



CITY COUNCIL REGULAR MEETING AGENDA

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

MAYOR

Marie Blankley

COUNCIL MEMBERS

Rebeca Armendariz

Dion Bracco

Tom Cline

Zach Hilton

Carol Marques

Fred Tovar

MONDAY, JUNE 19, 2023 | 6:00 PM

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

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

Written comments on any agenda item may be emailed to the City Clerk's Office at publiccomments@cityofgilroy.org or mailed to the Gilroy City Clerk's Office at City Hall, 7351 Rosanna Street, Gilroy, CA 95020. Comments received by the City Clerk's Office by 1 p.m. on the day of a Council meeting will be distributed to the City Council prior to or at the meeting and available for public inspection with the agenda packet located in the lobby of Administration at City Hall, 7351 Rosanna Street prior to the meeting. Any correspondence received will be incorporated into the meeting record. Items received after the 1 p.m. deadline will be provided to the City Council as soon as practicable. Written comments are also available on the City's Public Records Portal at bit.ly/3NuS11N.



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



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

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

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

KNOW YOUR RIGHTS UNDER THE GILROY OPEN GOVERNMENT ORDINANCE

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

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

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

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



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

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

bit.ly/3FBiGA0

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

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

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

The agenda for this regular meeting is 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 (NONE)**

3. PRESENTATIONS TO THE COUNCIL

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

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

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

4. REPORTS OF COUNCIL MEMBERS

Council Member Bracco – Downtown Committee, Cities Association Santa Clara County Board of Directors (*alternate*), Santa Clara County Library Joint Powers Authority, Santa Clara Valley Water Joint Water Resources Committee, SCRWA

Council Member Armendariz – Downtown Committee, Santa Clara County Library Joint Powers Authority, Santa Clara Valley Habitat Agency Governing Board, Santa Clara Valley Habitat Agency Implementation Board, Silicon Valley Clean Energy Authority JPA Board (*alternate*), South County United for Health

Council Member Marques – ABAG, Downtown Committee, Gilroy Gardens Board of Directors, Santa Clara Valley Habitat Agency Governing Board, Santa Clara Valley Habitat Agency Implementation Board, SCRWA (*alternate*)

Council Member Hilton – CalTrain Policy Group (*alternate*), Silicon Valley Clean Energy Authority JPA Board, South County United for Health (*alternate*), VTA Policy Advisory Committee

Council Member Cline – Gilroy Economic Development Partnership (*alternate*), Gilroy Sister Cities Association, Gilroy Youth Task Force, Silicon Valley Regional Interoperability Authority Board, VTA Policy Advisory Committee (*alternate*), Visit Gilroy California Welcome Center Board, VTA Mobility Partnership Committee

Council Member Tovar – Downtown Committee, Gilroy Youth Task Force (*alternate*), Santa Clara County Expressway Plan 2040 Advisory Board, Santa Clara Valley Water Commission, SCRWA, South County Youth Task Force Policy Team

Mayor Blankley – ABAG (*alternate*), CalTrain Policy Group, Cities Association Santa Clara County Board of Directors, Downtown Committee, Gilroy Economic Development Partnership, Gilroy Sister Cities Association (*alternate*), Gilroy Youth Task Force, Santa Clara Valley Water Joint Water Resources Committee, SCRWA, South County Youth Task Force Policy Team, VTA Board of Directors, VTA Mobility Partnership Committee

5. COUNCIL CORRESPONDENCE

6. FUTURE COUNCIL INITIATED AGENDA ITEMS

7. BOARD AND COMMISSION INTERVIEWS

7.1. Interviews for Open Seats on Boards, Commissions, and Committees with Terms Expired or Vacant as of June 19, 2023, for Future Appointment Scheduled for July 10, 2023

1. Staff Report: Thai Nam Pham, City Clerk
2. Possible Action:
 - a) Accept two applications for open seats on City of Gilroy Boards, Commissions, and Committees that were received after the June 9, 2023 application deadline; and
 - b) Interview candidates for Open Seats on Boards, Commissions, and Committees with terms expired or vacant as of June 19, 2023.

8. REVIEW OF OPEN MEETING AND TRANSPARENCY LAWS AND ORDINANCES

8.1. City Attorney Annual Training - Brown Act, Open Government Ordinance, and Public Records Act

9. CONSENT CALENDAR

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

- 9.1. Approval of the Action Minutes of the June 5, 2023 City Council Regular Meeting**
- 9.2. Accept the Appointment of a Representative to the Sourcewise Advisory Council with a Term Ending June 30, 2026**
- 9.3. Approve a Second Amendment to the Agreement with SDI Presence for Information Technology (IT) Consulting and Project Support Services for an additional \$120,000, for a total not-to-exceed amount of \$309,000**
- 9.4. Adoption of a Resolution of the City Council of the City of Gilroy Approving a Fiscal Year 2022-2023 Budget Amendment for \$18,404 for an Edward Byrne Memorial Justice Assistance Grant**

- 9.5. **Approval of a Fifth Amendment to the Agreement with Lynx Technologies for Geographic Information System (GIS) Support and Maintenance for an additional \$96,775, for a total not-to-exceed amount of \$448,590**
- 9.6. **Approve First Amendment to Agreement with The Pun Group LLP for a Two-Year Extension to Provide Annual Financial Audit and Reporting Services with a Revised Not-to-Exceed Amount of \$388,364**
- 9.7. **Approval of a Notice of Acceptance of Completion for the FY23 Annual Citywide Curb Ramp Project No. 23-PW-280 and Approval of a Final Contract with J.J.R. Construction in the Amount of \$159,065**
- 9.8. **Adoption of an Ordinance Amending Gilroy Crossings Phase II Commercial/Industrial Planned Unit Development Zone District for Property Located at 6970 Camino Arroyo**
- 9.9. **Adoption of an Ordinance of the City Council of the City of Gilroy Adding Chapter 5 to the Gilroy City Code Relating to Banning the Use of Certain Public Rights-of-Way as Sleeping or Living Accommodations**

10. BIDS AND PROPOSALS

- 10.1. **Approve the Purchase of Three Public Works Vehicles (One 2024 Ford F650 with Rugby Dump Bed; One 2024 Ford F650 Utility Truck with Hydraulic Telescopic Crane and Vanair Hydraulic Drive Air Compressor; and One 2024 Ford F750 Water Tank Truck with 1500 Gallon Water Tank and Honda WB20XT External Gas Engine) in the Combined Amount of \$518,125**
 1. Staff Report: LeeAnn McPhillips, Administrative Services and Human Resources Director / Risk Manager
 2. Public Comment
 3. Possible Action:
 - a) Waive the requirement for a single bid submittal from Transwest Truck Center, LLC for Project No. 23-PW-283;
 - b) Award the Purchase of Three Public Works Vehicles:
 - One 2024 Ford F650 with Rugby Dump Bed from Transwest Truck Center, LLC in the amount of \$110,625 (Project No. 23-PW-282)
 - One 2024 Ford F650 Utility Truck with Hydraulic Telescopic Crane and Vanair Hydraulic Drive Air Compressor from Transwest Truck Center, LLC in the amount of \$276,500 (Project No. 23-PW-283)
 - One 2024 Ford F750 Water Tank Truck with 1500 Gallon Water Tank and Honda WB20XT External Gas Engine from Transwest Truck Center, LLC in the amount of \$131,000 (Project No. 23-PW-284); and
 - c) Approve up to \$15,000 as a contingency should there be any year/model or commodity surcharges or modifications placed on these vehicles.
 - d) Authorize the City Administrator to execute the purchase contracts and associated documents.

10.2. Authorize the City to Enter into a Ten-year Master Services and Purchasing Agreement with Axon Enterprises, Inc., to Purchase the Police Officer Safety and Fleet Bundle to Include Body-Worn Cameras, Conducted Energy Weapons (Tasers), In-Car Camera System, and Digital Evidence Storage for \$3,791,290

1. Staff Report: Pedro Espinoza, Police Chief
2. Public Comment
3. Possible Action:
 - a) Authorize the City of Gilroy to enter a ten-year Master Services and Purchasing Agreement with Axon Enterprises Inc. for \$3,791,290 to upgrade and replace the Police Department's body-worn cameras, conducted-energy weapons (Tasers), in-car cameras, and digital evidence storage capabilities; and
 - b) Authorize the City Administrator to execute the Master Services and Purchasing Agreement and related purchasing documents.

11. PUBLIC HEARINGS (NONE)

12. UNFINISHED BUSINESS (NONE)

13. INTRODUCTION OF NEW BUSINESS

13.1. South County Youth Task Force Report

1. Staff Report: Pedro Espinoza, Police Chief
2. Public Comment
3. Possible Action:

Receive report.

13.2. Ratification of the First and Second Amendment, and Approval of a Third Amendment, to the Agreement with Community Solutions in an Amount Not to Exceed \$401,800 for Support with South County Youth Task Force Strategies

1. Staff Report: Pedro Espinoza, Police Chief
2. Public Comment
3. Possible Action:
 - a) Ratify the First and Second Amendments to the Agreement with Community Solutions;
 - b) Approve a Third Amendment to the agreement with Community Solutions for a total not-to-exceed amount of \$401,800 to continue to provide programs and services for disadvantaged at-risk youth in South County utilizing South County Youth Task Force's grant funds and contributions; and
 - c) Authorize the City Administrator to execute the Amendment.

13.3. Adoption of a Resolution Approving a Budget Amendment in Fiscal Year 2023-24 Adding an Additional \$331,406 from the County of Santa Clara, District Attorney Office to the South County Youth Task Force Fund 227

1. Staff Report: Pedro Espinoza, Police Chief
2. Public Comment
3. Possible Action:

Adopt a resolution of the City Council of the City of Gilroy approving a budget amendment in Fiscal Year 2023-24 adding an additional \$331,406 in expenditures and offsetting revenue from the County of Santa Clara District Attorney's Office to the South County Youth Task Force Fund 227.

13.4. Amendment to a Service Agreement with the County of Santa Clara Probation Department for the South County Youth Task Force Violence Prevention Services for FY 2024-2027

1. Staff Report: Pedro Espinoza, Police Chief
2. Public Comment
3. Possible Action:

- a) Approve an amendment to the Service Agreement with the County of Santa Clara Probation Department for South County Youth Task Force Violence Prevention Programs; and
- b) Authorize the City Administrator to execute the Amendment to the Service Agreement and related documents.

14. CITY ADMINISTRATOR'S REPORTS

15. CITY ATTORNEY'S REPORTS

16. ADJOURNMENT IN CELEBRATION OF JUNETEENTH

FUTURE MEETING DATES

July 2023

3 ~~Regular Meeting - 6:00 p.m -CANCELED-~~
10 Special Meeting - 6:00 p.m

August 2023

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

September 2023

11 Regular Meeting - 6:00 p.m
18 Regular Meeting - 6:00 p.m

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



City of Gilroy

STAFF REPORT

Agenda Item Title: Interviews for Open Seats on Boards, Commissions, and Committees with Terms Expired or Vacant as of June 19, 2023, for Future Appointment Scheduled for July 10, 2023

Meeting Date: June 19, 2023

From: Jimmy Forbis, City Administrator

Department: City Clerk

Submitted By: Thai Nam Pham, City Clerk

Prepared By: Thai Nam Pham, City Clerk

STRATEGIC PLAN GOALS

Not Applicable

RECOMMENDATION

1. Accept two applications for open seats on City of Gilroy Boards, Commissions, and Committees that were received after the June 9, 2023 application deadline; and
2. Interview candidates for Open Seats on Boards, Commissions, and Committees with terms expired or vacant as of June 19, 2023.

BACKGROUND

The City Council opened the annual recruitment period ending November 30, 2022, to fill seats on six Boards, Commissions, and Committees with member terms vacant or expiring as of December 31, 2022. Council has appointed members to various boards, commissions, and committees throughout the 2023 calendar year; however, vacancies remain for the following:

Arts and Culture Commission	One (1) seat with term expiring 12/31/2024
Library Commission	One (1) seat with term expiring 12/31/2026
Personnel Commission	Two (2) seats with terms expiring 12/31/2026
Planning Commission	One (1) seat with term expiring 12/31/2023
Physically Challenged Board of Appeals	One (1) seat with term expiring 12/31/2026

Furthermore, and included in the above table, on June 1, 2023, staff received a letter of resignation from former Planning Commissioner Michelle Montez, leading to a vacant seat with a term ending on December 31, 2023.

Staff has utilized the City's website and social media platforms to notify the public about these open vacancies. Additionally, staff has reached out to previous applicants of the Planning Commission from the 2022 recruitment cycle, expressing interest in their potential reapplication.

Following the conclusion of the application period on June 9, 2023, at 5 p.m., staff received a total of two (2) applications from **Terence Fugazzi** for the Planning Commission and **Kortney Hodge** for Personnel, Parks and Recreation, and Planning Commission. Staff also received two (2) late applications from **Stefanie Okada-McCabe** and **Danny Molina** for Planning Commission, which were received on June 10, 2023, and June 12, 2023, respectively.

It should be noted that Mr. Fugazzi is a former Planning Commissioner applicant who is currently serving as Open Government Commissioner and Parks and Recreation Commissioner. Additionally, staff recommends that Council accept the late application of Ms. Okada-McCabe and Mr. Molina to expand the pool of candidates available for Council to interview for the Planning Commission.

CONCLUSION

For the seats that have not received sufficient applications, the recruitment process is still ongoing. Interviews with the City Council have been scheduled for this evening's meeting, and the appointments will be finalized during the City Council Special Meeting on July 10, 2023.

Attachments:

1. Application – Terence Fugazzi (Planning Commission)
2. Application – Kortney Hodge (Personnel, Parks and Recreation, and Planning Commission)
3. Application – Stefanie Okada-McCabe (Planning Commission)
4. Application – Danny Molina (Planning Commission)



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:	Terence Fugazzi		
Phone number(s):	[REDACTED]	email address*:	[REDACTED]
Are you a registered voter within the City limits?	Y		
Physical Address*:	[REDACTED]		
Driver's License or ID No.:	[REDACTED]	Date of Birth*:	Last 4 of SSN: [REDACTED]
List your qualifications for this appointment:			
I am a 10 year Gilroy resident that absolutely loves our city. In addition to this I stay quite active and up to date on issues and activities that pertain to our city life, growth, and fellow citizens. I have attended in person every city council meeting when I am in town for the last year as well as a number of planning commission meetings. Recently I have been appointed to two commissions where I believe, in just a short time, I have already had a significant positive impact. I also have a strong aptitude for digging into long and complex documents and sussing out the important and most relevant bits - be that researching code and ordinances, council packets, budgets, to studying future development plans. I am an independent thinker who listens to reason and ideas from others. I have no personal or business affiliations that would create undesirable bias or conflict of interest.			
List any service to the community including any prior appointments:			
Appointed and currently serving on the Open Government Commission and Parks and Recreation Commission.			
What are your goals while serving on this Board/Commission/Committee?			
To Serve Gilroy in a capacity that best represents the needs and desires of the citizenry at large in relation to our future growth.			
Why are you the most qualified to serve on this Board/Commission/Committee?			
Not having reviewed others' applications that is not a question I could possibly answer. I can speculate, however, that my personal and city commission experience as well as involvement and understanding of current city issues should put me near or at the top of the pack.			

✓	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:		Planning Commission	
Name: Kortney Hodge			
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*:	
		Last 4 of SSN:	
List your qualifications for this appointment:			
I am proficient in creating and using daily agendas as well as keeping notes for discussions, therefore that is one of my qualifications for this position. I am really capable at hearing what other individuals have to say and absorbing their recommendations. I am the kind of person who likes to converse with others and exchange ideas. I work hard, which makes me a fantastic fit to support this community's growth and improvement.			
List any service to the community including any prior appointments:			
I did plenty of services for the community in high school. I volunteered at elementary schools, I helped feed the homeless at Saint Mary's church during holidays and also help clean up Christmas hill park.			
What are your goals while serving on this Board/Commission/Committee?			
Making my hometown a better place to live is one of my aims when serving on the board, commission, committee. I want to assist the area develop and become a better community. I want to make an effort to engage the younger generation in order to support their development and unification. My entire life, I have lived in Gilroy. I have witnessed the town's development from when it was primarily made up of farmland until now.			
Why are you the most qualified to serve on this Board/Commission/Committee?			
Because I am young, possess leadership qualities, and am driven to improve my community as a whole, I believe I am best suited to serve on this 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:		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*:	Last 4 of SSN:
List your qualifications for this appointment: I am born and raised in Gilroy. I have my bachelor of architecture degree and i am a member of the international Code Council. I specialize in residential design.			
List any service to the community including any prior appointments: Prior appointments are Building Board of Appeals and the Physically Challenged Board. I also volunteer at the community development counter before covid.			
What are your goals while serving on this Board/Commission/Committee? My goals are: Protecting the public health, safety, and welfare. Conserving resources. Seeking efficiency in the use of land and public facilities. Fostering beauty and livability within the community. Ensuring equality and opportunity for all.			
Why are you the most qualified to serve on this Board/Commission/Committee? I am most qualified because of my fairness and impartiality, open-mindedness, communication skills, problem-solving skills and lastly my teamwork skills.			

✓	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:		Planning Commission	
Name: Danny Molina			
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*:	Last 4 of SSN:
List your qualifications for this appointment:			
Project management , Team Building , Working Knowledge of Public works Prevailing wage , Worked for a large Sanitation company for 13 years which i oversaw over 100+ employees and started my own Construction site service business 3 years ago.			
List any service to the community including any prior appointments:			
I Currently working with Pitstop Outreach and Veterans Day Parade Board of Supervisors. I was part of leadership Gilroy class 2022, Helped with non- profits ; One Giving Tree, CVMA and Rebeccas Children Services.			
What are your goals while serving on this Board/Commission/Committee?			
My goals are to help with moving our community , learn more about the workings of the planning commission and help with anything needed.			
Why are you the most qualified to serve on this Board/Commission/Committee?			
My working knowledge of Construction , Working with Committees to obtain a common outcome and starting on my own company which has shown a profit year over year.			

✓	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
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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.

**City of Gilroy
City Council Regular Meeting Minutes
Monday, June 5, 2023 | 6:00 PM**

1. OPENING

1.1 Call to Order

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

1.2. Pledge of Allegiance

Council Member Marques led the Pledge of Allegiance.

1.1 Invocation

Pastor Malcolm MacPhail from New Hope Community Church provided the Invocation.

1.2 City Clerk's Report on Posting the Agenda

City Clerk Pham reported on the posting of the agenda.

1.3 Roll Call

Attendance	Attendee Name
Present	Rebeca Armendariz, Council Member Dion Bracco, Mayor Pro Tempore Tom Cline, Council Member Zach Hilton, Council Member Carol Marques, Council Member Fred Tovar, Council Member Marie Blankley, Mayor
Absent	None

1.4 Orders of the Day

There were none.

1.5 Employee Introductions

Police Chief Espinoza introduced four employees who were promoted: Sergeant Rob Basuino, Corporal Darren Cooner, Communications Supervisor Amanda Marciel, and Records Supervisor Vien Myles.

2. CEREMONIAL ITEMS - Proclamations and Awards

2.1. Proclamation for Retiring GUSD Superintendent Dr. Deborah Flores

Mayor Blankley read aloud the Proclamation, which Dr. Deborah Flores then accepted.

3. PRESENTATIONS TO THE COUNCIL

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

Mayor Blankley opened Public Comment.

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The following members spoke on items that were not on the agenda.

Albert Lustre advocated the promotion of a responsible general contractor.

Robert Zepeda voiced his opposition to the Council raising the Pride Flag.

Jan Bernstein Chargin encouraged the Council to solve the issue of homelessness with the community.

Wes White spoke in favor of the Pride Flag being flown over City Hall.

Gregory Felios thanked the Council for providing a forum for individuals of different political spectrums to speak and supported the Council in flying the Pride Flag.

Dez Martinez requested Council to provide safe camps for the unhoused.

Robert Aguirre spoke about the unhoused not having a voice in the community.

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

4. **REPORTS OF COUNCIL MEMBERS**

Council Member Bracco reported on Santa Clara County Library Joint Powers Authority.

Council Member Armendariz reported on Santa Clara Valley Habitat Agency Governing Board.

Council Member Marques reported had no report.

Council Member Hilton reported on Silicon Valley Clean Energy Authority JPA Board. He also wished the community Happy Pride Month and congratulated the City on winning the Silicon Valley Bicycle Coalition Pedal Power Challenge.

Council Member Cline had nothing to report.

Council Member Tovar thanked the IBEW Local 332 for allowing him to attend the family dinner appreciation night and reported that he went to the San Mateo County Fair to support one of the local artists.

Mayor Blankley reported on the fourth train from CalTrain servicing Gilroy. Additionally, she also highlighted the SCRWA expansion, the 101-125 Interchange project from VTA, and extended her congratulations to Las Animas Elementary School and Rucker Elementary for their participation in the 10th Annual Bike Rack Decorating Contest organized by Santa Clara County Public Health Department.

5. **COUNCIL CORRESPONDENCE**

5.1. **City Council Member Meeting Attendance**

Council acknowledged the attendance report.

6. **FUTURE COUNCIL INITIATED AGENDA ITEMS**

Council Member Bracco requested Council to discuss naming the downtown pop-up park after Gilroy's Donald "Elvis" Prieto at a future council meeting. His request received unanimous support.

7. CONSENT CALENDAR

Mayor Blankley opened Public Comment. There being no speakers, Mayor Blankley closed Public Comment.

Motion: Adopt the Consent Calendar.

RESULT: Pass

MOVER: Fred Tovar, Council Member

SECONDER: Dion Bracco, Mayor Pro Tempore

AYES: Council Member Armendariz, Mayor Pro Tempore Bracco, Council Member Cline, Council Member Hilton, Council Member Marques, Council Member Tovar, Mayor Blankley

7.1. Approval of the Action Minutes of the May 15, 2023 City Council Regular Meeting

A motion was made to approve the minutes.

7.2. Approval of the Action Minutes of the May 22, 2023 City Council Recommend Operating Budget Workshop

A motion was made to approve the minutes.

7.3. Adopt a Resolution of the City Council of the City of Gilroy Setting the Tax Rate for Fiscal Year 2023-24 (FY24) for the Gilroy Community Library Project Bonds

A motion was made to adopt the resolution.

Enactment No.: Resolution No. 2023-33

7.4. Approval of Final Map and Property Improvement Agreement for Glen Loma Ranch McCutchin Creek/Palomino Development, Tract 10426, Tract 10613, and McCutchin Creek Re-Alignment APN's 808-43-008 and 808-43-010

A motion was made to adopt the Final Map and Property Improvement Agreement.

7.5. Approval of a Notice of Acceptance of Completion for the FY23 Annual CDBG Sidewalk/Curb Ramp Project No. 23-PW-279

A motion was made to approve the Notice of Acceptance for the FY23 Annual CDBG Sidewalk/Curb Ramp.

7.6. A Resolution of the City Council of the City of Gilroy Approving the Application for Grant Funds from the Recreational Trails Program

A motion was made to adopt the resolution.

Enactment No.: Resolution No. 2023-34

7.7. A Resolution of the City Council of the City of Gilroy Approving the Application for Grant Funds from the Habitat Conservation Fund Program

A motion was made to adopt the resolution.

Enactment No.: Resolution No. 2023-35

7.8. Transfer of Interest Income from the Museum Vase Endowment Trust to the Gilroy Museum Fund

A motion was made to transfer interest income from Museum Vase Endowment Trust to Gilroy Museum Fund.

7.9. Claim of Jesse Perez (The City Administrator recommends a "yes" vote under the Consent Calendar shall constitute denial of the claim)

A motion was made to deny the claim.

8. BIDS AND PROPOSALS

8.1. Purchase of Three 2023 Chevrolet Colorado Work Truck Crew Cab Vehicles in the Total Amount of \$103,350 for Community Development and Public Works Engineering

Administrative Services LeeAnn McPhillips provided staff presentation and responded to Council Member questions.

Mayor Blankley opened Public Comment. There being no speakers, Mayor Blankley closed Public Comment.

Motion: Award a purchase of three 2023 Chevrolet Colorado Work Truck Crew Cab Trucks for the total cost of \$103,350 to Gilroy Chevrolet and authorize the City Administrator to execute purchase documents.

RESULT: Pass

MOVER: Fred Tovar, Council Member

SECONDER: Tom Cline, Council Member

AYES: Council Member Armendariz, Mayor Pro Tempore Bracco, Council Member Cline, Council Member Hilton, Council Member Marques, Council Member Tovar, Mayor Blankley

9. PUBLIC HEARINGS

9.1. Introduction and First Reading of an Ordinance of the City Council of the City of Gilroy Adding Chapter 5 to the Gilroy City Code Relating to Banning the Use of Certain Public Rights-of-Way as Sleeping or Living Accommodations

Assistant to the City Administrator Atkins provided staff presentation and responded to Council Member questions.

Mayor Blankley opened the Public Hearing at 7:00 PM.

The following individuals spoke in favor of the ordinance:

Deborah Flores

Robert Weaver

Jeff Orth
 Herman Garcia
 Linda Piceno
 Hilda Aguirre
 Ron Kirkish
 Kirsten Carr
 Sarina Jacobson
 Valentina Renales
 Jose Montes

The following individuals spoke in opposition to the proposed ordinance:

Vanessa Ashford
 TJ Napihaa
 Susan Mister
 Joseph Robinson
 Jan Bernstein Chargin
 Wes White
 Robert Aguirre
 Linda Leighton
 Tristia Bauman
 Sally Armendariz
 Gary Walton

There being no further speakers, Mayor Blankley closed the Public Hearing at 7:45 PM.

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

RESULT: Fail

MOVER: Dion Bracco, Mayor Pro Tempore

SECONDER: Fred Tovar, Council Member

AYES: Mayor Pro Tempore Bracco, Council Member Cline, Council Member Hilton, Council Member Marques, Council Member Tovar, Mayor Blankley

NAYS: Council Member Armendariz

City Clerk Pham read aloud the entirety of the proposed ordinance.

Motion: Introduce an ordinance of the City Council of the City of Gilroy adding Chapter 5 to the Gilroy City Code relating to banning the use of certain public rights-of-way as sleeping or living accommodations.

RESULT: Pass

MOVER: Dion Bracco, Mayor Pro Tempore

SECONDER: Fred Tovar, Council Member

AYES: Mayor Pro Tempore Bracco, Council Member Cline, Council Member Hilton, Council Member Marques, Council Member Tovar, Mayor Blankley

NAYS: Council Member Armendariz

9.2. Adopt Fiscal Years 2024 (FY24) and 2025 (FY25) Operating and Capital Budgets, Position Control List, Departmental Workplans, Boards & Commissions Workplans, and the GANN Appropriation Limit for Fiscal Year 2024

City Administrator Forbis provided staff presentation and responded to Council Member questions.

Mayor Blankley opened the Public Hearing at 8:55 PM. There being no speakers, Mayor Blankley closed the Public Hearing at 8:55 PM.

Motion: Adopt a Resolution of the City Council of the City of Gilroy setting the Appropriation Limit for FY24.

RESULT: Pass

MOVER: Tom Cline, Council Member

SECONDER: Dion Bracco, Mayor Pro Tempore

AYES: Council Member Armendariz, Mayor Pro Tempore Bracco, Council Member Cline, Council Member Hilton, Council Member Marques, Council Member Tovar, Mayor Blankley

Enactment No.: Resolution No. 2023-36

Motion: Adopt a Resolution of the City Council of the City of Gilroy adopting the Operating and Capital Improvement Program budget for FY24 and FY25 and appropriating expenditures for the purposes set forth in the budget with the following changes to the budget:

- Planning commission training be \$1,500 per person per year to a total of \$10,500; and
- Not to approve the \$500,000.00 contribution to Section 115 Trust, which staff will bring back to Council as a separate item.

RESULT: Pass

MOVER: Dion Bracco, Mayor Pro Tempore

SECONDER: Rebeca Armendariz, Council Member

AYES: Council Member Armendariz, Mayor Pro Tempore Bracco, Council Member Cline, Council Member Hilton, Council Member Marques, Council Member Tovar, Mayor Blankley

Enactment No.: Resolution No. 2023-37

Motion: Adopt a Resolution of the City Council of the City of Gilroy establishing the Position Control List for FY24 and FY25.

RESULT: Pass

MOVER: Tom Cline, Council Member

SECONDER: Fred Tovar, Council Member

AYES: Council Member Armendariz, Mayor Pro Tempore Bracco, Council Member Cline, Council Member Hilton, Council Member Marques, Council Member Tovar, Mayor Blankley

Enactment No.: Resolution No. 2023-38

Motion: Approve the City Goals, Priorities, Legislative Agenda, and Departmental Workplans for FY24 and FY25.

RESULT: Pass

MOVER: Zach Hilton, Council Member

SECONDER: Fred Tovar, Council Member

AYES: Council Member Armendariz, Mayor Pro Tempore Bracco, Council Member Cline, Council Member Hilton, Council Member Marques, Council Member Tovar, Mayor Blankley

Motion: Approve the Boards and Commissions Workplans for FY24 and FY25.

RESULT: Pass

MOVER: Zach Hilton, Council Member

SECONDER: Rebeca Armendariz, Council Member

AYES: Council Member Armendariz, Mayor Pro Tempore Bracco, Council Member Cline, Council Member Hilton, Council Member Marques, Council Member Tovar, Mayor Blankley

9.3. Gilroy Square Project – Gilroy Crossings Phase II Planned Unit Development Zoning Amendment, Tentative Map, and Architectural and Site Review for Property Located at 6970 Camino Arroyo (File No: Z 22-02, TM 21-02, AS 21-13)

Mayor Blankley asked if Council if they have any ex-parte communications to disclose. Council Members Tovar, Cline, Bracco, and Mayor Blankley disclosed they had conversations with Mark Sanchez. Their conversations with him did not yield any new information.

Senior Planner Tambornini provided staff presentation and responded to Council Member questions.

Mayor Blankley opened the Public Hearing at 9:08 PM.

Patrick McGaughey spoke in favor of the project.

Albert Lustre spoke in favor of the project, but it needs a responsible local general contractor.

Susan Mister spoke in favor of the project.

There being no further speakers, Mayor Blankley closed the Public Hearing at 9:11 PM.

Motion: Adopt a Mitigated Negative Declaration Resolution prepared for the Gilroy Square project, based on the independent analysis of the City Council and in accordance with the California Environmental Quality Act (CEQA).

RESULT: Pass

MOVER: Fred Tovar, Council Member

SECONDER: Rebeca Armendariz, Council Member

AYES: Council Member Armendariz, Mayor Pro Tempore Bracco, Council Member Cline, Council Member Hilton, Council Member Marques, Council Member Tovar, Mayor Blankley

Enactment No.: Resolution No. 2023-39

Motion: Read an ordinance by title only and waive further reading.

RESULT: Pass

MOVER: Fred Tovar, Council Member

SECONDER: Carol Marques, Council Member

AYES: Council Member Armendariz, Mayor Pro Tempore Bracco, Council Member Cline, Council Member Hilton, Council Member Marques, Council Member Tovar, Mayor Blankley

City Clerk Pham read aloud the title of the proposed ordinance.

Motion: Introduce an ordinance of the City Council approving Planned Unit Development Zoning Amendment Z 22-02 for Gilroy Crossings Phase II.

RESULT: Pass

MOVER: Tom Cline, Council Member

SECONDER: Fred Tovar, Council Member

AYES: Council Member Armendariz, Mayor Pro Tempore Bracco, Council Member Cline, Council Member Hilton, Council Member Marques, Council Member Tovar, Mayor Blankley

Motion: Adopt a resolution approving Tentative Map TM 21-02.

RESULT: Pass

MOVER: Fred Tovar, Council Member

SECONDER: Tom Cline, Council Member

AYES: Council Member Armendariz, Mayor Pro Tempore Bracco, Council Member Cline, Council Member Hilton, Council Member Marques, Council Member Tovar, Mayor Blankley

Enactment No.: Resolution No. 2023-40

Motion: Adopt a resolution approving Architectural and Site Review AS 21-13 for the Planned Unit Development with Condition of Approval No. 66 amended as follows:

BICYCLE PARKING: Short-term bicycle parking. Provide surface mounted bicycle racks within 200 feet of the visitor's entrance, for 5 percent of new visitor parking spaces added, with a minimum of one two-bike capacity inverted U-rack.

Long-term bicycle parking. Provide secure bicycle parking for 5 percent of the tenant-occupant parking spaces with a minimum of one bicycle parking facility.

Long-term bicycle parking for hotel buildings. Provide one on-site bicycle parking space for every 25 rooms (for employees and guests). Parking facilities shall be conveniently reached from the street.

RESULT: Pass

MOVER: Zach Hilton, Council Member

SECONDER: Tom Cline, Council Member

AYES: Council Member Armendariz, Mayor Pro Tempore Bracco, Council Member Cline, Council Member Hilton, Council Member Marques, Council Member Tovar, Mayor Blankley

Enactment No.: Resolution No. 2023-41

10. UNFINISHED BUSINESS

10.1. Approval of the Capital Improvement Program for Fiscal Year 2024 Through Fiscal Year 2028

Public Works Director Jordan provided staff presentation and responded to Council Member questions.

Mayor Blankley opened Public Comment. There being no speakers, Mayor Blankley closed Public Comment.

Motion: Approve the Capital Improvement Program for Fiscal Year 2024 through 2028.

RESULT: Pass

MOVER: Dion Bracco, Mayor Pro Tempore

SECONDER: Rebeca Armendariz, Council Member

AYES: Council Member Armendariz, Mayor Pro Tempore Bracco, Council Member Cline, Council Member Hilton, Council Member Marques, Council Member Tovar, Mayor Blankley

11. INTRODUCTION OF NEW BUSINESS

11.1. Adopt a Resolution Declaring Four City-Owned Properties as Surplus Pursuant to Government Code Section 54221 and Find that the Council's Action in Doing So is Exempt from CEQA Pursuant to CEQA Guidelines Section 15061(b)(3)

Assistant to the City Administrator Atkins provided staff presentation and responded to Council Member questions.

Mayor Blankley opened Public Comment. There being no speakers, Mayor Blankley closed Public Comment.

Motion: Adopt a Resolution declaring four city-owned properties as surplus pursuant to Government Code Section 54221 and find that the Council's action in doing so is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3)

RESULT: Pass

MOVER: Fred Tovar, Council Member

SECONDER: Rebeca Armendariz, Council Member

AYES: Council Member Armendariz, Mayor Pro Tempore Bracco, Council Member Cline, Council Member Hilton, Council Member Marques, Council Member Tovar, Mayor Blankley

Enactment No.: Resolution No. 2023-42

12. CITY ADMINISTRATOR'S REPORTS

12.1. Community Development Department and Public Works Engineering Division Temporary Closure (One Week)

12.2. Sharks Ice Update

City Administrator Forbis provide his report and responded to Council Member questions.

13. CITY ATTORNEY'S REPORTS

There were none.

14. ADJOURNMENT

Mayor Blankley adjourned the meeting at 9:33 PM.

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/Thai Nam Pham, CMC, CPMC
City Clerk



City of Gilroy

STAFF REPORT

Agenda Item Title: **Accept the Appointment of a Representative to the Sourcewise Advisory Council with a Term Ending June 30, 2026.**

Meeting Date: June 19, 2023
 From: Thai Nam Pham, City Clerk
 Department: Recreation
 Submitted By: Adam Henig, Recreation Manager
 Prepared By: Adam Henig, Recreation Manager

STRATEGIC PLAN GOALS

Not Applicable

RECOMMENDATION

Approve the Parks and Recreation Commission's recommendation of Dyanne Hofstad to serve on the Sourcewise Advisory Council with a term ending June 30, 2026.

EXECUTIVE SUMMARY

At the May 16, 2023 Parks and Recreation Commission meeting, the Commission approved to recommend Dyanne Hofstad to serve as Gilroy's representative on the Sourcewise Advisory Council. The term would begin July 1, 2023, and shall be for three (3) years, with a maximum extension of a one (1) year renewal.

BACKGROUND

The Sourcewise Advisory Council is a legally mandated body that advises Sourcewise on what services of the Older Americans Act need their attention in the community, advocates on behalf of seniors, and distributes information to the community. The Members of the Sourcewise Advisory Council, which represent each city in Santa Clara County, participate in the development, implementation, and monitoring of the Area Plan and advocate at all levels of government on programs, procedures, and legislation affecting older persons.

Advisory Council members are the source of information to senior organizations and the public on issues of concern to older persons and develop legislative platforms with other State advocacy organizations. They bring the concern of the group of the area they represent to the Advisory Council and take information regarding Sourcewise programs and activities back to their appointing body.

The term of individual membership on the Advisory Council shall be for three (3) years, with a maximum extension of a one (1) year renewal. The City received two applications to fill this vacancy. The Parks and Recreation Commission recommended Dyanne Hofstad fill the seat at its May 16, 2023 meeting.

ALTERNATIVES

The Council can select the applicant who was not recommended by the Parks and Recreation Commission, or the Council can select neither candidate and restart the recruitment process.

FISCAL IMPACT/FUNDING SOURCE

None.

PUBLIC OUTREACH

The application was publicized on the City's website, the City's weekly e-newsletter, and at the Senior Center.

Attachments:

1. Applications

City of Gilroy Application for Sourcewise Advisory Council

City of Gilroy Application for Sourcewise Advisory Council

* All applications are a public record.

- This is a three (3) year term (7/1/2023 through 06/30/2026)
- Must be a Gilroy resident within City Limits
- **Must be at least 60 years of age** (requirement may be waived if the applicant is close to the age of 60).
- Sourcewise Advisory Council participate in the development, implementation, and monitoring of the Area Plan and advocate at all levels of government on programs, procedures, and legislation affecting older persons
- Position represents City of Gilroy

First Name Dyanne

Last Name Hofstad

Are you a resident within the City limits? Yes

Date of Birth

Physical Address 1

City, State, Zip Gilroy, Ca 95020

Phone Number

E-mail Address

Alternate Phone Number

List your qualifications for this appointment:

I am a senior and have resided in Gilroy for 30+ years. My children grew up here and we all consider Gilroy home. I am currently a medical social worker for our only local hospice. I am also currently attending college to receive my MSW. The

needs for seniors is something I see everyday and finding local resources is a large part of my job. I have many concerns for our senior population! Nationally the fast growing segment of the homeless population is seniors! I am passionate about being part of the solutions for our seniors.

List any service to the community including any prior appointments.

I was very active in my children's schools. My husband and I were foster parents for 15 years.

What are your goals while serving on this committee?

My goal is to better understand the needs for seniors in our communities and to participate in bringing needed resources to them.

Why are you the most qualified to serve on this committee?

Not only am I a senior, but I work as a Medical Social Worker for our local hospice and this gives me a unique perspective for the growing needs of the seniors in our communities. I am faced each day with finding needed resources for them and their families. Sourcewise is a resource I link families to all the time and would like to participate in bringing the needed resources.

Declaration of Residency

I Understand

City of Gilroy Application for Sourcewise Advisory Council

City of Gilroy Application for Sourcewise Advisory Council

* All applications are a public record.

- This is a three (3) year term (7/1/2023 through 06/30/2026)
- Must be a Gilroy resident within City Limits
- **Must be at least 60 years of age** (requirement may be waived if the applicant is close to the age of 60).
- Sourcewise Advisory Council participate in the development, implementation, and monitoring of the Area Plan and advocate at all levels of government on programs, procedures, and legislation affecting older persons
- Position represents City of Gilroy

First Name	Carmel
------------	--------

Last Name	Trela
-----------	-------

Are you a resident within the City limits?	Yes
--	-----

Date of Birth	
---------------	--

Physical Address 1	
--------------------	--

City, State, Zip	Gilroy, CA 95020
------------------	------------------

Phone Number	
--------------	--

E-mail Address	
----------------	--

Alternate Phone Number	<i>Field not completed.</i>
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List your qualifications for this appointment:	I'm a senior citizen currently living in a gated senior citizen community. I am in constant contact with seniors and witness their needs as well as their total lack of knowledge regarding
--	---

what services are available to them. I want to make a difference and help these seniors acquire knowledge of what services are available to them from the City, County and State.

List any service to the community including any prior appointments.

Field not completed.

What are you goals while serving on this committee?

To develop new ways of getting the message out to Gilroy seniors what services are currently available and help to develop new ones if possible. To try and match the service and organization that our neighbor, north... Morgan Hill has to offer it's senior populace. I see daily a large number of Gilroyans using the facilities in Morgan Hill and enjoying the many different offerings from their senior... Most of the seniors I speak with here have never even heard of Sourcewise, let alone know what kind of services are available to them through the program.

Why are you the most qualified to serve on this committee?

I live in Gilroy, I'm a senior... and I want to improve what is available to my fellow seniors.

Declaration of Residency

I Understand



City of Gilroy

STAFF REPORT

Agenda Item Title: **Approve a Second Amendment to the Agreement with SDI Presence for Information Technology (IT) Consulting and Project Support Services for an additional \$120,000, for a total not-to-exceed amount of \$309,000**

Meeting Date: June 19, 2023
 From: Jimmy Forbis, City Administrator
 Department: Finance
 Submitted By: Harjot Sangha, Finance Director
 Prepared By: Harjot Sangha, Finance Director

STRATEGIC PLAN GOALS

Maintain and Improve City Infrastructure

RECOMMENDATION

Approve and authorize the City Administrator to execute a second amendment to the agreement with SDI Presence for IT consulting and project services for an additional \$120,000, for a revised total not-to-exceed amount of \$309,000.

EXECUTIVE SUMMARY

Staff is recommending an amendment to the agreement with SDI Presence to provide IT consulting and project-based support services through the end of October 2023. The amendment increases the compensation by an additional \$120,000 for a revised total not-to-exceed amount of \$309,000.

ANALYSIS

In December 2022, the City entered into an agreement with SDI Presence to provide IT consulting and project-based support services for an interim period while the City conducted the recruitment process to fill the vacant IT Manager position. In May 2023, City Council approved a first amendment to the agreement to continue services through the end of the fiscal year, June 2023, while it was conducting the IT Manager

9.3

Approve a Second Amendment to the Agreement with SDI Presence for Information Technology (IT) Consulting and Project Support Services for an additional \$120,000 for a total not-to-exceed amount of \$309,000

recruitment and anticipated filling the role by June 2023. The initial recruitment did not result in filling the position. A second recruitment effort is underway now, and staff expects the second round to be complete with placement by the end of September 2023. The agreement extension also allows for a one-month overlap to transition IT project management to the new individual. As a result, staff is recommending a second amendment to the agreement to provide continuity of services through the end of October 2023. The amendment increases the compensation by an additional \$120,000, for a revised total not-to-exceed amount of \$309,000.

ALTERNATIVES

Council could elect not to approve the amendment to the agreement. This is not recommended, as the division has critical IT projects requiring technical expertise, oversight, and day-to-day operational support.

FISCAL IMPACT/FUNDING SOURCE

The second amendment to the agreement will add an additional \$120,000. The contract is funded by the Information Services Fund (620). No additional appropriations are required at this time, as the salary savings from current vacancies in the Information Technology Division will be utilized to fund the agreement adequately.

Attachments:

1. Second Amendment to the Agreement
2. First Amendment to the Agreement & Original Agreement

SECOND AMENDMENT TO THE AGREEMENT FOR SERVICES

WHEREAS, the City of Gilroy, a municipal corporation ("City"), and SDI Presence LLC entered into that certain agreement entitled Agreement for Services, effective on December 6, 2022, hereinafter referred to as "Original Agreement"; and

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

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

1. The first paragraph of Article 1 (Term of Agreement) of the Original Agreement shall be amended to read as follows:

"This Amendment will become effective on December 6, 2022 and continue in effect through October 31, 2023 unless terminated in accordance with the provisions of Article 7 of this Agreement."

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

"In consideration for the services to be performed by CONSULTANT, CITY agrees to pay CONSULTANT the amounts set for in Exhibit "D" ("Payment Schedule"). In no event however shall the total compensation paid to CONTRACTOR exceed \$309,000.00.

2. Except as expressly modified herein, all of the provisions of the Original Agreement shall remain in full force and effect. In the case of any inconsistencies between the Original Agreement and this Amendment, the terms of this Amendment shall control.

3. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

CITY OF GILROY

By: _____
[signature]
Jimmy Forbis
[employee name]
City Administrator
[title/department]

Date: _____

Approved as to Form

City Attorney

DocuSigned by:
Sharee L Wolff, Chief Financial Officer, SDI Presu
B77B08BCA159438...
By: _____
[signature]
Sharee Wolff
[name]
Chief Financial Officer
[title]

Date: 6/12/2023

ATTEST:

City Clerk

FIRST AMENDMENT TO THE AGREEMENT FOR SERVICES

WHEREAS, the City of Gilroy, a municipal corporation ("City"), and SDI Presence LLC entered into that certain agreement entitled Agreement for Services, effective on December 6, 2022, hereinafter referred to as "Original Agreement"; and

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

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

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

"In consideration for the services to be performed by CONSULTANT, CITY agrees to pay CONSULTANT the amounts set for in Exhibit "D" ("Payment Schedule"). In no event however shall the total compensation paid to CONTRACTOR exceed \$189,000.00.

2. Except as expressly modified herein, all of the provisions of the Original Agreement shall remain in full force and effect. In the case of any inconsistencies between the Original Agreement and this Amendment, the terms of this Amendment shall control.

3. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

CITY OF GILROY

DocuSigned by:
By: Jimmy Forbis, City Administrator
CC8456EF9B054DC... [signature]
Jimmy Forbis
[employee name]
City Administrator
[title/department]

Date: 5/23/2023

DocuSigned by:
By: Sharee L Wolff
B77B00BGA159436... [signature]
Sharee Wolff
[name]
Chief Financial Officer
[title]

Date: 4/20/2023

Approved as to Form

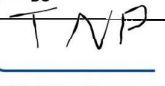
DocuSigned by:
Andy Faber, City Attorney
1979C9EB5B68470...
City Attorney
5/23/2023

ATTEST:

DocuSigned by:
[Signature]
1E54AA19B46C4BB...
City Clerk
5/23/2023

City of Gilroy
Agreement/Contract Tracking

23ADS1116*

Today's Date:	December 5, 2022	Your Name:	LeeAnn McPhillips
Contract Type:	Services over \$5k - Consultant	Phone Number:	408-846-0205
Contract Effective Date: (Date contract goes into effect)	12/6/2022		
Contract Expiration Date:	6/30/2023		
Contractor / Consultant Name: (If an individual's name, format as last name, first name)	SDI Presence, LLC		
Contract Subject: (no more than 100 characters)	IT Consulting and Project Services		
Contract Amount: (Total Amount of contract. If no amount, leave blank)	99000		
By submitting this form, I confirm this information is complete:	➤ Date of Contract ➤ Contractor/Consultant name and complete address ➤ Terms of the agreement (start date, completion date or "until project completion", cap of compensation to be paid) ➤ Scope of Services, Terms of Payment, Milestone Schedule and exhibit(s) attached ➤ Taxpayer ID or Social Security # and Contractors License # if applicable ➤ Contractor/Consultant signer's name and title ➤ City Administrator or Department Head Name, City Clerk (Attest), City Attorney (Approved as to Form)		
Routing Steps for Electronic Signature			
Risk Manager			
City Attorney Approval As to Form			
City Administrator or Department Head			
City Clerk Attestation			

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

This AGREEMENT made this 5th day of December, 2022, between:

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

and CONSULTANT: SDI Presence, LLC, having a principal place of business at 200 E. Randolph Street, Suite 3550, Chicago, IL 60601.

ARTICLE 1. TERM OF AGREEMENT

This Agreement will become effective on December 6, 2022 and will continue in effect through June 30, 2023 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.

DS
Initial

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

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

ARTICLE 3. SERVICES TO BE PERFORMED BY CONSULTANT

A. Specific Services

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

B. Method of Performing Services

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

C. Employment of Assistants

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

D. Place of Work

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

ARTICLE 4. COMPENSATION**A. Consideration**

In consideration for the services to be performed by CONSULTANT, CITY agrees to pay CONSULTANT the amounts set forth in **Exhibit "D"** ("Payment Schedule"). In no event however shall the total compensation paid to CONSULTANT exceed \$99,000.00.

B. Invoices

CONSULTANT shall submit invoices for all services rendered.

C. Payment

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

D. Expenses

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

responsible for any expenses incurred by CONSULTANT in performing services for CITY, except for those expenses constituting "direct expenses" referenced on **Exhibit "A."**

ARTICLE 5. OBLIGATIONS OF CONSULTANT

A. Tools and Instrumentalities

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

B. Workers' Compensation

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

C. Indemnification of Liability, Duty to Defend

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

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

D. Insurance

In addition to any other obligations under this Agreement, CONSULTANT shall, at no cost to CITY, obtain and maintain throughout the term of this Agreement: (a) Commercial Liability Insurance on a per occurrence basis, including coverage for owned and non-owned automobiles, with a minimum combined single limit coverage of \$1,000,000 per occurrence for all damages due to bodily injury, sickness or disease, or death to any person, and damage to property,

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

E. Assignment

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

F. State and Federal Taxes

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

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

ARTICLE 6. OBLIGATIONS OF CITY

A. Cooperation of City

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

B. Assignment

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

ARTICLE 7. TERMINATION OF AGREEMENT

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

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

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

B. Termination by City for Default of Consultant

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

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

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

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

C. Termination for Failure to Make Agreed-Upon Payments

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

D. Transition after Termination

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

ARTICLE 8. GENERAL PROVISIONS

A. Amendment & Modification

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

B. Americans with Disabilities Act of 1990

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

C. Attorneys' Fees

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

D. Captions

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

E. Compliance with Laws

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

F. Conflict of Interest

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

G. Entire Agreement

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

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

H. Governing Law and Venue

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

I. Notices

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

J. Partial Invalidity

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

K. Time of the Essence

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

L. Waiver

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

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

CONSULTANT:**CITY:**

SDI PRESENCE, LLC

CITY OF GILROY

DocuSigned by:
By: Sharee L Wolff 12/6/2022
Name: Sharee Wolff
Title: Chief Financial & Administrative Officer

DocuSigned by:
By: Jimmy Forbis 12/12/2022
Name: Jimmy Forbis
Title: City Administrator

Social Security or Taxpayer
Identification Number 81-1357524

Approved as to Form

DocuSigned by:

Andy Faber

12/6/2022

1979C9EB5B60470...

City Attorney

ATTEST:

DocuSigned by:

[Signature]

12/12/2022

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City Clerk

EXHIBIT "A"

SPECIFIC PROVISIONS

I. PROJECT MANAGER

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

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

II. NOTICE TO PROCEED/COMPLETION OF SERVICE

A. NOTICE TO PROCEED

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

B. COMPLETION OF SERVICES

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

III. PROGRESS SCHEDULE

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

IV. PAYMENT OF FEES AND DIRECT EXPENSES

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

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. CONSULTANT 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

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

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

B. RESPONSIBILITY OF CONSULTANT

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

C. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT

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

D. CONFIDENTIALITY OF MATERIAL

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

E. NO PLEDGING OF CITY'S CREDIT.

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

F. OWNERSHIP OF MATERIAL.

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

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

G. NO THIRD PARTY BENEFICIARY.

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

H. NOTICES.

Notices are to be sent as follows:

CITY: Harjot Sangha, Finance Director
City of Gilroy
7351 Rosanna Street
Gilroy, CA 95020

CONSULTANT: Sharee Wolff, Chief Financial & Administrative
Officer
SDI Presence, LLC
200 E. Randolph Street, Suite 3550
Chicago, IL 60601

I. FEDERAL FUNDING REQUIREMENTS.

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

1. DBE Program

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

2. Cost Principles

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

3. Covenant against Contingent Fees

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

EXHIBIT "B"**SCOPE OF SERVICES****Consulting Services:****1. Information Technology Consulting/Project Services as follows:**

- a. Information Technology Division Support - management, consultation, operational oversight, and guidance with regard to the Information Technology Division. Manage service delivery activities to help ensure resources are properly deployed to support business priorities as set by City Senior Executive Team.
- b. Staff Mentoring and Training - provide mentoring, guidance, and assistance to the Information Technology team, and, when appropriate, make recommendations regarding training opportunities that might assist in improving overall IT service delivery.
- c. Business Processes - Make recommendations regarding establishment and implementation of policies and procedures to streamline and improve business processes and technology service delivery.
- d. IT Service Delivery - Provide consultation to assist with IT service delivery management, problem resolution, and help identify potential IT service delivery alternatives/solutions.
- e. Technology Project Facilitation and Coordination - Provide guidance and oversight for technology projects, including assisting in and prioritizing resources.
- f. Other related projects as requested.

EXHIBIT "C"**MILESTONE SCHEDULE**

Services shall begin on or about December 6, 2022. Services shall be provided in the range of 24-32 hours per week depending upon the needs of the City. Depending upon weekly project/consulting hours, services under this agreement will be for approximately twelve weeks.

EXHIBIT "D"**PAYMENT SCHEDULE**

The City will be invoiced monthly based on an hourly rate of \$225.00 per hour and no more than 32 hours in any given week. Actual travel expenses will also be included in the monthly billing to include travel, meals, and hotel/extended stay not to exceed \$5,000 per month. Reasonable travel costs for the Gilroy area are expected and an itemized list of receipts will be provided with each invoice.



City of Gilroy

STAFF REPORT

Agenda Item Title: Adoption of a Resolution of the City Council of the City of Gilroy Approving a Fiscal Year 2022-2023 Budget Amendment for \$18,404 for an Edward Byrne Memorial Justice Assistance Grant

Meeting Date: June 19, 2023
 From: Jimmy Forbis, City Administrator
 Department: Police
 Submitted By: Pedro Espinoza, Police Chief
 Prepared By: Patricia Vigil, Management Analyst

STRATEGIC PLAN GOALS

Ensure Neighborhood Equity from City Services

RECOMMENDATION

Adopt a resolution of the City Council of the City of Gilroy amending the budget for Fiscal Year 2022-2023 and appropriating proposed expenditure amendments.

EXECUTIVE SUMMARY

The City of Gilroy has been awarded the annual Edward Byrne Memorial Justice Assistance Grant (JAG) for the last several years. The JAG Program is the leading source of federal justice funding to state and local jurisdictions. The JAG program provides local governments with critical funding necessary to support a range of program areas in law enforcement, personnel, and equipment programs.

The City of Gilroy Police Department was awarded a grant of \$18,404 towards the purchase of ceramic protective plates and carriers for Police Officers.

BACKGROUND

The United States Department of Justice; Bureau of Justice Assistance (BJA) releases a yearly solicitation for grant applications, and the Police Department received approval of the grant application for \$18,404 to use towards public safety equipment.

ANALYSIS

The JAG grant furthers the Police Department's law enforcement efforts by enhancing law enforcement, personnel, and equipment programs.

Because of past and current fiscal restraints, the purchase of this vital equipment would be difficult without grant funding. This equipment is necessary to effectively meet the demands placed on our officers while protecting their health and well-being to help reduce body fatigue, improve mobility, and provide necessary protection to combat and reduce violent crime.

The JAG grant funding has been a benefit to the City for several years. In prior years, grant funds have been used towards the purchase of public safety officer equipment, technology enhancements, and ergonomic equipment for officer workstations to allow for sit/stand workspaces.

To receive funding, City Council action is required to appropriate the grant funds into the FY23 budget for Fund 225. The proposed FY23 appropriation is as follows:
Org/Object Code: 2253000-53120/43110.

ALTERNATIVES

Reject approval to appropriate the Edward Byrne Memorial Justice Assistance Grant funds for \$18,404 into the FY23 Budget. Staff does not recommend this option as it would mean alternative funding would have to be identified.

FISCAL IMPACT/FUNDING SOURCE

Approval of this action would appropriate the grant funding and increase revenue and expenditure appropriations to the Police Grants Fund, Fund 225, by \$18,404 in the FY23 budget towards the purchase of ceramic protective plates and carriers.

Attachments:

1. Fiscal Year 2023 JAG Budget Amendment Draft Resolution

RESOLUTION NO. 2023-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF GILROY AMENDING THE BUDGET FOR THE CITY
OF GILROY FOR FISCAL YEAR 2022-2023 IN THE
POLICE GRANTS FUND AND APPROPRIATING
PROPOSED EXPENDITURE AMENDMENTS**

WHEREAS, the City Administrator prepared and submitted to the City Council a budget for the City of Gilroy for Fiscal Years 2021-2022 and 2022-2023, and the City Council carefully examined, considered and adopted the same on June 7, 2021; and

WHEREAS, City Staff has prepared and submitted to the City Council a proposed amendment to said budget for Fiscal Year 2022-2023 for the City of Gilroy in the staff report dated June 19, 2023 for the Police Grants Fund, appropriating funding received from the United States Department of Justice; Bureau of Justice Assistance and,

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

NOW, THEREFORE, BE IT RESOLVED THAT appropriations in the Police Grants Fund, Fund 225, is hereby increased by \$18,404 for Fiscal Year 2022-2023.

PASSED AND ADOPTED this 19th day of June 2023 by the following roll call vote:

AYES: **COUNCILMEMBERS:**

NOES: **COUNCILMEMBERS:**

ABSENT: **COUNCILMEMBERS:**

APPROVED:

ATTEST:

Marie Blankley, Mayor

Thai Pham, City Clerk

RESOLUTION NO. 2023-XX



City of Gilroy

STAFF REPORT

Agenda Item Title: **Approval of a Fifth Amendment to the Agreement with Lynx Technologies for Geographic Information System (GIS) Support and Maintenance for an additional \$96,775, for a total not-to-exceed amount of \$448,590**

Meeting Date: June 19, 2023
 From: Jimmy Forbis, City Administrator
 Department: Finance
 Submitted By: Harjot Sangha, Finance Director
 Prepared By: Harjot Sangha, Finance Director

STRATEGIC PLAN GOALS

Maintain and Improve City Infrastructure

RECOMMENDATION

Approve and authorize the City Administrator to execute the fifth amendment to the agreement with Lynx Technologies for Geographic Information System (GIS) Support and Maintenance for an additional \$96,775, for a total not-to-exceed amount of \$448,590.

EXECUTIVE SUMMARY

The City contracts with Lynx Technologies to provide ongoing GIS data maintenance and support services, including special one-time GIS-related projects for the City's various departments. The current agreement is set to expire at the end of July 2023. Staff is recommending Council approve the fifth amendment to the agreement with Lynx Technologies to continue providing GIS-related services for fiscal year (FY) 2023-24 (FY24), which includes migration of GIS services to be on-premises by the end of the fiscal year. The fifth amendment will add an additional \$96,775 to the contract for a revised total not-to-exceed amount of \$448,590.

ANALYSIS

Lynx Technologies provides basic and ongoing GIS data maintenance support, as well as several special projects and one-time activities. These special projects include preparation for the integration of GIS with EnerGov, the land management system being implemented for Community Development Department permitting and project tracking, and Cityworks, a maintenance management system for Public Works.

Lynx Technologies continues to complete the special projects and one-time tasks for departments under the previous amendment to the contract. This amendment extends the basic and ongoing GIS data maintenance support for one more year. The basic tasks include:

- Public Works Maintenance: Land base mapping, addresses, streets, parcels, utilities (water, sewer, storm).
- Planning Maintenance: Overlays for downtown, General Plan, and planning maps (Vehicle Miles Traveled, Planned Unit Developments, farmland, environmental studies, and agency data imports).
- Fire Department Maintenance: Monthly street and address database updates; Wall map updates.
- Police Computer Aided Dispatch (CAD) Updates: Monthly update GIS address points and streets in the Police Department CAD template Maverick Mapping software, and backup of current Live maps and data imported into the Live environment.
- Open Data Portal: Work with ESRI's Open Data environment to provide systematic and automated data for the City's goal of providing data for public consumption.

These GIS support services are needed to continue infrastructure upgrades and ongoing projects and perform GIS updates.

The City has successfully recruited and filled the GIS Analyst role within the Information Technology Division. Consistent with the long-term vision of bringing the City's GIS services in-house and on-premises, staff expects FY24 will be the last year Lynx Technologies' services will be needed for ongoing data maintenance and support as the scope includes migration of the services to the City and related training.

The total budget for FY24 is \$140,590. Since the services are billed on actual hours worked throughout the year, the actual expenditures in prior years have typically been under budget. As such, the current agreement has a remaining balance of \$44,165, and with the additional \$96,775 request for the fifth amendment, the cost for the scope of work for FY24 will be fully covered.

9.5

Approval of a Fifth Amendment to the Agreement with Lynx Technologies for Geographic Information System (GIS) Support and Maintenance for an additional \$96,775, for a total not-to-exceed amount of \$448,590

ALTERNATIVES

Council may elect not to approve the fifth amendment to the agreement. This would limit City departments' ability to access, use, and share GIS information, especially public safety departments. This alternative is not recommended.

FISCAL IMPACT/FUNDING SOURCE

The fifth amendment will extend the term for an additional year and add an additional \$96,775 to the agreement for a revised total not-to-exceed amount of \$448,590. The FY24 GIS services scope will be funded by various funds, including the Development Impact Fee Funds (storm drain, traffic, water, sewer, public facilities), Enterprise funds (water and sewer), the General Fund (for public safety operation and development review activities), and Information Technology Fund (for GIS training and migration to on-premises). No budgetary action is needed as the recently adopted FY24 budget contains the necessary appropriations needed to fund this agreement.

Attachments:

1. Fifth Amendment
2. Fourth Amendment
3. Third Amendment
4. Second Amendment
5. First Amendment
6. Original Agreement

**FIFTH AMENDMENT TO THE AGREEMENT FOR SERVICES BETWEEN THE CITY OF
GILROY AND LYNX TECHNOLOGIES, INC.**

WHEREAS, the City of Gilroy, a municipal corporation ("City"), and Lynx Technologies, Inc. entered into that certain agreement entitled "Agreement for Services", effective on July 31, 2018, hereinafter referred to as "Original Agreement"; and

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

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

1. The first paragraph of Article 1 (Term of Agreement) of the Original Agreement shall be amended to read as follows:

"This Agreement will become effective on July 31, 2018 and continue in effect through July 31, 2024 unless terminated in accordance with the provisions of **Article 7** of this Agreement."

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

"In consideration for the services to be performed by CONSULTANT, CITY agrees to pay CONSULTANT the amounts set forth in **Exhibit "D"** ("Payment Schedule"). In no event however shall the total compensation paid to CONSULTANT exceed \$448,590."

3. Exhibit "B" (Scope of Services) of the original agreement is hereby replaced with the attached Exhibit "B".

4. This Amendment shall be effective on July 31, 2023.

5. Except as expressly modified herein, all of the provisions of the Original Agreement shall remain in full force and effect. In the case of any inconsistencies between the Original Agreement and this Amendment, the terms of this Amendment shall control.

6. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

CITY OF GILROY

By: _____

[signature]

Jimmy Forbis

[employee name]

City Administrator

[title/department]

Date: _____

Approved as to Form

City Attorney

LYNX TECHNOLOGIES, INC.

By: _____
DocuSigned by:
Patrick Kelleher, CEO

3E32219E7D6A4BB...

[signature]

Patrick Kelleher

[name]

CEO

[title]

Date: 6/9/2023

ATTEST:

City Clerk

Exhibit “B”**Scope of Services****Scope of Services and Breakdown of Labor Categories**

Item	2023/2024			
	Hrs./ Month	Hourly Rate	\$ / Month	\$ / Year
<u>1.A Public Works Maintenance:</u> Land base mapping, addresses, streets, parcels, utilities (water, sewer, storm)	65	\$75	\$4,875	\$58,500
<u>1.B Planning Maintenance:</u> overlays for downtown, general plan, zoning, planning maps: VMT, PUDs, farmland, CEQA IS, agency data imports),	8.7	\$75	\$652.50	\$7,830
<u>1.C Fire Department Maintenance</u> Monthly street and address database updates. Wall map updates	2.6	\$75	\$195	\$2,340
<u>1.D Police CAD Updates</u> Approximately every 4 weeks, update GIS Address points and Streets in Police Dept. CAD template Maverick Mapping software. 1. Import into the Test environment, verify addresses and streets for updates. Fix any problems that might arise. 2. Back up current Live maps and data, Import into the Live environment Dispatch will confirm to make sure everything is working correctly. If there are any problems the CAD will be switched back to the previous version.	3.5	\$75	\$262.50	\$3,150

<u>2.1 GIS Enterprise Upgrade:</u> Upgrade database to version 11.x, impose standards, metadata, migrate feature layers to ArcGIS Pro including all web services web maps and other content. Migrate to be aligned with modern ArcGIS Solutions using the ESRI/LGIM model and SME experience per proposed specification.	16.7	\$75	\$1,252.50	\$15,030
<u>2.2 GIS Migration to City Hall</u> Work with City IT to install ArcGIS Server Enterprise and VertiGIS North America's Geocortex software. Configure users and security, migrate sites from current hosted environment to on-premise. Testing. Ongoing maintenance and management on-site as required and remotely.	16.7	\$75	\$1,252.50	\$15,030
<u>2.3 Easements</u> Convert existing linework of 12,145 features to polygons. Re-visit record drawings and capture date, type and width, hyperlink polygonised feature to County Record document.	40	\$75	\$3,000	\$36,000
<u>2.4 Training</u> Train Gilroy's GIS staff on Geocortex Essentials Manager. Training will be conducted via Teams or Zoom, in weekly 1- to 1½ hrs. sessions. Task includes ongoing support.	6	\$85	\$510	\$3,060

Total for FY2023-24 - \$140,940

**FOURTH AMENDMENT TO THE AGREEMENT FOR SERVICES BETWEEN THE CITY OF
GILROY AND LYNX TECHNOLOGIES, INC.**

WHEREAS, the City of Gilroy, a municipal corporation (“City”), and Lynx Technologies, Inc. entered into that certain agreement entitled “Agreement for Services”, effective on July 31, 2018, hereinafter referred to as “Original Agreement”; and

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

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

1. The first paragraph of Article 1 (Term of Agreement) of the Original Agreement shall be amended to read as follows:

“This Amendment will become effective on July 31, 2018 and continue in effect through July 31, 2023 unless terminated in accordance with the provisions of **Article 7** of this Agreement.”

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

“In consideration for the services to be performed by CONSULTANT, CITY agrees to pay CONSULTANT the amounts set forth in **Exhibit “D”** (“Payment Schedule”). In no event however shall the total compensation paid to CONTRACTOR exceed \$351,815.

3. Exhibit “B” (Scope of Services) of the original agreement is hereby replaced with the attached Exhibit “B”.

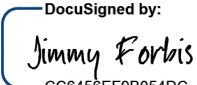
4. This Amendment shall be effective on August 2, 2022.

5. Except as expressly modified herein, all of the provisions of the Original Agreement shall remain in full force and effect. In the case of any inconsistencies between the Original Agreement and this Amendment, the terms of this Amendment shall control.

6. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

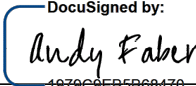
IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the dates set forth besides their signatures below.

CITY OF GILROY

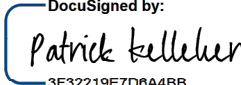
By:  DocuSigned by:
CC6458EF9B054DC...
[signature]
Jimmy Forbis
[employee name]
City Administrator
[title/department]

Date: 8/9/2022

Approved as to Form

 DocuSigned by:
1979C8EB5B60470...
City Attorney

LYNX TECHNOLOGIES, INC.

By:  DocuSigned by:
3F32219E7D8A4BB...
[signature]
Patrick Kelleher
[name]
CEO
[title]

Date: 8/2/2022

ATTEST:

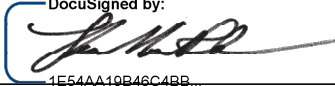
 DocuSigned by:
1E54AA10B46C4BB...
City Clerk

EXHIBIT "B"
SCOPE OF SERVICES

TABLE B – Scope of Services and Breakdown of Labor Categories

Item	2022/2023			
	Hrs./ Month	Hourly Rate	\$ / Month	\$ / Year
<u>1.A Public Works Maintenance:</u> Land base mapping, addresses, streets, parcels, utilities (water, sewer, storm)	65	\$75	\$4,865	\$58,390
<u>1.B Planning Maintenance:</u> overlays for downtown, general plan, zoning, planning maps: VMT, PUDs, farmland, CEQA IS, agency data imports),	8.7	\$75	\$650	\$7,800
<u>1.C Fire Department Maintenance</u> Monthly street and address database updates. Wall map updates	2.6	\$75	\$195	\$2,340
<u>1.D Police CAD Updates</u> Approximately every 4 weeks, update GIS Address points and Streets in Police Dept. CAD template Maverick Mapping software. 1. Import into the Test environment, verify addresses and streets for updates. Fix any problems that might arise. 2. Back up current Live maps and data, Import into the Live environment Dispatch will confirm to make sure everything is working correctly. If there are any problems the CAD will be switched back to the previous version.	3.5	\$75	\$260	\$3,120

Item	2022/2023			
	Hrs./ Month	Hourly Rate	\$ / Month	\$ / Year
<u>2.1 GIS Web Viewer, Development, and Administration:</u> With new City implemented and more robust web viewer using ArcGIS Server and Geocortex environments: Simplify public noticing tool, integrate MTC data with City's GIS to allow for more advanced reporting, improve Planning Dept. vicinity map, add a tool for track changes, and improve search tools. Increase viewers (planning, public works, front counter, public data, etc.), increase ability to control default data layer symbology and display, simplify addition of new layers, creation of functional search bar, open street map aerial, tool expansion, parcel query tool and mailing label generator, simplified parcel and shapefile buffering.	7.8	\$75	\$583	\$7,000
<u>2.2 GIS Migration to City Hall</u> Work with City IT to install ArcGIS Server Enterprise and Latitude Geographics' Geocortex software. Configure users and security, migrate sites from current hosted environment to on-premise. Testing. Ongoing maintenance and management on-site as required and remotely.	16.7	\$75	\$1,250	\$15,000

**THIRD AMENDMENT TO THE AGREEMENT FOR SERVICES BETWEEN THE CITY OF
GILROY AND LYNX TECHNOLOGIES, INC.**

WHEREAS, the City of Gilroy, a municipal corporation (“City”), and Lynx Technologies, Inc. entered into that certain agreement entitled “Agreement for Services”, effective on July 31, 2018, hereinafter referred to as “Original Agreement”; and

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

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

1. The first paragraph of Article 1 (Term of Agreement) of the Original Agreement shall be amended to read as follows:

“This Amendment will become effective on July 31, 2018 and continue in effect through July 31, 2022 unless terminated in accordance with the provisions of **Article 7** of this Agreement.”

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

“In consideration for the services to be performed by CONSULTANT, CITY agrees to pay CONSULTANT the amounts set forth in **Exhibit “D”** (“Payment Schedule”). In no event however shall the total compensation paid to CONTRACTOR exceed \$326,325.

3. Exhibit “B” (Scope of Services) of the original agreement is hereby replaced with the attached Exhibit “B”.

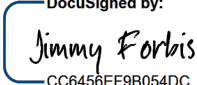
4. This Amendment shall be effective on August 2, 2021.

5. Except as expressly modified herein, all of the provisions of the Original Agreement shall remain in full force and effect. In the case of any inconsistencies between the Original Agreement and this Amendment, the terms of this Amendment shall control.

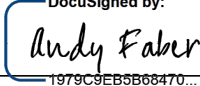
6. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

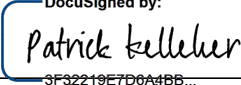
CITY OF GILROY

By:  CC6458EF9B054DC...
[signature]
Jimmy Forbis
[employee name]
City Administrator
[title/department]
Date: 10/12/2021

Approved as to Form

 1979C9EB5B68470...
City Attorney

LYNX TECHNOLOGIES, INC.

By:  3F32219E7D6A4BB...
[signature]
Patrick Kelleher
[name]
CEO
[title]
Date: 10/5/2021

ATTEST:

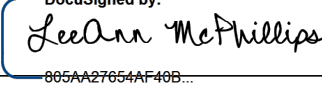
 805AA27654AF40B...
City Clerk

EXHIBIT “B”**SCOPE OF SERVICES**

Item	Previous Year Funding	2021/2022			
		Hrs./ Month	Hourly Rate	\$ / Month	\$ / Year
<u>1.A Public Works Maintenance:</u> Land base mapping, addresses, streets, parcels, utilities (water, sewer, storm)	\$43,670	56	\$65	\$3,640	\$43,670
<u>1.B Planning Maintenance:</u> overlays for downtown, general plan, planning maps: VMT, PUDs, farmland, CEQA IS, agency data imports)	\$7,800	10	\$65	\$650	\$7,800
<u>1.C Fire Department Maintenance</u> Monthly street and address database updates. Wall map updates.	\$2,340	3	\$65	\$195	\$2,340
<u>1.D Police CAD Updates</u> Approximately every 4–6 weeks, update GIS Address points and Streets in Police Dept. CAD template Maverick Mapping software. 1. Import into the Test environment, verify addresses and streets for updates. Fix any problems that might arise. 2. Back up current Live maps and data, Import into the Live environment Dispatch will confirm to make sure everything is working correctly. If there are any problems the CAD will be switched back to the previous version.	\$3,120	4	\$65	\$260	\$3,120
<u>1.E Open Data Portal</u> Work with ESRI’s Open Data environment to provide systematic and automated data for the City’s mission to provide data for public consumption.	\$1,560	2	\$65	\$130	\$1,560
<u>2.0 GIS Training and Onsite Support:</u> Meet with staff on a as needed basis, collectively develop GIS based user-defined needs and priorities. Task assumes meeting or training 6 hours every 2 months.	\$3,060	As Needed	\$85	As Needed	\$0
<u>3.0 GIS Web Viewer, Development, and Administration:</u> With new City implemented and more robust web viewer using ArcGIS Server and Geocortex environments: Simplify public noticing tool, integrate MTC data with City’s GIS to allow for more advanced reporting, improve Planning Dept. vicinity map, add a tool for track changes, and improve search tools. Increase viewers (planning, public works, front counter, public data, etc.), increase ability to control default data layer symbology and display, simplify addition of new	\$6,240	8	\$65	\$520	\$0*

layers, creation of functional search bar, open street map aerial, tool expansion, parcel query tool and mailing label generator, simplified parcel and shapefile buffering.					
<u>4.A Land Management System GIS Integration</u> Work with City IT and Tyler Technologies staff to integrate GIS and EnerGov Permit Tracking. Attend meeting, site configuration, data schema changes and migration as required. Ongoing management and maintenance as required.	\$10,200	10	\$85	\$850	\$0*
<u>4.B GIS Migration to City Hall</u> Work with City IT to install ArcGIS Server Enterprise and Latitude Geographics' Geocortex software. Configure users and security, migrate sites from current hosted environment to on-premise. Testing. Ongoing maintenance and management on-site as required and remotely.	\$20,400	20	\$85	\$1,700	\$0*
<u>4.C Address Check Correction Assistance</u> Develop a Master Address database in GIS that can be used to validate other business systems. Three development phases: 1) Extract existing data resources: finance, old permitting system, etc and side-by-side comparison with GIS. Modify existing GIS schema to identify source and validation mechanism; 2) Purchase / Validate outcome of 1) against CAS-certified vendor. Example, SmartyStreets. This will return a list of certification codes for all addressable records; 3) Field mapping and verification using GIS Collector App. Using 1 and 2 tasks above, identified 'hot spots' such as downtown to physically walk targeted areas to confirm or reject addresses.	\$15,600	20	\$65	\$1,300	\$0*
<u>5.0 Miscellaneous Ad hoc Requests:</u> provide additional services to the City only as requested and approved by the City.	\$7,000	As Needed	\$65	As Needed	\$5,000
Totals	\$120,990	75		\$4,875	\$63,490

*These are one-time projects that have been previously allocated a budget via amendment #2 and are reflected in the contact capacity for this agreement.

**SECOND AMENDMENT TO THE AGREEMENT FOR SERVICES BETWEEN THE CITY OF
GILROY AND LYNX TECHNOLOGIES, INC.**

WHEREAS, the City of Gilroy, a municipal corporation ("City"), and Lynx Technologies, Inc. entered into that certain agreement entitled "Agreement for Services", effective on July 31, 2018, hereinafter referred to as "Original Agreement"; and

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

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

1. The first paragraph of Article 1 (Term of Agreement) of the Original Agreement shall be amended to read as follows:

"This Amendment will become effective on July 31, 2018 and continue in effect through July 31, 2021 unless terminated in accordance with the provisions of **Article 7** of this Agreement."

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

"In consideration for the services to be performed by CONSULTANT, CITY agrees to pay CONSULTANT the amounts set forth in **Exhibit "D"** ("Payment Schedule"). In no event however shall the total compensation paid to CONTRACTOR exceed \$282,600.

3. Exhibit "B" (Scope of Services) of the original agreement is hereby replaced with the attached Exhibit "B".

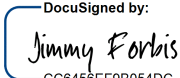
4. This Amendment shall be effective on July 31, 2020.

5. Except as expressly modified herein, all of the provisions of the Original Agreement shall remain in full force and effect. In the case of any inconsistencies between the Original Agreement and this Amendment, the terms of this Amendment shall control.

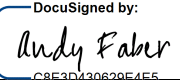
6. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

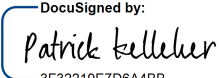
CITY OF GILROY

By: 
[signature]
Jimmy Forbis
[employee name]
Interim City Administrator
[title/department]
Date: 9/25/2020

Approved as to Form


[signature]
City Attorney

LYNX TECHNOLOGIES, INC.

By: 
[signature]
Patrick Kelleher
[name]
CEO
[title]
Date: 9/24/2020

ATTEST:

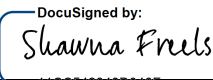

[signature]
City Clerk

EXHIBIT “B”**SCOPE OF SERVICES**

Item	2020/2021			
	Hrs./ Month	Hourly Rate	\$ / Month	\$ / Year
<u>1.A Public Works Maintenance:</u> Land base mapping, addresses, streets, parcels, utilities (water, sewer, storm)	56	\$65	\$3,640	\$43,670
<u>1.B Planning Maintenance:</u> overlays for downtown, general plan, planning maps: VMT, PUDs, farmland, CEQA IS, agency data imports)	10	\$65	\$650	\$7,800
<u>1.C Fire Department Maintenance</u> Monthly street and address database updates. Wall map updates.	3	\$65	\$195	\$2,340
<u>1.D Police CAD Updates</u> Approximately every 4–6 weeks, update GIS Address points and Streets in Police Dept. CAD template Maverick Mapping software. 1. Import into the Test environment, verify addresses and streets for updates. Fix any problems that might arise. 2. Back up current Live maps and data, Import into the Live environment Dispatch will confirm to make sure everything is working correctly. If there are any problems the CAD will be switched back to the previous version.	4	\$65	\$260	\$3,120
<u>1.E Open Data Portal</u> Work with ESRI’s Open Data environment to provide systematic and automated data for the City’s mission to provide data for public consumption.	2	\$65	\$130	\$1,560
<u>2.0 GIS Training and Onsite Support:</u> Meet with staff on a as needed basis, collectively develop GIS based user-defined needs and priorities. Task assumes meeting or training 6 hours every 2 months.	As Needed	\$85	As Needed	\$3,060
<u>3.0 GIS Web Viewer, Development, and Administration:</u> With new City implemented and more robust web viewer using ArcGIS Server and Geocortex environments: Simplify public noticing tool, integrate MTC data with City’s GIS to allow for more advanced reporting, improve Planning Dept. vicinity map, add a tool for track changes, and improve search tools. Increase viewers (planning, public works, front counter, public data, etc.), increase ability to control default data layer symbology and display, simplify addition of new	8	\$65	\$520	\$6,240

layers, creation of functional search bar, open street map aerial, tool expansion, parcel query tool and mailing label generator, simplified parcel and shapefile buffering.				
<u>4.A Land Management System GIS Integration</u> Work with City IT and Tyler Technologies staff to integrate GIS and EnerGov Permit Tracking. Attend meeting, site configuration, data schema changes and migration as required. Ongoing management and maintenance as required.	10	\$85	\$850	\$10,200
<u>4.B GIS Migration to City Hall</u> Work with City IT to install ArcGIS Server Enterprise and Latitude Geographics' Geocortex software. Configure users and security, migrate sites from current hosted environment to on-premise. Testing. Ongoing maintenance and management on-site as required and remotely.	20	\$85	\$1,700	\$20,400
<u>4.C Address Check Correction Assistance</u> Develop a Master Address database in GIS that can be used to validate other business systems. Three development phases: 1) Extract existing data resources: finance, old permitting system, etc and side-by-side comparison with GIS. Modify existing GIS schema to identify source and validation mechanism; 2) Purchase / Validate outcome of 1) against CAS-certified vendor. Example, SmartyStreets. This will return a list of certification codes for all addressable records; 3) Field mapping and verification using GIS Collector App. Using 1 and 2 tasks above, identified 'hot spots' such as downtown to physically walk targeted areas to confirm or reject addresses.	20	\$65	\$1,300	\$15,600
<u>5.0 Miscellaneous Ad hoc Requests:</u> provide additional services to the City only as requested and approved by the City.	As Needed	\$65	As Needed	\$7,000
Totals	133		\$9,245	\$120,990

**FIRST AMENDMENT TO THE AGREEMENT FOR SERVICES BETWEEN
CITY OF GILROY AND LYNX TECHNOLOGIES, INC. FOR ON-CALL GEOGRAPHIC
INFORMATION SYSTEMS (GIS) SUPPORT SERVICES DATED DECEMBER 15, 2013**

WHEREAS, the City of Gilroy, a municipal corporation ("City"), and Lynx Technologies, Inc. entered into that certain agreement entitled On-Call Geographic Information Systems (GIS) Support Services, effective on December 15, 2013, hereinafter referred to as "Original Agreement"; and

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

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

1. Article 1, "Term of Agreement" of the Original Agreement shall be amended to read as follows:

"This Agreement will become effective on August 4, 2015 and will continue in effect through December 31, 2017 unless terminated in accordance with the provisions of Article 7 of this Agreement."

2. Article 4, Section A "Consideration" of the Original Agreement shall have the second sentence amended to read as follows:

"In no event however shall the total compensation paid to CONSULTANT exceed \$200,000.00.

3. Article 5, Section D "Insurance" of the Original Agreement shall be amended to read as follows:

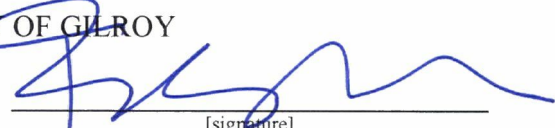
"In addition to any other obligations under this Agreement, CONSULTANT shall, at no cost to CITY, obtain and maintain throughout the term of this Agreement: (a) Commercial Liability Insurance on a per occurrence basis, including coverage for owned and non-owned automobiles, with a minimum combined single limit coverage of \$1,000,000 per occurrence for all damages due to bodily injury, sickness or disease, or death to any person, and damage to property, including the loss of use thereof; and (b) Professional Liability Insurance (Errors & Omissions) with a minimum coverage of \$1,000,000 per occurrence or claim, and \$2,000,000 aggregate; provided however, Professional Liability Insurance written on a claims made basis must comply with the requirements set forth below. Professional Liability Insurance written on a claims made basis (including without limitation the initial policy obtained and all subsequent policies purchased as renewals or replacements) must show the retroactive date, and the retroactive date must be before the earlier of the effective date of the contract or the beginning of the contract work. Claims made Professional Liability Insurance must be maintained, and written evidence of insurance must be provided, for at least five (5) years after the completion of the contract work. If claims made coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the earlier of the effective date of the contract or the beginning of the contract work, CONSULTANT must purchase so called "extended reporting" or "tail" coverage for a minimum of five (5) years after completion of work, which must also show a retroactive date that is before the earlier of the effective date

of the contract or the beginning of the contract work. As a condition precedent to CITY'S obligations under this Agreement, CONSULTANT shall furnish written evidence of such coverage (naming CITY, its officers and employees as additional insureds on the Comprehensive Liability insurance policy referred to in (a) immediately above via a specific endorsement) and requiring thirty (30) days written notice of policy lapse or cancellation, or of a material change in policy terms."

4. Exhibit "A" (Specific Provisions), Section II.A. "Notice to Proceed" of the Original Agreement shall be amended to include Maria Angeles as the designated City contact person for the scope of services included in this Amendment.
5. Exhibit "A" (Specific Provisions), Section V.H. "Notices" of the Original Agreement shall be amended to include Maria Angeles, Development Engineer as the City contact person who will receive the notices.
6. Exhibit "C" (Payment Schedule) of the Original Agreement shall be amended to add the Lynx Technologies, Inc. service cost and schedule with a contract amount not to exceed \$200,000.00.
7. This Amendment shall be effective on August 4, 2015.
8. Except as expressly modified herein, all of the provisions of the Original Agreement shall remain in full force and effect. In the case of any inconsistencies between the Original Agreement and this Amendment, the terms of this Amendment shall control.
9. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

CITY OF GILROY

By: 

[signature]

Thomas J. Haglund

[employee name]

City Administrator

[title/department]

Date: 10/10/15

LYNX TECHNOLOGIES, Inc.

By: 

[signature]

Patrick Kelleher

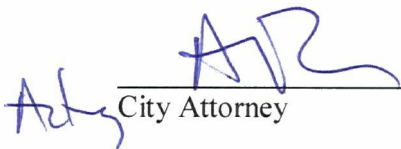
[name]

CEO

[title]

Date: 8/26/15

Approved as to Form

 City Attorney

ATTEST:

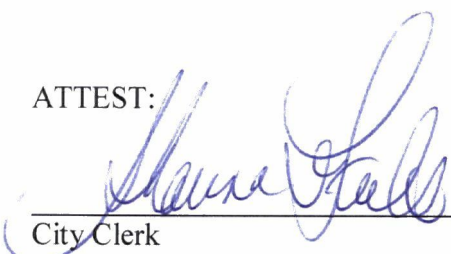
 City Clerk

EXHIBIT "C"
PAYMENT SCHEDULE

COST & SCHEDULE

All costs are based on an hourly rate of \$65 except where noted. Costs include all travel time, overhead expenses, project management, and cost of materials.



Gilroy Schedule C			
	2015/16	2016/17	Total Cost
Offsite	Hours per Month	Hours per Month	
Maintenance			
Basemap (Parcels, Addresses, Streets)	25	25	
Utilities (Sewer, Water, Storm)	26	26	
Additional Assets (Street Lights, Buildings, Signs)	5	5	
Fire Department / CAD Updates	8	8	
Other (e.g. Zoning, Transportation, Land Use, Tracts)	4	4	
Ad hoc Requests	4	4	
Project Management	8	8	
<i>Maintenance Subtotal</i>	80	80	\$ 124,800
Projects - New Content		Item Cost	
Road Casings (Include Private and Public)		45	\$ 2,920
Traffic Control & Street Signs		100	\$ 6,500
Road Striping and Legends		100	\$ 6,500
<i>New Content Subtotal*</i>			\$ 15,920
Onsite & GIS Web Development	Hours per Month	Hours per Month	
Database web service Admin / Mgmt.	8	8	
Internal Site Development	8	8	
Public Site Development	8	8	
CMMS Development / Administration	4	4	
GIS User Group Meetings	0	2	
Tiburon / PD CAD Issues	4	4	
GIS Development Meetings	2	4	
New Aerial Acquisition	0	4	
<i>Onsite and Web Subtotal</i>	34	42	\$ 59,280
Total			\$ 200,000
*Preliminary Estimate			
Mapping Requests (hard copy)	Quoted per department / not in scope)		

COST & SCHEDULE

Additional Cost Schedule:

Labor:

All labor is based on \$65 per hour for the term of this agreement

Printing Fees:

A-size: \$2

B-size: \$4

Other: \$3 per sq. ft

Laminating fees: \$2/sq ft

GPS Data Collection:

\$800 per day. Includes Leica 1200 RTK data collector and 1-person crew, travel

COST & SCHEDULE

*** Maintenance Costs.** These estimates are based on actual times, averages over the past 13 months.

**** General GIS Services.** All additional theme data is included, limited to the existing budget. GPS based development is additional. For example Street Signs, traffic control devices and tree inventory are additional based on the fee schedule above.

The research for new aerial imagery is included in the above fees, actual acquisition of aerial imagery is not included.

***** GIS Consulting Enterprise Development.** Data loading and testing is included as part of this task however, data configuration or development is included.

Schedule

Maintenance is scheduled on a monthly basis with progress reports will be quarterly and project management meetings on a monthly basis. General GIS Consulting services will be as-available. Priorities and time schedule will be developed prior to commencement of actual work performed.

Enterprise planning and design meetings will be scheduled separately from Basemap Maintenance meetings. This can be easily managed by scheduling a full day at the City. For example, monthly basemap meetings are generally held in the morning from 9:30 – 11:30 and Enterprise planning meetings held after lunch from 1:30 – 3:30.

Onsite will be weekly, one-day including travel time. Patrick Kelleher will be responsible for onsite work. Onsite will include coordination with the City, Tiburon CAD updates, database administration and web development.



CERTIFICATE OF LIABILITY INSURANCE

9.5
DATE (MM/DD/YYYY)
08/31/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 	Aleene Althouse Agency 1215 Mission St. Santa Cruz, CA 95060	CONTACT NAME: Aleene Althouse PHONE (A/C, No, Ext): 831-420-1555 FAX (A/C, No): 831-460-1120 E-MAIL ADDRESS:
		INSURER(S) AFFORDING COVERAGE INSURER A: State Farm General Insurance Company INSURER B: State Farm Fire and Casualty Company INSURER C: INSURER D: INSURER E: INSURER F:
INSURED	Lynx Technologies Inc. 1350 41st Avenue, Suite 202 Capitola, CA 95010	NAIC # 25151 25143

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			97-QE-4200-7	05/16/2015	05/16/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A			97-B0-W731-8	05/16/5015	05/16/2016	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Gilroy, its officers and employees
7351 Rosanna Street
Gilroy, CA 95020

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Donna Seda

Digitally signed by Donna Seda
DN: cn=Donna Seda, o=State Farm, ou,
email=donna.seda.d2y@statefarm.com, c=US
Date: 2015.08.31 11:59:30 -0700

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VEHICLE OR EQUIPMENT CERTIFICATE OF INSURANCE

9-5
DATE (MM/DD/YYYY)
08/31/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

This form is used to report coverages provided to a single specific vehicle or equipment. Do not use this form to report liability coverage provided to multiple vehicles under a single policy. Use ACORD 25 for that purpose.

PRODUCER  Aleene Althouse Agency 1215 Mission Street Santa Cruz, CA 95060		CONTACT NAME: Aleene Althouse PHONE (A/C, No, Ext): 831-420-1555 FAX (A/C, No): 831-460-1120 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:	
INSURED Kelleher, Patrick 1350 41st Ave Ste 202 Capitola, CA 95010		INSURER(S) AFFORDING COVERAGE INSURER A : State Farm Mutual Automobile Insurance Company INSURER B : INSURER C : INSURER D : INSURER E :	
		NAIC # 25178	

DESCRIPTION OF VEHICLE OR EQUIPMENT

YEAR 2013	MAKE / MANUFACTURER Mini	MODEL Cooper	BODY TYPE Conv	VEHICLE IDENTIFICATION NUMBER WMWSY3C57DT594095
DESCRIPTION				SERIAL NUMBER

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICY(IES) OF INSURANCE LISTED BELOW HAS/HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD(S) INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICY(IES) DESCRIBED HEREIN IS/ARE SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY(IES).

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		VEHICLE LIABILITY	288 4299-E29-05	05/29/2015	11/29/2015	COMBINED SINGLE LIMIT	\$
		BODILY INJURY (Per person)				\$ 1000000	
		BODILY INJURY (Per accident)				\$ 1000000	
		PROPERTY DAMAGE				\$ 1000000	
		GENERAL LIABILITY				EACH OCCURENCE	\$
		OCCURRENCE				GENERAL AGGREGATE	\$
		CLAIMS MADE					\$
INSR LTR	LOSS PAYEE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS / DEDUCTIBLE	
		VEH COLLISION LOSS				☐ ACV ☐ AGREED AMT	\$ LIMIT
						☐ ☐ STATED AMT	\$ DED
		VEH COMP ☐ VEH OTC				☐ ACV ☐ AGREED AMT	\$ LIMIT
						☐ ☐ STATED AMT	\$ DED
		PROPERTY				☐ ACV ☐ AGREED AMT	\$ LIMIT
		☐ BASIC ☐ BROAD				☐ RC ☐ STATED AMT	\$ DED
		☐ SPECIAL				☐	\$

REMARKS (INCLUDING SPECIAL CONDITIONS / OTHER COVERAGES) (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

ADDITIONAL INTEREST

CANCELLATION

Select one of the following: ☒ The additional interest described below has been added to the policy(ies) listed herein by policy number(s). ☐ A request has been submitted to add the additional interest described below to the policy(ies) listed herein by policy number(s).			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
VEHICLE / EQUIPMENT INTEREST: ☐ LEASED ☐ FINANCED			DESCRIPTION OF THE ADDITIONAL INTEREST		
NAME AND ADDRESS OF ADDITIONAL INTEREST The City of Gilroy Its Officers and Employees 7351 Rosanna St. Gilroy, CA 95020			☒ ADDITIONAL INSURED ☐ LOSS PAYEE ☐ LENDER'S LOSS PAYEE ☐		
			LOAN / LEASE NUMBER		
			AUTHORIZED REPRESENTATIVE Donna Seda		

Digitally signed by Donna Seda
DN: cn=Donna Seda, o=State Farm, email=donna.seda@statefarm.com, c=US

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SECTION II ADDITIONAL INSURED ENDORSEMENT



Policy No.: 97-QE4200-7

Named Insured: LYNX TECHNOLOGIES INC

Additional Insured (include address):

THE CITY OF GILROY ITS
OFFICERS REPRESENTATIVES
AGENTS & EMPLOYEES
7351 ROSANNA ST
GILROY CA 95020-6196

WHO IS AN INSURED, under SECTION II DESIGNATION OF INSURED, is amended to include as an insured the Additional Insured shown above, but only to the extent that liability is imposed on that Additional Insured solely because of **your work** performed for that Additional Insured shown above.

Any insurance provided to the Additional Insured shall only apply with respect to a claim made or a **suit** brought for damages for which you are provided coverage.

The Primary Insurance coverage below applies only when there is an "X" in the box.

☐ **Primary Insurance.** The insurance provided to the Additional Insured shown above shall be primary insurance. Any insurance carried by the Additional Insured shall be noncontributory with respect to coverage provided to you.

All other policy provisions apply.



CERTIFICATE OF LIABILITY INSURANCE

9.5
DATE (MM/DD/YYYY)
09/04/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Professional Ins. Assoc./Shepherd & Associates 1100 Industrial Road, #3 San Carlos, CA 94070	CONTACT NAME: Chris Shepherd	
	PHONE (A/C, No, Ext): 408-526-1112 FAX (A/C, No): 408-526-1777	
	E-MAIL ADDRESS: chris@shepherd-insurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: HISCOX Insurance Company, Inc.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability / E&O Coverage		UDC-1627864-EO15	09/04/15	09/04/16	\$1,000,000 per claim and in the aggregate. Subject to a \$10,000 deductible per claim

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Professional Liability Coverage

CERTIFICATE HOLDER

City of Gilroy

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Chris Shepherd

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

This AGREEMENT made this 31st day of July, 20 18, between:

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

and CONSULTANT: Lynx Technologies, Inc., having a principal place of business at 1350 41st Ave, Suite 202 Capitola, CA 95010.

ARTICLE 1. TERM OF AGREEMENT

This Agreement will become effective on 7/31/18 and will continue in effect through 7/31/19 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.

PK
Initial

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

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

ARTICLE 3. SERVICES TO BE PERFORMED BY CONSULTANT

A. Specific Services

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

B. Method of Performing Services

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

C. Employment of Assistants

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

D. Place of Work

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

ARTICLE 4. COMPENSATION

A. Consideration

In consideration for the services to be performed by CONSULTANT, CITY agrees to pay CONSULTANT the amounts set forth in **Exhibit "D"** ("Payment Schedule"). In no event however shall the total compensation paid to CONSULTANT exceed \$72,000.00.

B. Invoices

CONSULTANT shall submit invoices for all services rendered.

C. Payment

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

D. Expenses

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

responsible for any expenses incurred by CONSULTANT in performing services for CITY, except for those expenses constituting "direct expenses" referenced on **Exhibit "A."**

ARTICLE 5. OBLIGATIONS OF CONSULTANT

A. Tools and Instrumentalities

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

B. Workers' Compensation

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

C. Indemnification of Liability, Duty to Defend

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

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

D. Insurance

In addition to any other obligations under this Agreement, CONSULTANT shall, at no cost to CITY, obtain and maintain throughout the term of this Agreement: (a) Commercial Liability Insurance on a per occurrence basis, including coverage for owned and non-owned automobiles, with a minimum combined single limit coverage of \$1,000,000 per occurrence for all damages due to bodily injury, sickness or disease, or death to any person, and damage to property,

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

E. Assignment

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

F. State and Federal Taxes

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

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

ARTICLE 6. OBLIGATIONS OF CITY

A. Cooperation of City

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

B. Assignment

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

ARTICLE 7. TERMINATION OF AGREEMENT

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

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

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

B. Termination by City for Default of Consultant

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

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

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

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

C. Termination for Failure to Make Agreed-Upon Payments

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

D. Transition after Termination

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

ARTICLE 8. GENERAL PROVISIONS

A. Amendment & Modification

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

B. Americans with Disabilities Act of 1990

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

C. Attorneys' Fees

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

D. Captions

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

E. Compliance with Laws

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

F. Conflict of Interest

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

G. Entire Agreement

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

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

H. Governing Law and Venue

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

I. Notices

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

J. Partial Invalidity

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

K. Time of the Essence

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

L. Waiver

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

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

CONSULTANT:

Lynx Technologies, Inc.

By: Patrick Kelleher

Name: Patrick Kelleher

Title: CEO

CITY:

CITY OF GILROY

By: Gabriel Gonzalez

Name: Gabriel Gonzalez

Title: City Administrator

Social Security or Taxpayer

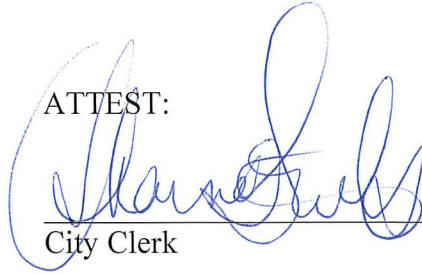
Identification Number 26-1717677

Approved as to Form



City Attorney

ATTEST:



City Clerk

EXHIBIT "A"

SPECIFIC PROVISIONS

I. PROJECT MANAGER

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

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

II. NOTICE TO PROCEED/COMPLETION OF SERVICE

A. NOTICE TO PROCEED

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

B. COMPLETION OF SERVICES

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

III. PROGRESS SCHEDULE

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

IV. PAYMENT OF FEES AND DIRECT EXPENSES

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

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. CONSULTANT 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

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

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

B. RESPONSIBILITY OF CONSULTANT

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

C. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT

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

D. CONFIDENTIALITY OF MATERIAL

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

E. NO PLEDGING OF CITY'S CREDIT.

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

F. OWNERSHIP OF MATERIAL.

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

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

G. NO THIRD PARTY BENEFICIARY.

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

H. NOTICES.

Notices are to be sent as follows:

CITY:

Gary Heap
City of Gilroy
7351 Rosanna Street
Gilroy, CA 95020

CONSULTANT:

Lynx Technologies, Inc.
1350 41st Ave., Suite 202
Capitola, CA
95010

I. FEDERAL FUNDING REQUIREMENTS.

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

1. DBE Program

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

2. Cost Principles

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

3. Covenant against Contingent Fees

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

EXHIBIT "B"
SCOPE OF SERVICES

EXHIBIT "B"**SCOPE OF SERVICES**

Item	Hours per Month	Total Cost
<i>Maintenance and Project Work</i> • Land base maintenance of parcel, street and address changes to the GIS. This includes monthly extraction of assessor's records, coordinating with county and the City to acquire all recording documents. • Building footprints for Commercial, High Density Residential, and Public Facilities. • Street Improvements i.e. classification of sidewalk, curb and gutter and existing PCI rating. • Assist engineering with future plans for Utility projects. This will include facilitating database design review, coordinating with contractors and help to analyze future GIS integration with CMMS. • Other overlays as needed. For example, downtown economic development layers, Specific Plan, and school districts will be added over the next few months. • Open Data Portal. Work with Microsoft's SSIS environment and other city staff to provide systematic and automated data for the City's mission to provide data for public consumption.	58	\$52,200
<i>Database Administration</i> • Software Upgrades • Software support and sever administrations (Application services, SQL Server administration) • Spatial indexing • Compressing the database periodically • Managing users access to layers etc. • Performance tuning • Version management and administration • Feature data set validation and rule-based integrity analyses • Develop a database model of the existing database • Develop a new database design based on current Best Management Practices with a focus on integration with the City's Community Development database, Tidemark. • Develop a versioning model and managing the versioned database.	8	\$7,200

<i>GIS Web Viewer, Development and Administration</i> • City GIS has implemented a new and more robust web viewer using ArcGIS Server and Geocortex environments. There is one internal site with several themed views for use by internal staff throughout the city. A second viewer was also released earlier this year for public access to spatial information. This viewer allows the public to use iPad and smartphone technology to view the GIS. • Continued development within these frameworks will expand functionality and ease of use for internal and external users. Integrate the existing MTC data with the city's GIS so that street moratorium and pavement condition and planned street improvement projects are available. Improve the architecture and performance of the GIS.	14	\$12,600
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TOTAL 80 \$72,000

EXHIBIT "C"**MILESTONE SCHEDULE**

Services will be provided on a monthly basis. Service equests will be prioritized on a as needed basis.

EXHIBIT "D"**PAYMENT SCHEDULE**

Work will be invoiced monthly. Invoices will only include actual hours worked rather than a preset amount and therefore will vary. All invoices will provide sufficient detail of work performed.



City of Gilroy

STAFF REPORT

Agenda Item Title: **Approve First Amendment to Agreement with The Pun Group LLP for a Two-Year Extension to Provide Annual Financial Audit and Reporting Services with a Revised Not-to-Exceed Amount of \$388,364**

Meeting Date: June 19, 2023

From: Jimmy Forbis, City Administrator

Department: Finance

Submitted By: Harjot Sangha, Finance Director

Prepared By: Rosemary Guerrero, Finance Manager

STRATEGIC PLAN GOALS

Develop a Financially Resilient Organization

RECOMMENDATION

Approve the first amendment to the agreement with The Pun Group LLP to extend the term for two additional years pursuant to the original agreement, and add an additional \$162,263, for a revised not-to-exceed amount of \$388,364, for professional auditing and reporting services.

EXECUTIVE SUMMARY

ABC...

BACKGROUND

ABC...

ANALYSIS

ABC...

ALTERNATIVES

ABC...

9.6
Approve First Amendment to Agreement with The Pun Group LLP for a Two-Year Extension to
Provide Annual Financial Audit and Reporting Services with a Revised Not-to-Exceed Amount of
\$388,364

FISCAL IMPACT/FUNDING SOURCE

ABC...

PUBLIC OUTREACH

ABC...

NEXT STEPS

ABC...

Attachments:

1. First Amendment to the Agreement
2. Original Agreement



City of Gilroy

STAFF REPORT

Agenda Item Title: **Approval of a Notice of Acceptance of Completion for the FY23 Annual Citywide Curb Ramp Project No. 23-PW-280 and Approval of a Final Contract with J.J.R. Construction in the Amount of \$159,065**

Meeting Date: June 19, 2023

From: Jimmy Forbis, City Administrator

Department: Public Works

Submitted By: Daryl Jordan, Public Works Director

Prepared By: Julie Oates, Engineer I

STRATEGIC PLAN GOALS

Maintain and Improve City Infrastructure

RECOMMENDATION

- a. Approve a Notice of Acceptance of Completion for the FY23 Annual Citywide Curb Ramp Project No. 23-PW-280.
- b. Approve a final contract in the amount of \$159,065 with J.J.R. Construction for the FY23 Annual Citywide Curb Ramp Project No. 23-PW-280.

EXECUTIVE SUMMARY

The Public Works Department has completed construction of the FY23 Annual Citywide Curb Ramp Project and has reviewed and approved all project documentation. The project consisted of the construction of 23 ADA-compliant pedestrian curb ramps for a total construction cost of \$159,065. Staff recommends the City Council's approval of the Notice of Acceptance of Completion for the FY23 Annual Citywide Curb Ramp Project No. 23-PW-280.

BACKGROUND

On March 20, 2023, Council awarded a contract to J.J.R. Construction for the construction of the FY23 Annual Citywide Curb Ramp Project in the amount of \$158,695 with a project contingency of \$15,870 (10%) for a maximum project expenditure of \$174,565 and authorized the City Administrator to execute the contract and associated documents.

ANALYSIS

The project scope of work included the construction of 23 ADA-compliant pedestrian curb ramps at the following locations:

- Seven on Wren Avenue between Tatum Avenue and Ronan Avenue
- Six on Church Street between Bennett Street and W. Las Animas Avenue
- Six on Church Street between Southgate Court and Eleventh Street
- Two on Princeville Street at Stephan Court
- Two on Old Gilroy Street at East Street

One construction change order (CCO) was executed for the project. The change order was the result of bid item quantity adjustments based on field conditions. The change order resulted in a net increase in the contract value of \$370, which resulted in a total construction cost of \$159,065. A total of \$370 in contingency funds were used for the project.

Description	Amount
Original Contract	\$158,695
Change Order #1	\$370
Final Construction Cost	\$159,065

The project was completed on time and within budget on May 11, 2023. Project documentation has been completed, and the Contractor has addressed all punch-list items. Staff recommends that the City Council approve the Notice of Acceptance of Completion for the FY23 Annual Citywide Curb Ramp Project No. 23-PW-280.

The total project construction cost was \$159,065, which represents an increase of \$370 from the awarded contract total of \$158,695. The construction of this project was funded by the Gas Tax Fund (205).

Attachments:

1. 23-PW-280 NOC
2. 23-PW-280 CCO#1

RECORDING REQUESTED BY:

City of Gilroy

WHEN RECORDED, MAIL TO:

City Clerk's Office

City of Gilroy

7351 Rosanna Street

Gilroy, CA 95020

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

**RECORD WITHOUT FEE UNDER SECTION 27383
GOVERNMENT CODE OF STATE OF CALIFORNIA**

Notice of Acceptance of Completion

FY23 Annual Citywide Curb Ramp Project

Project No. 23-PW-280

J.J.R. Construction

SEPARATE PAGE PURSUANT TO GOVT. CODE 27361.6

NOTICE OF ACCEPTANCE OF COMPLETION

NOTICE IS HEREBY GIVEN that, as of the 19th day of June, 2023, the City of Gilroy, California ("City") has accepted as completed the work required to be performed under the following agreement ("Agreement") by and between J.J.R. Construction ("Contractor") and City:

FY23 Annual Citywide Curb Ramp Project
Project No. 23-PW-280
J.J.R. Construction

Project No.: 23-PW-280

Contractor Name: J.J.R. Construction

Contractor Address: 1120 Ninth Ave, San Mateo, CA 94402

Surety on Contract: Great American Insurance Company

Location of Project: Gilroy, California

Description of Work:

The work includes the furnishing of all labor, materials, incidentals, and equipment necessary to perform the removal and replacement of existing curb ramps, curb and gutter, and sidewalks to meet ADA compliance; minor asphalt replacement and pavement striping; curb markings; stormwater management; and other incidentals thereto, in various locations in the City of Gilroy.

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

Owner's Name/Address: City of Gilroy, 7351 Rosanna Street, Gilroy, CA 95020

Work Done: See above, Description of Work

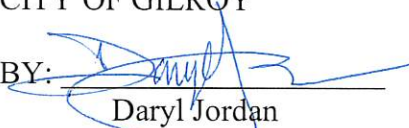
This notice is given in accordance with the provisions of Section 3093 of the Civil Code of the State of California.

The undersigned, being duly sworn, deposes and say:

That I am an officer of the City of Gilroy, that I have read the foregoing Notice of Acceptance of Completion and know the contents thereof; and that the same is true of my own knowledge, except as to those matters that I believe to be true. I certify under penalty of perjury that the foregoing is true and correct.

Executed at the City of Gilroy, County of Santa Clara, State of California, on 6/1/2023.

CITY OF GILROY

BY: 

Daryl Jordan

TITLE: Public Works Director

CALIFORNIA ACKNOWLEDGMENT

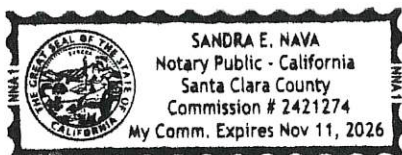
CIVIL CODE § 1189

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

State of California

County of Santa Clara }On June 1, 2023 before me, Sandra E. Nava, Notary Public
Date Here Insert Name and Title of the Officerpersonally appeared Daryl Jordan
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.

Place Notary Seal and/or Stamp Above

Signature Sandra E. Nava
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 DocumentTitle or Type of Document: Notice of Acceptance of Completion

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: _____

Contract Change Order

Project Title	FY23 Citywide Curb Ramp Project	Contractor	J.J.R. Construction
Project Number	23-PW-280	Contact	Samim Shakoori
Change Order Number	1	Phone	6505541216
Date Submitted	May 23, 2023 3:54 PM	Address	1120 Ninth Ave San Mateo, CA 94402
Date Approved	May 23, 2023 5:21 PM		
Page	1 of 2	Email	samim@jjrconstruction.com

You are hereby directed to make the herein changes from the plans and specifications or do the following work not included in the plans and specifications on the contract.

Bid Item Changes

- 4] Remove and Replace Caltrans Case B Curb Ramp. Contract Qty: 1.00, Actual Qty: 0.00 / Additional -1 EA @ \$5455.00 = \$0.00
- 7] Retrofit Existing Curb Ramp. Contract Qty: 4.00, Actual Qty: 0.00 / Additional -4 EA @ \$1500.00 = \$0.00
- 8] Minor Concrete Curb and Gutter. Contract Qty: 10.00, Actual Qty: 24.00 / Additional 14 LF @ \$120.00 = \$2,880.00
- 9] Remove and Replace 4-Inch PCC Sidewalk. Contract Qty: 20.00, Actual Qty: 822.25 / Additional 802.25 SF @ \$20.00 = \$16,445.00
- 10] Red Curb Marking. Contract Qty: 60.00, Actual Qty: 0.00 / Additional -60 LF @ \$15.00 = \$0.00
- 11] Remove Tree Per Certified Arborist Recommendation. Contract Qty: 1.00, Actual Qty: 0.00 / Additional -1 EA @ \$5000.00 = \$0.00

New Line Items

By this change, time of completion and/or price adjustment is:

Time Extension: Yes ☐ No ☒

If yes, # of days: 0

☒ The agreed Lump Sum price for this change order work is \$370.00

☐ The agreed cost for the Extra Work above will not exceed

☐ By Contract Unit Price

☐ By Force Account in accordance with Standard Specifications

Summary:

Payment Adjustment: The total agreed cost of this Change Order is \$370.00

Time Adjustment: 0 days

Cost this Change Order	\$370.00	Statement of Contract Time	Days	Date
Estimated or Exact	Exact	Date of Notice to Proceed		04/24/2023
Original Contract Price	\$158,695.00	Original Contract Days	45	
Total of all Approved Changes	\$0.00	Computed Date of Completion		06/26/2023
Orders including this CCO	\$370.00	Time Extension Days this CCO	0	
% of Original Contract	0.2	Total Time Ext Days all CCOs	0	
Revised Contract Price	\$159,065.00	Extended Date of Completion		06/26/2023

Approved By:

1] Samim Shakoori, Sr. Project Manager - May 23, 2023 @ 5:13 PM

2] Julie Oates, Engineer II - May 23, 2023 @ 5:21 PM

We, the undersigned contractor, have given careful consideration of the change proposed and hereby agree, if the proposal is approved, that we will provide all equipment, furnish all materials except as may otherwise be noted above, and perform all services necessary for the work above as specified, and will accept as full payment, therefore, the prices shown above.

Julie Oates, Engineer II - May 23, 2023 @ 5:21 PM

If the Contractor does not sign this change order, his attention is directed to the requirements of the specifications as to proceeding with change order work and filing a written protest within the time therein specified.



City of Gilroy

STAFF REPORT

Agenda Item Title: Adoption of an Ordinance Amending Gilroy Crossings Phase II Commercial/Industrial Planned Unit Development Zone District for Property Located at 6970 Camino Arroyo

Meeting Date: June 19, 2023
 From: Jimmy Forbis, City Administrator
 Department: Community Development
 Submitted By: Sharon Goei, Community Development Director
 Prepared By: Kraig Tambornini, Senior Planner

STRATEGIC PLAN GOALS

Promote Economic Development Activities

RECOMMENDATION

Adopt an ordinance amending Gilroy Crossings Phase II Commercial/Industrial Planned Unit Development Zone District for property located at 6970 Camino Arroyo.

ANALYSIS

At the June 5, 2023 City Council Regular Meeting, the City Council considered and introduced an ordinance amending the Gilroy Crossings Phase II Planned Unit Development Zone District.

The City Council motioned to read the ordinance by title only, waived further reading of the ordinance, and then introduced the ordinance with a 7-0 vote.

The City Council is now asked to adopt the ordinance consistent with its June 5, 2023, action. The ordinance will take effect thirty (30) days from the date of Council adoption.

Attachments:

1. Proposed Ordinance
2. June 5, 2023 Staff Report

ORDINANCE NO. 2023-XX**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GILROY AMENDING GILROY CROSSINGS PHASE II COMMERCIAL/INDUSTRIAL PLANNED UNIT DEVELOPMENT (C3-HC-M2 PUD) ZONE DISTRICT FOR THE GILROY SQUARE PROJECT CONSISTING OF 10.18 ACRES OF PROPERTY LOCATED AT 6970 CAMINO ARROYO, APN: APN 841-70-049 (FILE NUMBER Z 22-02)**

WHEREAS, on July 29, 2021, Bhagirath Desai, Temple Gilroy LLC submitted an application requesting the adoption of a planned unit amendment and establishing the development plan for Phase II of the Gilroy Crossings C3-HC-M2 PUD for the Gilroy Square development project consisting of a drive-through restaurant, vehicle fueling station with a convenience store and carwash, two 4 story hotels with 200 rooms, and two speculative industrial buildings; and

WHEREAS, on May 4, 2023, the Planning Commission held a duly noticed public hearing, considered written and oral public testimony, made affirmative findings that the zoning amendment implements the purposes and intent of the zoning code and the general plan goals and policies, and by a 6-0-1 vote recommended that the City Council approve the zoning amendment; and

WHEREAS, on June 5, 2023, the City Council held a duly noticed public hearing, considered written and oral public testimony, the staff report, and all other documentation related to the zoning amendment; and

WHEREAS, an initial study/mitigated negative declaration (MND) and mitigation monitoring and reporting program (MMRP) were adopted for the project by separate resolution, which incorporates mitigation measures identified to reduce project potential environmental impacts to less than significant, in compliance with the California Environmental Quality Act; and

WHEREAS, the location and custodian of the documents or other materials that constitute the record of proceedings upon which Z 22-02 approval is based in the office of the City Clerk.

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

SECTION I

The City Council finds that:

- A. The planned unit development zoning amendment to Z 02-06 for the subject Gilroy Crossings Phase II Planned Unit Development (PUD) overlay zone requires approval of a planned unit development permit prior to site development, subject to Gilroy City Code Section 30.50.50(d) findings. The Gilroy Square project includes a concurrent development plan permit application AS 21-13, which is incorporated herein by reference and including any subsequent amendments that may be approved in compliance with the PUD overlay district regulations.
- B. The project conforms to the Gilroy General Plan in terms of general location and standards of development given that the project is consistent with the General Services and General Industrial land use designations as it consists of industrial and retail development as anticipated for the site, has been reviewed for compliance with the General Plan goals, and would substantially implement all applicable policies of the General Plan.
- C. The project provides the type of development that would fill a specific need of the surrounding area. The PUD is required to implement development for this site pursuant to the original PUD and development plan approval AS 02-22 planning commission resolution 2003-3. As proposed the general purposes and intent of the zoning code are satisfied, including the general intent of Section 30.1.10 and the intent of Section 30.26.10 (Planned Unit Development), by proposing a planned development amendment to support the types of commercial and industrial development anticipated for the site and which would benefit Gilroy residents and visitors.
- D. The project will not require urban services beyond those that are currently available. All utilities needed to serve the project are located adjacent to the property. No increase in capacity or extension of services is required to serve buildout of the site.
- E. The project reflects an economical and efficient pattern of land uses by developing the full potential of the site intensity with commercial and industrial land uses, and promotes an orderly pattern of development by following the existing pattern of development, utilizing approved access points from rights of way, and providing adequate internal and cross lot access.

SECTION II

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

SECTION III

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

PASSED AND ADOPTED this 19th day of June 2023 by the following roll call vote:

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

APPROVED:

Marie Blankley, Mayor

ATTEST:

Thai Nam Pham, City Clerk



City of Gilroy

STAFF REPORT

Agenda Item Title:

**Gilroy Square Project – Gilroy Crossings Phase II
Planned Unit Development Zoning Amendment,
Tentative Map, and Architectural and Site Review for
Property Located at 6970 Camino Arroyo (File No: Z
22-02, TM 21-02, AS 21-13)**

Meeting Date:

June 5, 2023

From:

Jimmy Forbis, City Administrator

Department:

Community Development

Submitted By:

Sharon Goei, Community Development Director

Prepared By:

Kraig Tambornini, Senior Planner

STRATEGIC PLAN GOALS

Promote Economic Development Activities

RECOMMENDATION

Staff has analyzed the proposed project and recommends that the City Council:

- a) By resolution, adopt a Mitigated Negative Declaration prepared for the Gilroy Square project, based on the independent analysis of the City Council and in accordance with the California Environmental Quality Act (CEQA); and
- b) Motion to read an ordinance by title only and waive further reading; and
- c) Introduce an ordinance of the City Council approving Planned Unit Development Zoning Amendment Z 22-02 for Gilroy Crossings Phase II; and
- d) Adopt a resolution approving Tentative Map TM 21-02; and
- e) Adopt a resolution approving Architectural and Site Review AS 21-13 for the Planned Unit Development.

EXECUTIVE SUMMARY

The project proposes to develop 10.18 acres of vacant land within Gilroy Crossings Commercial/Industrial Planned Unit Development (PUD), which is located southeast of Highway 101 and Highway 152. The Gilroy Crossings PUD boundary encompasses approximately 68 acres that include the subject site, Gilroy Crossing Shopping Center

on the west side of Camino Arroyo, and two small industrial parcels south of Holloway Road. The project site was designated for future development as Phase II of the PUD. An amendment of the PUD is required in order to establish the commercial and industrial land uses and development standards for the buildout of Phase II. The project proposes to develop the site with a drive-through restaurant, gas station, two hotels, and two future industrial buildings. In addition to the zoning amendment, the project requires tentative map and architectural and site review entitlements.

BACKGROUND

Project Background Information: The Gilroy Crossings commercial/industrial planned development was formerly known as Regency Center PUD and permits a mix of commercial and industrial uses. Phase I has been developed as the Gilroy Crossings Shopping Center, with over 458,00 square feet of commercial development. Phase II requires the adoption of a separate development plan, updated traffic study, and environmental analysis prior to its development.

Surrounding Land Uses: The Gilroy Crossings Phase II site is along the east side of Camino Arroyo, between Holloway Road and Highway 152. The Pacheco Pass commercial/industrial planned development, formerly known as Newman Center, is located north of the site across Highway 152. This center includes Lowes, Costco, and Walmart. Vacant and developed commercial and industrial-zoned properties are located on the east side of the site, accessed from Silacci Way.

Environmental Assessment: Environmental review is required prior to City approval of discretionary development projects that do not qualify as exempt or have unique impacts that were not fully assessed in the Environmental Impact Report (EIR) prepared for the City's General Plan. The purpose of CEQA is to ensure the environmental impacts of a project are disclosed to the public, sufficiently evaluated, and mitigated to the extent possible. If impacts are identified but can be mitigated below significance thresholds, a Mitigated Negative Declaration may be adopted. Otherwise, an EIR would be prepared. After an environmental determination is made, the City can decide whether the project should be approved based on its own merit.

An Environmental Impact Report was adopted for the original Regency Center PUD that included the development of the Phase I shopping center (City Council Resolution 2002-85). The Regency Center EIR included a preliminary assessment of traffic impacts anticipated for the buildout of Phase II. At the time, an intersection level of service standard was used to analyze traffic impacts. The EIR included mitigation measures for traffic improvements to be made as necessary to accommodate Phase II. Alternative mitigation could be applied if supported by a subsequent traffic study (per approval TM 02-06, Condition 26).

Phase II Project CEQA Review:

An updated environmental review has been prepared to analyze the proposed Phase II PUD amendment. This included updated traffic analysis based on vehicle miles traveled (VMT) thresholds and a review of current site characteristics and settings. The updated

review concluded that the project would have less than significant impacts on the environment with conditions and/or mitigation measures incorporated; thus, a Mitigated Negative Declaration (MND) was prepared. The MND assessed Air Quality, Biological Resources, Cultural Resources, Geology and Soils, Greenhouse Gas Emissions, Hydrology/Water Quality, Noise, Traffic, and Transportation impacts. Comments on the MND were considered and are included in the Final MND prepared for the project.

The Planning Commission independently reviewed and recommended the adoption of the project MND. The City Council must also independently review and determine whether the MND adequately analyzes and mitigates project impacts. The Mitigated Negative Declaration determination form and a Mitigation Monitoring and Reporting Program (MMRP) have been prepared and are attached to this report. The complete Gilroy Square environmental document, including the initial study and appendices, has been published and is available for review on the City website. Links to the documents are included in the attachments to this report.

Based on the analysis prepared for this project, no significant adverse impacts are expected to result from the proposed development, and the City Council can adopt the MND. A draft resolution has been prepared for consideration.

Planning Commission Action: The Planning Commission held a duly noticed public hearing on the project at its regular meeting on May 4, 2023. Following discussion, including consideration of the staff report and comments made at the meeting, the Planning Commission voted 6-0 (with one absent) to recommend the City Council adopt the Mitigated Negative Declaration and approve the zoning amendment, architectural and site review permit, and tentative map requests.

ANALYSIS

General Plan Consistency:

With the subject project, a total of 58.34 acres of land in the PUD would be developed as commercial and 10 acres developed as industrial. Although the General Plan 2040 designates 52 acres for commercial land use and 16.34 acres for industrial, the PUD allows for a 25-percent deviation from base land uses. This would permit up to 65 acres of commercial use within the PUD.

In consultation with the City Attorney, staff has determined that the PUD remains substantially consistent with the land use map, policies, and intent of the General Plan. Specifically, more than 75 percent of the PUD has been built-out with a mix of commercial and industrial uses, and public improvements have been constructed serving all properties.

A General Plan consistency table has been prepared, and attached to this report, that confirms the project is in substantial conformance with the General Plan 2040 goals, policies, and anticipated land uses.

Zoning Code Conformance:

Consistent with Gilroy City Code (GCC) Section 30.26.30 and the Regency Center PUD, this amendment would establish all site development standards for Phase II. The Planned Unit Development zoning overlay allows flexibility from the requirements of the Zoning Ordinance in exchange for creative project design and extra project amenities. In this case, the project proposes to conform to the base zoning standards of C3 (Shopping Center Commercial)/HC (Highway Commercial) for the commercial development and M2 (General Industrial) standards for the industrial parcels. Staff and the Planning Commission have concluded that the project complies with all applicable zoning standards and review criteria, as follows:

Architectural and Site Review: The project has been reviewed for compliance with the applicable review criteria, pursuant to in GCC Section 30.50.43 (for architectural and site review) and Section 30.50.50 (for planned development permit review). The project provides adequate vehicle queuing and 392 shared parking spaces, where 372 spaces are required. Bicycle parking will be required in compliance with the building code, which establishes short-term and long-term bicycle parking requirements. The design standards are established in the project architectural drawings, which indicate that buildings would be fully articulated on all four sides and include attractive and quality finishes.

Planned Unit Development: The PUD would build out the site as anticipated, providing new retail, tourism, and employment opportunities. The site plan is logical, orderly and complements the existing center. In addition, the project includes the following amenities:

- Provides greater landscaping covering at least 18% of the site, exceeding the 8% minimum standard required pursuant to section 30.38.60.
- Includes a requirement for public art to be installed on-site subject to City approval of location and detail. The site has several possible locations for art placement, including at the main entry from Camino Arroyo, an intersection near Highway 152, or in landscape areas in front of the hotels.
- Includes connectivity with the property to the east, which will improve traffic circulation for both sites.

Tentative Map:

The tentative map proposes lots in excess of the minimum 8,000 square foot size required for commercial sites, and lots are sufficiently sized for industrial development. Each lot has access at the street frontage; existing and proposed easements for shared use and maintenance of the landscaping, parking, and drive aisles; and cross-lot access to the property to the west. The map is in accordance with GCC Chapter 21 regulating subdivisions, given that this property does not require any further right-of-way dedication, has the infrastructure to serve the property, and lots meet the minimum zoning size requirements.

Technical Advisory Committee (TAC): Project plans were routed to Engineering, Building, Police, and Fire representatives for internal review and comment. Recommendations of the TAC members have been incorporated into the project plans and/or are included as conditions in the attached resolutions.

ALTERNATIVES

Options available to the City Council include project denial or approval with further revision. The project has been determined to satisfy City standards and policies as proposed with conditions. Therefore, staff does not recommend these alternative actions.

FISCAL IMPACT/FUNDING SOURCE

Fees have been collected from the applicant to fund staff time and resources required to evaluate this project. The applicant shall bear all costs of review and construction. The City has no funding obligations associated with the development.

PUBLIC OUTREACH

Property owner information (i.e. list, labels, and map) within 500 feet of the subject site was generated using current ownership data. Notices of the Planning Commission and City Council meetings were mailed to the property owners along with other interested parties at least ten days prior to the hearings. In addition, notices were published in the Gilroy Dispatch, the property has been posted with on-site signage notifying passers-by of pending development, and the Planning Commission and City Council public hearing packets are available through the City's webpage.

NEXT STEPS

If approved, the PUD ordinance amendment would be scheduled for adoption at the June 19, 2023 City Council meeting, after which the applicant can pursue construction permits. Staff would also file a CEQA Notice of Determination within five days of each action.

Attachments:

1. Vicinity Map
2. Planning Commission Resolutions of Approval
3. Planning Commission Staff Report May 4, 2023
4. Project Plans (Architectural, Civil, Landscape, Photometric, Tentative Map, Color and Materials Board)
5. General Plan Compliance Table
6. Links to Project Initial Study/MND CEQA Documents
7. Draft CEQA Resolution
 - a. Final Revised MND
 - b. Final Revised MMRP
8. Draft PUD Zoning Amendment Ordinance
9. Draft Tentative Map Approval Resolution
10. Draft Architectural and Site Review Approval Resolution



City of Gilroy

STAFF REPORT

Agenda Item Title:

Adoption of an Ordinance of the City Council of the City of Gilroy Adding Chapter 5 to the Gilroy City Code Relating to Banning the Use of Certain Public Rights-of-Way as Sleeping or Living Accommodations

Meeting Date:

June 19, 2023

From:

Jimmy Forbis, City Administrator

Department:

Administration

Submitted By:

Bryce Atkins, Assistant to the City Administrator

Prepared By:

Bryce Atkins, Assistant to the City Administrator

STRATEGIC PLAN GOALS

Not Applicable

RECOMMENDATION

Council adopts the ordinance.

BACKGROUND

The proposed ordinance was introduced at the June 5, 2023 City Council Regular Meeting. The ordinance seeks to ban the use of certain public rights-of-way from being used as sleeping or living accommodations. Attached is the introduction of the ordinance staff report from June 5, 2023, which provides the analysis and thorough description of the ordinance and its impacts. If approved, the ordinance would go into effect thirty (30) days after adoption.

ALTERNATIVES

Council may amend or reject this ordinance. This is not recommended, as the Council has provided direction to staff, including the language of the ordinance. Changes may result in the need to restart the adoption process.

FISCAL IMPACT/FUNDING SOURCE

There is no fiscal impact to adopt the ordinance. Implementation of the ordinance will be carried out through existing staff and financial resources already appropriated.

PUBLIC OUTREACH

Outreach has been conducted on this item, including advertisements in the local newspaper, the City website, and multiple public City Council meetings.

NEXT STEPS

Once adopted, staff will commence working with local service providers to assist in outreach and providing services. The City will also release information through its various social media channels as well as the City's website.

Attachments:

1. Proposed Ordinance
2. June 5, 2023 Ordinance Introduction Staff Report

ORDINANCE NO. 2023-XX**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GILROY ADDING CHAPTER 5 TO THE GILROY CITY CODE RELATING TO BANNING THE USE OF CERTAIN PUBLIC RIGHTS-OF-WAY AS SLEEPING OR LIVING ACCOMMODATIONS**

WHEREAS, the City Council of the City of Gilroy ("City") has considered the report from City staff and all public comment(s), if any, on the need to enact an ordinance in accordance with prohibiting the use of public rights-of-way as sleeping or living accommodations; and

WHEREAS, the City finds that it has a legitimate and compelling interest in protecting the public health, welfare and safety of its residents, as well as preserving the same within the City, its parks and other public property; and

WHEREAS, the City must appropriately consider various interests and formulate policy to best protect public health, safety, welfare, property, and the environment, with limited resources; and

WHEREAS, the City Council acknowledges the lack of nightly shelter beds and housing currently available regionally and recognizes the systemic lack of state and federal investment in shelter and public health services for those experiencing homelessness; and

WHEREAS, the City Council acknowledges that it is currently unavoidable that some people will live or shelter for survival outdoors until they are able to access affordable or free shelter or housing. In Gilroy, this has typically meant sheltering, sometimes for extended periods of time, on City rights-of-way and City property, and at times on other agencies' property; and

WHEREAS, public rights-of-way and public property are generally intended for public use and travel. The City Council is the authority for public rights-of-way within the City; as such, the City must consider the safety of motorists and pedestrians travelling on roadways and sidewalks, including to and from neighboring properties, businesses, and residences. The City has had increasing concerns regarding safety due to camping on or in rights-of way and public property in or near streets, roads, sidewalks, and public access points; and

WHEREAS, the safety and protection of the most vulnerable population in Gilroy, children, is of paramount concern to the City Council; and

WHEREAS, the City Council has heard reports from residents of negative interactions between those using public rights-of-way as sleeping and living accommodations and children travelling on paths towards, and locations near, schools and parks; and

WHEREAS, the City has also been made aware of instances where encampment locations near bridges in creeks have resulted in damaging activities that if had been left unaddressed could have resulted in eventual infrastructure failure that would negatively impact public safety; and

WHEREAS, the City Council recognizes the difficult challenge of balancing the needs of the residents and public at large to access clean and sanitary public areas, as well as the assurance of safe travel with the needs of individuals who have no alternatives for living accommodations and the storage of their personal property, but also balancing those needs with the concerns of residents that using such property as living and sleep accommodations and storing personal property interferes with the rights of other members of the public to use public areas for their intended purposes and can create a public health or safety hazard that adversely affects those who use public areas.

WHEREAS, the City has determined that an ordinance is necessary to protect the public health, welfare and safety of residents of the City, by enacting regulatory restrictions on using public rights-of-way for sleeping or living accommodations at designated locations; and

WHEREAS, the City will maintain a map showing the portions of the City impacted by this ordinance, included and attached as Attachment A to this resolution; and

WHEREAS, the area affected by this ordinance accounts for 24.4% of the total area of the City, leaving a large majority of the City's total area, 75.6% in total, unaffected by this ordinance; and

WHEREAS, the City now desires to proceed with the process of enacting this ordinance for the purpose of protection of the public health, welfare and safety of its residents.

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

SECTION I

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

SECTION II

Chapter 5 of the Gilroy City Code shall be added to read as follows:

Chapter 5

Ban on the use of certain areas of public rights-of-way as sleeping or living accommodations

5.1 Definitions

The definitions contained in this section shall govern the construction, meaning and application of words and phrases used in this Chapter, and shall not apply to any other Chapter of the Gilroy City Code.

- (a) "City Employee" means any full or part-time employee of the City of Gilroy.
- (b) "Personal Property" means any tangible property, and includes, but is not limited to, goods, materials, merchandise, tents, tarpaulins, bedding, sleeping bags, hammocks, sheds, structures, mattresses, couches, chairs, other furniture, appliances, and personal items such as household items, luggage, backpacks, clothing, documents and medication.
- (c) "Public right-of-way" means all property that is owned, managed, or maintained by the City, or where the City possesses a property interest allowing public use of such property (such as a right-of-way interest), and shall include, but not be limited to, any public street, space, ground, building or structure.
- (d) "Sidewalk" means that portion of a street, other than the roadway, set apart by curbs, barriers, markings or other delineation, for pedestrian travel.
- (e) "Street" means a way or place of whatever nature, publicly maintained and open to the use of the public for purposes of vehicular travel or parking, and includes every highway, avenue, lane, alley, court, place, square, sidewalk, parking lot, parkway, curbs, bikeway or other public way in this City which has been or may hereafter be dedicated and open to public use, or such other public property so designated in any law of this state.
- (f) "Tent" means a collapsible shelter made of fabric or a tarp stretched and sustained by supports, which is not open on all sides and which hinders an unobstructed view behind or into the area surrounded by the fabric.

5.2 Prohibition of using public rights-of-way as sleeping or living accommodations.

(a) Parks and playgrounds

No person shall obstruct by sitting, lying, or sleeping, or by storing, using, maintaining, or placing personal property on a street, sidewalk, or other public right-of-way in the following locations when it reasonably appears, in light of all the circumstances, the participants in conducting these activities are in fact using the area as a sleeping or living accommodation regardless of the intent of the participants or the nature of any other activities in which they may also be engaging:

1. Within five hundred (500) feet of any park or playground. This prohibition applies all year, overnight, on any weekends and weekdays, even when such facilities may be generally considered closed.

(b) Other public rights-of-way

No person shall obstruct by sitting, lying, or sleeping, or by storing, using, maintaining, or placing personal property on a street, sidewalk, or other public right-of-way in the following locations:

1. In a manner that impedes passage, as provided by the Americans with Disabilities Act of 1990, Pub. L. No. 101-336, 104 Stat. 328 (1990), as amended from time to time;
2. Within five hundred (500) feet of any school or daycare facility. This prohibition applies all year, overnight, on any weekends and weekdays, even when such facilities may be generally considered closed.
3. Within one hundred (100) feet of critical infrastructure, including water wells, storm drain basins, railways, bridges and under- and over-passes.
4. Within ten (10) feet of any operational or utilizable building entrance, exit, driveway or loading dock.
5. Within five (5) feet of any fire hydrant, fire plug, or other fire department connection.
6. In a manner that obstructs or unreasonably interferes with the use of the right-of-way for any activity for which the City has issued a permit.
7. In a manner that obstructs any portion of any street or other public right-of-way open to use by motor vehicles, including any portion thereof marked as a bike lane.
8. City creeks and creek embankments within Gilroy City Limits.

5.3 Penalties

A violation of this section involving a person who willfully resists, delays, or obstructs a City employee from enforcing this section or who willfully refuses to comply after being requested to do so by a City employee shall be punishable as a misdemeanor. All other violations of this section shall be enforceable only as infractions pursuant to Gilroy City Code Section 1.7 or by issuance of an administrative citation pursuant to Gilroy City Code Section 6A.13.

SECTION III

If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council of the City of Gilroy hereby declares that it would have passed and adopted this ordinance, and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases may be declared invalid or unconstitutional.

SECTION IV

This Ordinance shall take effect thirty (30) days after its adoption. The City Clerk is hereby directed to publish this Ordinance or a summary thereof pursuant to Government Code Section 36933.

PASSED AND ADOPTED this 19th day of June 2023 by the following roll call vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

APPROVED:

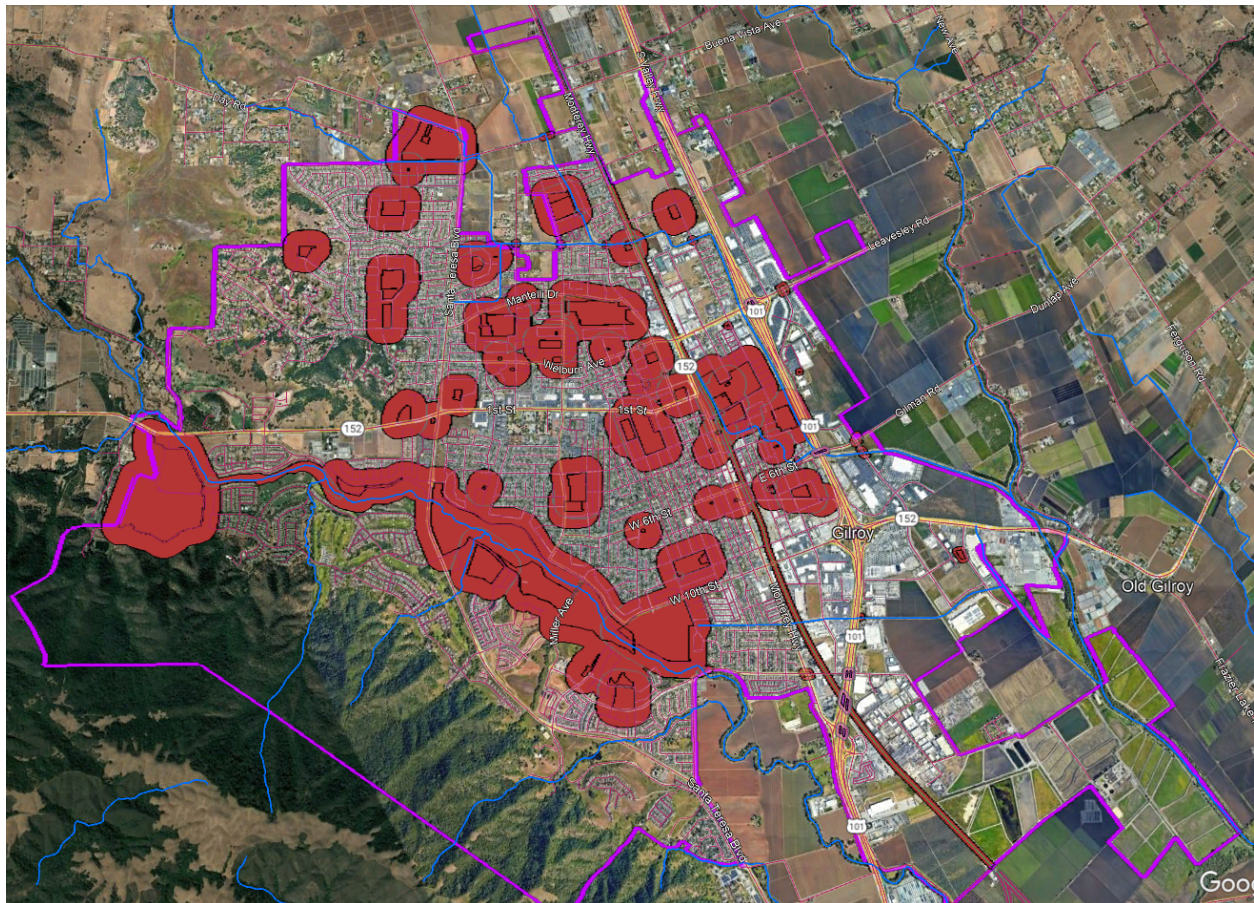
Marie Blankley, Mayor

ATTEST:

Thai Nam Pham, City Clerk

ATTACHMENT A

Map of Affected Areas within the City Limits of Gilroy





City of Gilroy

STAFF REPORT

Agenda Item Title: Introduction and First Reading of an Ordinance of the City Council of the City of Gilroy Adding Chapter 5 to the Gilroy City Code Relating to Banning the Use of Certain Public Rights-of-Way as Sleeping or Living Accommodations

Meeting Date: June 5, 2023

From: Jimmy Forbis, City Administrator

Department: Administration

Submitted By: Bryce Atkins, Assistant to the City Administrator

Prepared By: Bryce Atkins, Assistant to the City Administrator

STRATEGIC PLAN GOALS

Not Applicable

RECOMMENDATION

1. Motion to read the ordinance by title only and waive further reading of the ordinance; and
2. Introduce an ordinance of the City Council of the City of Gilroy adding Chapter 5 to the Gilroy City Code relating to banning the use of certain public rights-of-way as sleeping or living accommodations.

BACKGROUND

The issue of the unhoused, both the conditions they face as well as the impacts on communities, has been in the national spotlight for years and has been an issue that sees increasing coverage in the media and in resident calls for service. The City Council has discussed this topic and formed an Unhoused Ad Hoc Committee to help address some of these challenges. Previous Council discussions on this matter include the following:

- July 5, 2022 – Discussion was held about the unhoused and efforts to address no-camping prohibitions. Council authorized the Gilroy Police Department (“GPD”) to enforce no-camping ordinances on public property if it offers space at

a homeless shelter to individuals beforehand and ensures that the particular shelter that it is offering to connect the individual with could accommodate their needs pursuant to The Americans with Disabilities Act (“ADA”). Additionally, Council authorized City personnel to clean and clear encampments in public parks and other public lands in compliance with a written protocol – GPD Police Policy 411 – that provides a number of safeguards required by the Courts, including outreach and notice to occupants, provision of social services, photographic documentation, safeguarding of occupants’ personal property, and the making available of shelter space for displaced occupants.

- September 12, 2022 – Discussion was held about what other cities have done and that is consistent with the Boise decision and that an ordinance prohibiting sitting, lying, or sleeping outside at particular times or in particular locations would be constitutionally permissible. Staff received directions to bring back key points for a potential ordinance that would prohibit camping in certain locations.
- March 20, 2023 – Discussion on draft key policy points for a potential ban on what was referred to as camping in and near parks, schools, daycares, and critical infrastructure. The Council provided feedback to staff on modifications to be made and their concerns with the language. The ordinance for introduction this evening was based on a modified policy outline based on Council’s comments at this meeting.
- May 15, 2023 – Discussion was held regarding the proposed ordinance to obtain direction if the ordinance was to proceed with introduction and a public hearing. Discussion included the impact assessment of the ordinance and approach to enforcement. The City Council directed no changes to the ordinance at this meeting.

City Supported Services and Programs for the Unhoused

In addressing this issue overall, the City has and continues to help provide or coordinate the provision of services and regulations to lessen impacts on the community. Some of the work that the City has contributed towards this effort includes the following:

Work performed to coordinate and provide services to the unhoused:

- Support Affordable Housing Efforts – This includes the Measure A Housing Project at the 8th and Alexander location and supporting the efforts alongside Santa Clara County to bring additional affordable housing programs to Gilroy.
- Safe Parking Program – although the City was unable to identify a suitable service provider, the project is still a standing recommendation for pursuit by the City.
- Partner with the City of Morgan Hill – the City has been working with Morgan Hill on emergency response and unhoused issues, including consistent inclement weather sheltering policies and programs.

- Continue supporting unhoused service providers through CDBG grant funding – The City Council recently approved the most recent CDBG allocations to our unhoused service providers on May 1, 2023.
- Coordinate monthly check-in meetings with lead unhoused service providers to address local unhoused issues – Community Development staff has taken a leadership position to help coordinate these meetings of service providers to help provide services to the unhoused in the community.
- Endorsement of Destination Home’s Community Plan to End Homeless.
- Researching an agency to provide drug rehabilitation, job training, and job placement services.
- Partner with the County Office of Supportive Housing – this has helped the City to gain access to its federal Permanent Local Housing Allocation funding.
- Quality of Life Officers – hired two officers who are trained and tasked to both help connect the unhoused to service providers and, when necessary, enforce laws in and around encampments.

Work being performed to mitigate impacts:

- Mobile Garbage Removal Program – the City engaged a contractor to do select cleanup activities, and now the City has concluded the hiring process to hire two part-time employees to help with roving cleanup activities.
- Purchase of a garbage removal dump truck – this has assisted Code Enforcement and other staffing in the garbage and illegal dumping cleanups.
- Organization of community cleanup days – this work continues, with two cleanup events done, one on May 20th and continuing monthly.

Current Policy Restated

At the July 5, 2022 meeting, Council authorized the Gilroy Police Department (“GPD”) to enforce no-camping ordinances on public property if it offers space at a homeless shelter to individuals beforehand and ensures that the shelter that it is offering to connect the individual with could accommodate their needs pursuant to the Americans with Disabilities Act (“ADA”). Additionally, Council authorized City personnel to clean and clear encampments in public parks and other public lands in compliance with a written protocol – GPD Police Policy 411 – that provides several safeguards required by the Courts, including outreach and notice to occupants, provision of social services, photographic documentation, safeguarding of occupants’ personal property, and the making available of shelter space for displaced occupants.

Initial Council Direction

The City had a meeting on September 12th where a discussion of the Los Angeles ordinance was conducted. The ordinance, which sought to establish a no-camping ban surrounding daycares and parks, was adopted by the City of Los Angeles but had not yet taken force. At the conclusion of this meeting, staff received direction to bring back key points for a potential ordinance that would prohibit unhoused camping in certain locations. Generally, this included:

- 500 feet of schools, parks, daycares, playgrounds, and other locations where children are expected.
- In areas with critical infrastructure.
- Locations that would restrict access to public safety or public infrastructure locations.
- Creeks.
- Definition of camping.

ANALYSIS

Ordinance Overall

The basis for the ordinance, as discussed at previous meetings, is tied to language that scaled back the breadth of the *Boise* decision. Legal challenges presented by the 2019 *Boise* decision restricted the ability of local agencies to enforce ordinances against camping on public property. The key issue that was presented is the court decision explaining that a municipality cannot criminalize sitting, sleeping, or lying in public “when no sleeping place is practically available in any shelter.” However, there was language that scaled back the breadth, as well as other courts elaborating on the limits, such as:

Naturally, our holding does not cover individuals who do have access to adequate temporary shelter, whether because they have the means to pay for it or because it is realistically available to them for free, but who choose not to use it. Nor do we suggest that a jurisdiction with insufficient shelter can never criminalize the act of sleeping outside. *Even where shelter is unavailable, an ordinance prohibiting sitting, lying, or sleeping outside at particular times or in particular locations might well be constitutionally permissible* [emphasis added]. So, too, might an ordinance barring the obstruction of public rights of way or the erection of certain structures. Whether some other ordinance is consistent with the Eighth Amendment will depend, as here, on whether it punishes a person for lacking the means to live out the “universal and unavoidable consequences of being human” in the way the ordinance prescribes. (Id. at 1136.)

Revisions

At the March 20, 2023 Regular Meeting, Council discussed the key policy points, making changes and asking clarification questions. Topics of adjustments included the inclusion of creeks, the need to refine language regarding the degree of prohibition in parks, and a need for simplification when it came to critical infrastructure. At the May 15th meeting, a proposed ordinance was presented, which included these edits. No further edits were directed.

Ordinance Provisions

The ordinance focuses on the ban on public rights-of-way. As defined in the proposed ordinance, the public right-of-way is all property that is owned, managed, or maintained by the City or where the City possesses a property interest allowing public use of such property (such as a right-of-way interest) and shall include, but not be limited to, any

public street, space, ground, building or structure. The enforcement provisions only pertain to these areas. For example, if an individual is attempting to use property that is not owned by the City, such as a creek owned by Santa Clara Valley Water District, the City would not enforce against it under this ordinance since it is not a public right-of-way.

Ordinance Prohibition Areas

Below is a brief description regarding the classifications that drive the prohibition areas surrounding using public rights-of-way as sleeping or living accommodations. These areas are described and analyzed in the staff report for the May 15, 2023 agenda item regarding the proposed ordinance. All these prohibition area categories are contained within the ordinance under Section 5.2, beginning on the third page of the attached ordinance.

5.2(a) Parks and playgrounds

Parks and playgrounds are contained in the ordinance but with different language regarding the ban from the other prohibition areas. The ordinance was modified from the original language proposed on March 20, 2023. Originally combined into a single category along with schools and daycares, parks were pulled out separately from the others as a result of discussion with the City Council, wanting to make allowances for all residents, housed and unhoused, to use the park in such a manner as is customary for a park. There was a concern raised that the language of sitting, lying, and sleeping in the park would limit the unhoused from using the park for its customary types of use. As such, the language for this section was modified from the original proposal. The language in the ordinance states:

No person shall obstruct by sitting, lying, or sleeping, or by storing, using, maintaining, or placing personal property on a street, sidewalk, or other public right-of-way in the following locations when it reasonably appears, in light of all the circumstances, the participants in conducting these activities are in fact using the area as a sleeping or living accommodation regardless of the intent of the participants or the nature of any other activities in which they may also be engaging:

- 1. Within five hundred (500) feet of any park or playground. This prohibition applies all year, overnight, on any weekends and weekdays, even when such facilities may be generally considered closed.*

This change allows for the use of the park for normal, non-camping park purposes while not allowing camping in the park.

5.2(b) Other public rights-of-way

This section identifies the other public rights-of-way that are prohibited from use as sleeping or living accommodations. Each of these falls under this prohibition language:

No person shall obstruct by sitting, lying, or sleeping, or by storing, using, maintaining, or placing personal property on a street, sidewalk, or other public right-of-way in the following locations:

There are eight categories identified, each provided below. Of these, three are not tied to any specific, fixed location, and two categories are too small and numerous to map efficiently and effectively. Therefore, there are three of these categories that were used to designate the prohibited areas on the map in Attachment A to the ordinance, in addition to parks as mentioned above. They are identified with an **(m)** added to the end of the categories below for mapped prohibition areas. The eight categories in this section of the ordinance are as follows:

1. *In a manner that impedes passage, as provided by the Americans with Disabilities Act of 1990, Pub. L. No. 101-336, 104 Stat. 328 (1990), as amended from time to time;*
2. *Within five hundred (500) feet of any school or daycare facility. This prohibition applies all year, overnight, on any weekends and weekdays, even when such facilities may be generally considered closed. (m)*
3. *Within one hundred (100) feet of critical infrastructure, including water wells, storm drain basins, railways, bridges and under- and over-passes. (m)*
4. *Within ten (10) feet of any operational or utilizable building entrance, exit, driveway or loading dock.*
5. *Within five (5) feet of any fire hydrant, fire plug, or other fire department connection.*
6. *In a manner that obstructs or unreasonably interferes with the use of the right-of-way for any activity for which the City has issued a permit.*
7. *In a manner that obstructs any portion of any street or other public right-of-way open to use by motor vehicles, including any portion thereof marked as a bike lane.*
8. *City creeks and creek embankments within Gilroy City limits. (m)*

Overall Impact Information

The staff report for the May 15, 2023 City Council Regular Meeting provided an extensive analysis of each mapped category and should be reviewed for that analysis. Overall, the only currently known encampments within the prohibition area that are on public rights-of-way are individuals located on the City-owned portion of Uvas Creek, roughly estimated at between 75 and 100 individuals.

In totality, 24.4% of the total area contained within the City Limits falls within the prohibition area under this ordinance, leaving 75.6% of the City's total area not affected by this ordinance, which is most of the total area of the City. The original report had

31.6% of the total City area affected, however further map refinement requires an adjustment to the percentage. Below is the breakdown from the City's GIS data of the total City area, and the total amount of area affected by this ordinance within the City limits:

Prohibition Areas	Acreage
Schools	1,073.43
Preschools and Daycares	526.22
Parks	1,526.28
Water Division Wells	25.20
Gilroy Bridges	31.12
Railroad – Only the portion in City Limits	119.35
Under and Over Passes	20.99
City portion of the Creek	28.25
Subtotal of Prohibition Coverage	3,350.84
Duplicate Area Adjustment within City Limits	-762.97
Proposed Area Covered by Prohibition	2,587.87
City Limits	10,586.75
Percent of City Area Affected by Prohibition	24.44%
Percent of City Area Not Affected by Prohibition	75.56%

Enforcement

The ordinance does not criminalize sleeping in the open. It limits the locations, prohibiting the use of certain public rights-of-way from being used as sleeping or living accommodations. It provides that the only act subject to a misdemeanor is the refusal to relocate from a prohibited area when instructed to do so by a City employee.

Once the ordinance is adopted, the Quality of Life Officers and Community Development staff will engage our Local Service Providers Group to outreach to those within the prohibited areas during the 30-day waiting period for the ordinance to become effective. The intent is to allow the maximum time for accessing services from our local and regional service providers and attempting voluntary compliance. Enforcement is discretionary and subject to various staffing and budgetary constraints.

ALTERNATIVES

Council may choose to reject or modify the ordinance. Should Council determine to modify the proposed ordinance, the introduction process would be restarted with a new introduction and first reading.

FISCAL IMPACT/FUNDING SOURCE

Adopting the ordinance will not have a financial impact on the City. The costs of advertising the ordinance, as well as enforcement of such policies, will be carried out through existing staff resources and financial resources that are already appropriated each year.

PUBLIC OUTREACH

This subject has been discussed at multiple public meetings. These include the following:

- July 5, 2022;
- September 12, 2022;
- March 20, 2023;
- May 15, 2023; and
- tonight's meeting.

These discussions have focused on creating a policy to address unhoused individuals utilizing parks, creeks, and other public areas as living and sleeping accommodations. In addition, the City Council created an Unhoused ad hoc committee, which developed 14 recommendations to help both the unhoused and to mitigate the effects of the unhoused on their neighboring communities.

Additionally, the City advertised this public hearing in the local newspaper and on the City's website.

Upon adoption, the City will finalize and release informational materials and maps of the prohibited areas within City Limits and coordinate across departments to help maximize the outreach to those affected by the ordinance, as well as the public.

NEXT STEPS

Once introduced, the ordinance will be placed on the June 19, 2023 City Council Regular Meeting consent calendar for a second reading and adoption.

Attachments:

1. Proposed Ordinance with a map of affected areas as Attachment A.



City of Gilroy

STAFF REPORT

Agenda Item Title: **Approve the Purchase of Three Public Works Vehicles (One 2024 Ford F650 with Rugby Dump Bed; One 2024 Ford F650 Utility Truck with Hydraulic Telescopic Crane and Vanair Hydraulic Drive Air Compressor; and One 2024 Ford F750 Water Tank Truck with 1500 Gallon Water Tank and Honda WB20XT External Gas Engine) in the Combined Amount of \$518,125**

Meeting Date: June 19, 2023

From: Jimmy Forbis, City Administrator

Department: Administrative Services

Submitted By: LeeAnn McPhillips, Administrative Services and Human Resources Director / Risk Manager

Prepared By: Abraham Carmelino, Fleet Superintendent, and LeeAnn McPhillips, Administrative Services and Human Resources Director / Risk Manager

STRATEGIC PLAN GOALS

Not Applicable

RECOMMENDATION

- a) Waive the requirement for a single bid submittal from Transwest Truck Center, LLC for Project No. 23-PW-283;
- b) Award the Purchase of Three Public Works Vehicles:
 - One 2024 Ford F650 with Rugby Dump Bed from Transwest Truck Center, LLC in the amount of \$110,625 (Project No. 23-PW-282)
 - One 2024 Ford F650 Utility Truck with Hydraulic Telescopic Crane and Vanair Hydraulic Drive Air Compressor from Transwest Truck Center, LLC in the amount of \$276,500 (Project No. 23-PW-283)
 - One 2024 Ford F750 Water Tank Truck with 1500 Gallon Water Tank and Honda WB20XT External Gas Engine from Transwest Truck Center, LLC in the amount

of \$131,000 (Project No. 23-PW-284); and

- c) Approve up to \$15,000 as a contingency should there be any year/model or commodity surcharges or modifications placed on these vehicles.
- d) Authorize the City Administrator to execute the purchase contracts and associated documents.

EXECUTIVE SUMMARY

The City Council approved the replacement of three Public Works vehicles in the FY22 and FY23 budget. After meeting with staff to go over their specific work needs, Fleet has identified the following replacement vehicles:

- One 2023 Ford F650 with 5-7 Yard Rugby Dump Bed to replace a 1989 Freightliner Dump Truck in the Parks Section
- One 2023 Ford F650 Utility Truck with Summit 8 Series, 11 Foot Body, Summit 10629 Hydraulic Telescopic Crane, and Vanair Hydraulic Drive Air Compressor to replace two 2006 Ford F450 Utility Trucks for the Water Section
- One 2023 Ford F750 Water Tank Truck with 1500 Gallon Stainless Steel Potable Water Tank and Honda WB20XT External Gas Engine to replace a 1994 International Water Truck for the Streets/Wastewater/Trees Section

Staff completed the formal bid process required by the City of Gilroy Purchasing Policy. Based upon the responses received, staff recommends awarding the bids to the lowest responsive bidder for these vehicle replacements.

BACKGROUND

2024 Ford F650 with Rugby Dump Bed: Project 23-PW-282

As noted above, this vehicle will replace a 1989 Freightliner Dump Truck that is 34 years old and has reached the end of its useful life. It is experiencing mechanical and physical part failures, and replacement parts are difficult to obtain. Further, this 1989 vehicle no longer complies with the California Air Resources Board Emission Program Regulations; therefore, staff is currently limited on how many miles and hours this vehicle can be operated in a one-year period, further necessitating the need for replacement as soon as possible.

The replacement vehicle will be used by the Parks & Landscapes Section to complete the following types of work:

- hauling materials to and from job sites (dirt, tanbark, etc.)
- various clean-up and maintenance work in parks
- large tree/branch clean-up/removal
- soil and/or asphalt removal.

Staff solicited bids for this vehicle via the formal public bid process, and below is the only response received. Staff has evaluated the response, which meets the published specifications. The vendor did substitute a Rugby dump bed for the Scelzi dump bed; however, after reviewing by Fleet, the specifications are very similar but just made by a different manufacturer. Therefore, the bid is deemed substantially compliant.

Dealer	Location	Total Cost Per Vehicle
Transwest Truck Center, LLC	Fontana, CA	\$110,625

Based on the bid received, staff is recommending that this vehicle be purchased from Transwest Truck Center, LLC, in the amount of \$110,625, in compliance with the City of Gilroy Purchasing Policy.

2024 Ford F650 Utility Truck with Summit 8 Series, 11-Foot Body, Summit 10629 Hydraulic Telescopic Crane & Vanair Hydraulic Driven Air Compressor: Project 23-PW-283

As noted above, this vehicle will replace two 2006 Ford F450 utility trucks that are 17 years old and no longer meet the needs of the Department. Further, the utility trucks are showing metal fatigue and deterioration in the cargo area due to hauling debris and water treatment chemicals. In addition, these two utility trucks are constantly having mobile crane and power lift gate issues.

The replacement vehicle will be used by the Water Section to service and maintain water wells, water reservoirs, and main water lines throughout the community. This vehicle will allow personnel to complete jobs efficiently and will reduce the need for multiple vehicles to complete a job, as this vehicle is capable of various functions. It will also have plenty of storage space for tools and equipment used in water distribution system maintenance tasks.

Staff obtained bids for this vehicle via the formal public bid process, and the following responses were received:

Dealer	Location	Total Cost Per Vehicle
Transwest Truck Center, LLC – Option A	Fontana, CA	\$276,500
Transwest Truck Center, LLC – Option B	Fontana, CA	\$261,900

As noted above, the single vendor who responded to this bid provided two different options in response. Normally, given the City's Purchasing Policy, optional bids from a single vendor would be deemed non-responsive. However, in this instance, staff is recommending the City Council waive this requirement and award the Option A bid as this bid meets the desired specifications and is substantially compliant. If this project

was deemed non-responsive and a new bid process was completed, it is more likely than not that the vendor would submit the same Option A bid, and no further bids would be received. This would take additional staff time and resources at a time when the supply and availability of these types of vehicles are very low, and agencies are not receiving multiple bids. Given the above, the staff is recommending a purchase from Transwest Truck Centers (Option A) in the amount of \$276,500.

2024 Ford F750 Water Tank Truck with 1500 Gallon Water Tank and Honda WB20XT External Gas Engine: Project 23-PW-284

As noted above, this vehicle will replace a 1994 International Water Truck that is 29 years old and has reached the end of its useful life. It is experiencing mechanical and physical part failures, and replacement parts are difficult to obtain. This vehicle is also regulated by the California Air Resources Board (CARB) Diesel Emission Program Regulations. These regulations limit the miles and hours this vehicle can be used in a one-year period and is basically only available for emergency use currently.

The replacement vehicle will be used by the Streets/Wastewater/Trees Section to complete the following types of work:

- Deliver water to construction sites not yet connected to the City's water system or other sites without a water supply
- Provide a water supply when there is a significant main line break or during the shutdown of a water line for repairs
- Provide an additional water supply during emergencies (earthquake, flood, fire, etc.) when access to water may be compromised or the drinking water supply becomes tainted
- Serve as an additional resource to supply water for the Fire Department during an emergency

The truck will have space to be stocked with all equipment and tools necessary to complete projects efficiently.

Staff obtained bids for this vehicle via the formal public bid process, and the two below responses were received. Both bids are substantially compliant with the bid process and specifications.

Dealer	Location	Total Cost Per Vehicle
Transwest Truck Center, LLC	Fontana, CA	\$131,000
West-Mark	Ceres, CA	\$153,740

Based on the bids received, staff is recommending the purchase from the lowest responsive bidder, Transwest Truck Center, LLC, in the amount of \$131,000 in compliance with the City of Gilroy Purchasing Policy.

Although these vehicles are assigned to certain sections of the Public Works Operations Division, the vehicles are available as a resource for all departments should there be a need.

ALTERNATIVES

Given the aging fleet and operational needs of the Public Works Operations Division, the replacement of these vehicles is critical. These types of specialty vehicles are in high demand and are difficult to obtain. Therefore, staff is recommending moving forward with locking in these orders at these prices quickly to minimize supply chain issues.

FISCAL IMPACT/FUNDING SOURCE

Funding for these vehicles in the total combined amount of \$518,125 is available in the FY 23 Fleet Fund (Fund 600). In addition, there is funding available in the amount of up to \$15,000 should there be any additional model and commodity surcharges or modifications. A contribution to the Fleet Fund from the Water Fund was made as part of the budget process to cover the cost of the utility truck that will be assigned to the Water Section.

NEXT STEPS

Following Council approval, staff will immediately finalize the purchase contracts for the City Administrator's signature to fully secure the orders and will work with the vendor to finalize the build and delivery of the vehicles per the specifications.

Attachments:

1. Bid Pricing and Certification Form 23-PW-282 – Transwest Truck Center, LLC
2. Bid Pricing and Certification Form 23-PW-283 – Transwest Truck Center, LLC - Option A
3. Bid Pricing and Certification Form 23-PW-284 – Transwest Truck Center, LLC

CITY OF GILROY INVITATION FOR BIDS (IFB)
PROJECT 23-PW-282
Purchase of FORD F650 Cab with Scelzi Dump Body Truck

ATTACHMENT B – SECTION 1 – BID PRICING AND CERTIFICATION FORM

BID INFORMATION	BIDDER'S OFFERING
Total, all-inclusive cost:	110,625.00
Chassis Make:	Ford
Chassis Model:	F650
Chassis Year:	2024
Compactor Make:	Not sure what a compactor is body is
Compactor Model:	Rugby dump body
Compactor Year:	

Pricing subject to model & commodity surcharges

NO BID SHALL BE ACCEPTED WHICH HAS NOT BEEN SIGNED IN INK IN THE APPROPRIATE SPACE BELOW

Bidding Firm Name:	Transwest Truck Center LLC
Address:	10150 Cherry Ave Fontana, CA 92335
Telephone:	714-357-0024
Facsimile:	866-416-8817
E-Mail:	JBlakely@vvgtruck.com
Contact Person Name and Title:	James K. Blakely Fleet & Government Sales

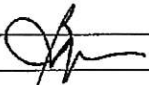
BIDDER REPRESENTATIONS

1. Bidder did not, in any way, collude, conspire, or agree, directly or indirectly, with any person, firm, corporation or other Bidder in regard to the amount, terms, or conditions of this proposal.
2. Bidder additionally certifies that neither bidder nor its principals are presently disbarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from

participation in this transaction by any federal department or agency, any California State agency, or any local governmental agency.

3. Bidder acknowledges that all requests for deviations, exceptions, and approved equals are enclosed herein and that only those deviations, exceptions, and approved equals included in the Invitation for Bids (IFB) document or permitted by formal addenda are accepted by the City.
4. Bidder did not receive unauthorized information from any City staff member or City Consultant during the Bidding period except as provided for in the IFB package, formal addenda issued by the City.
5. Bidder hereby certifies that they will meet the equipment delivery and installation services dates included in the IFB and/or its attachments.
6. Bidder hereby certifies that the information contained in the proposal and all accompanying documents is true and correct.
7. Please check the appropriate box on the following list:
 - ☐ If the proposal is submitted by an individual, it shall be signed by him or her, and if he or she is doing business under a fictitious name, the proposal shall so state.
 - ☐ If the proposal is made by a partnership, the full names and addresses of all members and the address of the partnership, shall be stated and the proposal shall be signed for all members by one or more members thereof.
 - ☐ If the proposal is made by a corporation, it shall be signed in the corporate name by an authorized officer or officers.
 - ☐ If the proposal is made by a limited liability company, it shall be signed in the corporate name by an authorized officer or officers.
 - ☐ If the proposal is made by a joint venture, the full names and addresses of all members of the joint venture shall be stated and the bid shall be signed by each individual.

By signing below, the submission of a bid shall be deemed a representation and certification by the Bidder that they have investigated all aspects of the Invitation-For-Bids (IFB), that they are aware of the applicable facts pertaining to the IFB process, its procedures and requirements, and that they have read and understand the IFB.

Authorized Representative Name (sign name):	
Authorized Representative Signature (print name):	Bryan Kobus
Authorized Representative Title (print title):	CFO
Complete the additional signatures below, as REQUIRED per # 7 above	
Authorized Representative Name (sign name):	
Authorized Representative Signature (print name):	
Authorized Representative Title (print title):	
Authorized Representative Name (sign name):	
Authorized Representative Signature (print name):	
Authorized Representative Title (print title):	

OPTION A

Summit 8 series w/summit 10629
Hyd. Telescopic crane, Vanair Compa
summit drawer RKG, Reusker

CITY OF GILROY INVITATION FOR BIDS (IFB)

PROJECT 23-PW-283

Purchase of FORD F650 Cab & Chassis with Summit 8 Series, 11 Foot Body,
Summit 10629 Hydraulic Telescopic Crane & Vanair Hydraulic Driven Air
Compressor

ATTACHMENT B – SECTION 1 – BID PRICING AND CERTIFICATION FORM

BID INFORMATION	BIDDER'S OFFERING
Total, all-inclusive cost:	276,500 ⁰⁰
Chassis Make:	Ford
Chassis Model:	F-650
Chassis Year:	2024
Compactor Make:	
Compactor Model:	
Compactor Year:	

Pricing subject to model year & commodity surcharges

NO BID SHALL BE ACCEPTED WHICH HAS NOT BEEN SIGNED IN INK IN THE APPROPRIATE SPACE BELOW

Bidding Firm Name:	Transwest Truck Center, LLC
Address:	10150 Cherry Ave. Fontana CA 92335
Telephone:	714-357-0024
Facsimile:	866-416-8817
E-Mail:	jblakely@vvgtruck.com
Contact Person Name and Title:	James K. Blakely

BIDDER REPRESENTATIONS

1. Bidder did not, in any way, collude, conspire, or agree, directly or indirectly, with any person, firm, corporation or other Bidder in regard to the amount, terms, or conditions of this proposal.

2. Bidder additionally certifies that neither bidder nor its principals are presently disbarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, any California State agency, or any local governmental agency.
3. Bidder acknowledges that all requests for deviations, exceptions, and approved equals are enclosed herein and that only those deviations, exceptions, and approved equals included in the Invitation for Bids (IFB) document or permitted by formal addenda are accepted by the City.
4. Bidder did not receive unauthorized information from any City staff member or City Consultant during the Bidding period except as provided for in the IFB package, formal addenda issued by the City.
5. Bidder hereby certifies that they will meet the equipment delivery and installation services dates included in the IFB and/or its attachments.
6. Bidder hereby certifies that the information contained in the proposal and all accompanying documents is true and correct.
7. Please check the appropriate box on the following list:
 - ☐ If the proposal is submitted by an individual, it shall be signed by him or her, and if he or she is doing business under a fictitious name, the proposal shall so state.
 - ☐ If the proposal is made by a partnership, the full names and addresses of all members and the address of the partnership, shall be stated and the proposal shall be signed for all members by one or more members thereof.
 - ☐ If the proposal is made by a corporation, it shall be signed in the corporate name by an authorized officer or officers.
 - ☐ If the proposal is made by a limited liability company, it shall be signed in the corporate name by an authorized officer or officers.
 - ☐ If the proposal is made by a joint venture, the full names and addresses of all members of the joint venture shall be stated and the bid shall be signed by each individual.

By signing below, the submission of a bid shall be deemed a representation and certification by the Bidder that they have investigated all aspects of the Invitation-For-Bids (IFB), that they are aware of the applicable facts pertaining to the IFB process, its procedures and requirements, and that they have read and understand the IFB.

Authorized Representative Name (sign name):	
Authorized Representative Signature (print name):	Bryan Kohler
Authorized Representative Title (print title):	CCFO
Complete the additional signatures below, as REQUIRED per # 7 above	
Authorized Representative Name (sign name):	
Authorized Representative Signature (print name):	
Authorized Representative Title (print title):	
Authorized Representative Name (sign name):	
Authorized Representative Signature (print name):	
Authorized Representative Title (print title):	

CITY OF GILROY INVITATION FOR BIDS (IFB)
PROJECT 23-PW-284
Purchase of FORD F750 Cab with 1500 GAL. Stainless Steel Potable
Water Tank

ATTACHMENT B – SECTION 1 – BID PRICING AND CERTIFICATION FORM

BID INFORMATION	BIDDER'S OFFERING
Total, all-inclusive cost:	131,000. ⁰⁰
Chassis Make:	Ford
Chassis Model:	F-750
Chassis Year:	2024
Compactor Make:	Tank and body by Truck works
Compactor Model:	TRUCK WORKS
Compactor Year:	

Pricing Subject to model/year & commodity surcharges

NO BID SHALL BE ACCEPTED WHICH HAS NOT BEEN SIGNED IN INK IN THE APPROPRIATE SPACE BELOW

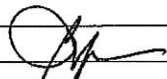
Bidding Firm Name:	Transwest Truck Center, LLC
Address:	10150 Cherry Ave Fontana CA 92335
Telephone:	714-357-0024
Facsimile:	866-416-8817
E-Mail:	jblakely@vvgtruck.com
Contact Person Name and Title:	James K. Blakely

BIDDER REPRESENTATIONS

1. Bidder did not, in any way, collude, conspire, or agree, directly or indirectly, with any person, firm, corporation or other Bidder in regard to the amount, terms, or conditions of this proposal.
2. Bidder additionally certifies that neither bidder nor its principals are presently disbarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from

- participation in this transaction by any federal department or agency, any California State agency, or any local governmental agency.
3. Bidder acknowledges that all requests for deviations, exceptions, and approved equals are enclosed herein and that only those deviations, exceptions, and approved equals included in the Invitation for Bids (IFB) document or permitted by formal addenda are accepted by the City.
 4. Bidder did not receive unauthorized information from any City staff member or City Consultant during the Bidding period except as provided for in the IFB package, formal addenda issued by the City.
 5. Bidder hereby certifies that they will meet the equipment delivery and installation services dates included in the IFB and/or its attachments.
 6. Bidder hereby certifies that the information contained in the proposal and all accompanying documents is true and correct.
 7. Please check the appropriate box on the following list:
 - ☐ If the proposal is submitted by an individual, it shall be signed by him or her, and if he or she is doing business under a fictitious name, the proposal shall so state.
 - ☐ If the proposal is made by a partnership, the full names and addresses of all members and the address of the partnership, shall be stated and the proposal shall be signed for all members by one or more members thereof.
 - ☐ If the proposal is made by a corporation, it shall be signed in the corporate name by an authorized officer or officers.
 - ☐ If the proposal is made by a limited liability company, it shall be signed in the corporate name by an authorized officer or officers.
 - ☐ If the proposal is made by a joint venture, the full names and addresses of all members of the joint venture shall be stated and the bid shall be signed by each individual.

By signing below, the submission of a bid shall be deemed a representation and certification by the Bidder that they have investigated all aspects of the Invitation-For-Bids (IFB), that they are aware of the applicable facts pertaining to the IFB process, its procedures and requirements, and that they have read and understand the IFB.

Authorized Representative Name (sign name):	
Authorized Representative Signature (print name):	Bryan Kobus
Authorized Representative Title (print title):	CFO
Complete the additional signatures below, as REQUIRED per # 7 above	
Authorized Representative Name (sign name):	
Authorized Representative Signature (print name):	
Authorized Representative Title (print title):	
Authorized Representative Name (sign name):	
Authorized Representative Signature (print name):	
Authorized Representative Title (print title):	



City of Gilroy

STAFF REPORT

Agenda Item Title: Authorize the City to Enter into a Ten-year Master Services and Purchasing Agreement with Axon Enterprises, Inc., to Purchase the Police Officer Safety and Fleet Bundle to Include Body-Worn Cameras, Conducted Energy Weapons (Tasers), In-Car Camera System, and Digital Evidence Storage for \$3,791,290

Meeting Date: June 19, 2023
 From: Jimmy Forbis, City Administrator
 Department: Police
 Submitted By: Pedro Espinoza, Police Chief
 Prepared By: Juan Rocha, Police Captain

STRATEGIC PLAN GOALS

Ensure Neighborhood Equity from City Services

RECOMMENDATION

- a. Authorize the City of Gilroy to enter a ten-year Master Services and Purchasing Agreement with Axon Enterprises Inc. for \$3,791,290 to upgrade and replace the Police Department's body-worn cameras, conducted-energy weapons (Tasers), in-car cameras, and digital evidence storage capabilities; and
- b. Authorize the City Administrator to execute the Master Services and Purchasing Agreement and related purchasing documents.

EXECUTIVE SUMMARY

On June 5, 2023, the City Council adopted the Fiscal Year 2024 and 2025 biennial budget, which includes the procurement of public safety equipment. The Police Department is in critical need of replacing body-worn cameras (BWCs), in-car cameras, and conducted energy weapons (CEWs); most referred to as "Tasers," and transitioning to digital evidence storage and sharing capabilities. The approval of this request will

ensure that the Police Department provides best practice, transparent, and equitable public safety services with current technology.

BACKGROUND

The Police Department first deployed VieVu body-worn cameras (BWCs) in 2012 and was one of the first agencies in the region to equip its police officers with BWCs. The Police Department has deployed conducted-energy weapons (CEWs) and in-car cameras (Data 911 Video) since the early 2000s. Data 911 and VieVue captured video evidence independently, as no integrated systems were available at the time. The Police Department has never utilized a cloud-based digital evidence storage system. The Department's priority has been to improve officer safety and transparency, both internally and externally.

The Department deployed its second generation of BWCs and in-car cameras in 2016 and used WatchGuard Technologies as the vendor. The current generation of the Department's WatchGuard BWCs and in-car cameras reached the end of its technological lifecycle. WatchGuard Technologies no longer supports the BWCs and in-car cameras currently deployed. CEWs have always been purchased from Axon Enterprises Inc. (formerly known as Taser Inc.) through a third-party vendor.

ANALYSIS

The Police Department's BWCs and in-car cameras are at the end of their lifecycle. The current BWCs and in-car cameras were purchased in 2016 through WatchGuard Technologies and are failing quickly. The supply chain lag has caused a delivery time of approximately eight months before a refurbished or newly purchased BWC is delivered.

The Department's need is urgent as there are no spare BWCs which has led to officers sharing BWCs between shifts. The sharing of the BWCs places an unnecessary strain on the device's battery, sometimes resulting in out-of-power BWCs in the middle of an officer's shift. The footage from the BWCs often does not upload to the City's servers, which results in IT staff having to ship the BWCs back to the vendor to extract video content. This technological deficiency has compounded the current shortage of BWCs and more importantly, compromises the filing and prosecution of criminal cases that rely heavily on an officer's BWC video footage.

The video footage from in-car cameras often does not automatically upload to the City's servers. This malfunction requires Information Technology (IT) staff to track down the patrol car physically, manually download the content onto thumb drives, and transfer it to a City server.

A City-owned storage server preserves all video evidence (consistent with current retention policies) and requires a redundant backup server in the event of failure. Both servers are maintained and serviced by the City's IT Division. The IT Division currently

maintains a server dedicated to preserving video footage from a BWC system that the Police Department stopped using when it transitioned to WatchGuard in 2016.

To maintain a reliable BWC and in-car camera program, the replacement and upgrade of this equipment are critical.

Most agencies in Santa Clara County expeditiously and effortlessly deliver the video and audio evidence to the Santa Clara County District Attorney's Office (DA) electronically via a cloud-based evidence storage system without using CDs, downloading the footage, or driving to the DA's office. The Police Department is one of the last, if not the only, agency in Santa Clara County that still physically delivers video evidence from BWCs and in-car cameras to the DA's office. The process requires the Property and Evidence Technician to locate the needed video evidence, download it onto a CD and physically drive it to the DA's office in Morgan Hill or San Jose. Public Safety Communicators follow the same procedure for requests made by the DA's office for 9-1-1 calls.

DISCUSSION

Transparency in policing and integration of crisis intervention and de-escalation training is critical to public trust. Technology continues to be a critical service multiplier and tool to meet our current service demands.

The Police Department uses technology for CEWs, BWCs, in-car cameras, transcription, video redaction, and data storage. Besides the BWCs and in-car cameras, each system currently is independent and does not integrate services or capabilities, reducing operational efficiency. In addition, staff management of each system is challenging, as it requires coordination with multiple vendors to implement solutions when problems arise.

Due to the current service fees associated with BWCs, in-car cameras, CEWs, and data storage systems, the Police Department formed a committee to identify a vendor(s) who could provide a product suite to integrate our current needs. The committee met and researched several products and determined that only one company, Axon Enterprises, Inc., could meet our current service needs. Axon Enterprises, Inc. is a global leader in law enforcement technology that has provided law enforcement services since 1993. Of importance, their service package includes built-in warranty programs, scheduled equipment replacement, technology updates, and collateral training services. These goods and services are required to meet our current needs and are only manufactured and available for purchase from Axon Enterprise, thereby being a sole-source provider.

Background on Axon:

- Every Axon product, from CEWs to BWCs and the digital evidence management system Axon Evidence (Evidence.com), integrates seamlessly with one another, complementing the systems and processes law enforcement already uses. That

connectedness does not stop at the company's products. With the features built into Axon's solutions, law enforcement can connect with partners, from county officials to neighboring agencies to prosecutors working a case.

- The Axon network includes more than 397,800 licensed users domestically plus thousands worldwide. Law enforcement agencies that use Axon Evidence have collectively uploaded more than 60 petabytes of data. Forty-eight Major City Chiefs Association members, representing the largest cities in the US and Canada, have deployed the Axon cameras and evidence management solutions. The most significant purchase of body cameras globally is 22,000 Axon Body 2 cameras by the London Metropolitan Police Service in London, UK, and the most significant purchase in the US is the Los Angeles Police Department, with 7,545 Axon cameras.
- Axon's growing platform connects cloud, mobile, and wearable technologies to give law enforcement agencies a proper end-to-end solution. Products on the platform include wearable and in-car camera technologies, tasers, Signal Technology, AI capabilities, and the digital evidence management system Axon Evidence.

Agencies in Santa Clara County that use Axon equipment:

- San Jose PD, Santa Clara County Sheriff's Office, Sunnyvale DPS, Los Gatos PD, Milpitas PD, Mountain View PD, Santa Clara PD, Morgan Hill PD, San Jose State University PD, Los Altos PD, and Campbell PD all use Axon for their body-worn cameras and other digital evidence solutions.
- Palo Alto PD uses WatchGuard Technologies for body-worn cameras.
- California Highway Patrol has not fully deployed body-worn cameras but is currently testing Axon systems.
- Axon is the standard in Santa Clara County and has a streamlined discovery to the DA's office using Evidence.com.

Five-year and ten-year agreements were evaluated. The 10-year agreement is recommended for increased long-term savings. The City will also maintain a fixed price for most of the term of the agreement, which is projected to be much cheaper than entering into a new agreement after five years. The proposed agreement would allow the Department to consolidate multiple programs under the umbrella of one entity. The technological interfaces provided through the consolidation would lead to significant operational efficiencies and place the Gilroy Police Department at the forefront of law enforcement technology. The proposed systems and functional interfaces are supported by the backbone of Axon called Evidence.com. The City would receive unlimited cloud-based data storage capabilities as part of the agreement.

The following is a summary of each system incorporated in this proposal:

Axon Evidence

It manages most electronic evidence and data, including body-worn video, in-car video, interview room video, CCTV, photographs, audio, documents, and more. It provides a chain of custody on evidence and reviews actions taken by users with access to the system. The system allows for the seamless sharing of evidence with the District Attorney and the uploading of evidence in any format. It includes redaction assistant software to detect and mask everyday objects, such as license plates, faces, and screens. It also allows for storing information generated by mobile devices in the field.

All evidence video footage from current and previous BWC and in-car camera systems stored in City servers will be transferred to Evidence.com (cloud-based) at no additional cost.

Axon Body 3 (BWC)

Axon Body 3 provides high-definition BWCs with reduced motion blur with clear evidence during playback and near-photographic levels of detail. It allows for live-streaming through Axon Respond and identifying officer locations while recording or live-streaming. It is compatible with Axon Signal, which allows for wireless activation. The camera has lights at the front that provide public transparency without compromising officer safety. Four microphones work together to capture clear audio. It has a durable and rugged design. Video recall allows for the recall of 24 hours of audio-free footage based on program settings established by the agencies. New cameras would be provided to the Police Department on day one of the agreement, as well as on January 1, 2026, July 1, 2028, January 1, 2031, and June 30, 2033, ensuring technology is current and in good working order. If the existing camera is taken out of service by Axon before a scheduled replacement date, the Police Department will be provided with the latest upgraded camera. In addition, docking stations for the Axon Body 3 cameras required for charging and downloading data to Evidence.com will be provided on the same replacement schedule as the camera.

Axon Fleet 3

A vehicle-mounted two-camera system captures clear, panoramic evidence with integrated 4K Automated License Plate Reader (ALPR) coverage, which covers three traffic lanes. The data integrates seamlessly with Evidence.com. ALPR cameras mounted on vehicles can assist with the increase in the identification of stolen vehicles, identify vehicles associated with crimes being investigated, and provide the ability to rapidly track and identify vehicles in proximity to a crime when officers arrive at a scene. It also allows officers to gain situational awareness through real-time alerts. Wireless pairing with body-worn cameras is provided. At no additional cost, the Police Department will receive replacement in-car cameras on January 1, 2029, and January 1, 2033, of the agreement.

Axon Signal

Axon Signal is a technology that enables the Axon BWCs and in-car cameras to sense nearby events through a wireless signal and start recording. Axon Signal transmits signals to any camera within range wirelessly, enabling recording to occur when patrol car light bars are activated; magnetic locks in patrol cars are opened for less lethal shotgun or patrol rifle deployment; a handheld Taser is powered on; a BWC camera is manually activated to record; and when an officer unholsters their firearm. When a signal is transmitted due to the activation of a device with "signal" technology, all cameras within fifteen yards are remotely turned on to begin recording. High-stress situations are a primary cause for video loss through late activation or non-activation of cameras. Signal, through technology, reduces the likelihood through automated activation.

Axon Taser 7

Axons' Taser 7 is the newest, less lethal smart weapon. As part of the agreement, Axon will provide a Hook and Loop training suite to allow staff to integrate live training and the deployment of the new CEWs. In addition, Axon will provide all the requisite training cartridges to ensure training mandates are met for the life of the agreement, ensuring staff is up to date on the use of the device and reducing liability exposure. Axon will also provide the in-service cartridges for the length of the contract.

All CEWs purchased as part of this agreement would carry Axon's warranty and liability policy for the life of the agreement. New CEWs will be provided to the Police Department at the commencement of the agreement and on July 1, 2030, ensuring technology is current and in good working order. In the event the CEW deployed by the Police Department is taken out of service by Axon during the 10-year warranty period or in advance of the replacement date, the Police Department will be provided the next-generation CEW at no additional cost. As a result, the agency would retain warranty and Axon liability coverage for the life of the agreement.

Axon Respond

Axon Respond integrates location data and live-streaming video feeds from Axon devices to give officers, supervisors, and command staff a complete picture of evolving situations on any device. Data gathered from connected sensors are immediately accessible by the rest of the Respond real-time operations platform resulting in better visibility and faster responses.

Respond works seamlessly with Axon Body 3 cameras and the Fleet 3 in-car video system. The system provides the ability to see what is happening on the ground and send information through voice or text messages with automated event channels and attachment support. A field commander can view team member locations or streams and better coordinate a response to a critical incident.

Axon Performance

Axon Performance can streamline the supervisor review process and reduce the time it takes to ensure that teams are operating within agency guidelines and policies. The system evaluates calls for service, guides supervisors through their review workflows, keeps track of previously recorded reviews, and helps standardize the review process with a randomized video selection feature. Staff can utilize Axon Performance to access key BWC and in-car camera metrics in near-real-time.

Axon Standards

With a flood of digital evidence and heightened expectations around transparency, Axon Standards is a solution that meets the unique needs of internal affairs and professional standards units. Axon standards will create one streamlined report that only shows required fields, helping save time and reduce errors. Streamlined report-writing for high-risk officer-involved events, such as use-of-force; clear task delegation and automated reminders; and data management capabilities support efforts to uphold integrity and values in every incident. With Standards, supervisors benefit from a conditional show/hide feature and customizable fields to enable focus on the most critical information. Data is entered once with a boost from predictive typing and easily allows digital evidence to be attached to the report resulting in smoother workflows and reduced redundancies.

Axon Citizen

Axon Citizen enables staff to invite individual witnesses or the entire community to submit photos and videos of an incident directly. Submissions go straight to Evidence.com, where they are instantly categorized and searchable. Audit trails show officer and collection information and data. Community members can elect to keep their contact information from being stored in the application. Triage tools help officers reviewing submissions quickly decide which media to accept or decline. Large volumes of submissions are supported no matter the size or scale of the event.

Axon View and Capture

Axon Capture is an application built for agency smartphones making recording photo, audio, and video evidence easy and secure. Live video streaming, instant replay, and on-the-spot evidence turn routine video into valuable evidence and reduce distractions by automatically filing the video into the correct retention schedule. Evidence is automatically tagged with GPS locations, and metadata is synchronized to the officer's Evidence.com profile without leaving the scene.

Axon Redaction

Redaction Assistant was designed to manage the most common objects found in body-worn videos, saving staff time so they can focus on more complex work. Redaction Assistant will automatically identify the screens, faces, and license plates in video footage.

Axon Auto-Transcribe

Auto-Transcribe allows a user to type a word and jump right to that spot in the video or audio, eliminating the need to review the whole file. This allows officers to reference, when necessary, details in the evidence where statements were made and by which speaker with embedded timestamps. It transcribes multiple videos/audio files simultaneously, including BWC video, in-car video, interview room video, CCTV, audio recordings, and more. It provides a high level of accuracy and sharing of transcripts. Auto-Transcribe is entirely Criminal Justice Information Services (CJIS) compliant and is encrypted in transit and at rest.

Axon Virtual Reality (VR.) Training

Axon VR Training prepares officers for complex real-world situations by bringing immersive content to devices that can be used wirelessly anywhere and pairing it with a comprehensive training platform. It provides officers with a library of over ten modules and enhances their ability to better address community needs with analytical and de-escalation skills. It also provides officers with valuable tools and techniques to identify, address, and cope with the psychological impact of public safety professions. Access to training session recordings and analytics enables new coaching and program development opportunities.

ALTERNATIVES

Council can reject the recommendation. Staff does not recommend this option as it will limit the ability to integrate the needed platform to meet the current service demand.

FISCAL IMPACT/FUNDING SOURCE

The total cost for the ten-year agreement is \$3,791,290. The bundling of services creates projected cost savings over the life of the agreement in the amount of \$1,881,398. Axon allows these fees to spread over the life of an agreement making the implementation more affordable, as shown below. Council approved the funds for the first two years of this agreement during the recent FY24 and FY25 biennial budget approval process.

Cost Breakdown:

Fiscal Year	Amount
FY24	\$341,216
FY25	\$341,216
FY26	\$341,216
FY27	\$341,216
FY28	\$341,216
FY29	\$417,042
FY30	\$417,042
FY31	\$417,042
FY32	\$417,042
FY33	\$417,042
TOTAL	\$3,791,290

Attachments:

1. Axon Enterprise Quote – In-Car Cameras
2. Axon Enterprise Quote – Body Worn Cameras, Tasers, and Evidence.com
3. Axon Master Services and Purchasing Agreement for Agency



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

Q-457320-44973.963KP

Issued: 02/16/2023

Quote Expiration: 03/31/2023

Estimated Contract Start Date: 10/01/2023

Account Number: 112140

Payment Terms: N30

Delivery Method:

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

SALES REPRESENTATIVE	PRIMARY CONTACT
Kyle Panasewicz Phone: +1 4803294734 Email: kylep@axon.com Fax: (480) 905-2071	Michael McMahon Phone: 408-746-0521 Email: michael.mcmahon@ci.gilroy.ca.us Fax: (408) 846-0387

Quote Summary

Program Length	120 Months
TOTAL COST	\$841,205.88
ESTIMATED TOTAL W/ TAX	\$855,566.43

Discount Summary

Average Savings Per Year	\$37,422.61
TOTAL SAVINGS	\$374,226.12

Payment Summary

Date	Subtotal	Tax	Total
Sep 2023	\$75,708.52	\$1,292.45	\$77,000.97
Sep 2024	\$75,708.52	\$1,292.45	\$77,000.97
Sep 2025	\$75,708.52	\$1,292.45	\$77,000.97
Sep 2026	\$75,708.52	\$1,292.45	\$77,000.97
Sep 2027	\$75,708.52	\$1,292.45	\$77,000.97
Sep 2028	\$92,532.63	\$1,579.66	\$94,112.29
Sep 2029	\$92,532.63	\$1,579.66	\$94,112.29
Sep 2030	\$92,532.63	\$1,579.66	\$94,112.29
Sep 2031	\$92,532.63	\$1,579.66	\$94,112.29
Sep 2032	\$92,532.76	\$1,579.66	\$94,112.42
Total	\$841,205.88	\$14,360.55	\$855,566.43

Quote Unbundled Price:	\$1,215,432.00
Quote List Price:	\$1,032,134.40
Quote Subtotal:	\$841,205.88

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3A10Yr	Fleet 3 Advanced 10 Year	36	120	\$281.35	\$238.92	\$194.72	\$841,205.88	\$14,360.55	\$855,566.43
Total							\$841,205.88	\$14,360.55	\$855,566.43

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Fleet 3 Advanced 10 Year	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	36	09/01/2023
Fleet 3 Advanced 10 Year	70112	AXON SIGNAL UNIT	36	09/01/2023
Fleet 3 Advanced 10 Year	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	36	09/01/2023
Fleet 3 Advanced 10 Year	72034	FLEET SIM INSERTION, VZW	36	09/01/2023
Fleet 3 Advanced 10 Year	72036	FLEET 3 STANDARD 2 CAMERA KIT	36	09/01/2023
Fleet 3 Advanced 10 Year	72036	FLEET 3 STANDARD 2 CAMERA KIT	1	09/01/2023
Fleet 3 Advanced 10 Year	72040	FLEET REFRESH, 2 CAMERA KIT	36	09/01/2028
Fleet 3 Advanced 10 Year	72040	FLEET REFRESH, 2 CAMERA KIT	1	09/01/2028
Fleet 3 Advanced 10 Year	100092	FLEET REFRESH TWO, 2 CAMERA KIT	36	09/01/2033
Fleet 3 Advanced 10 Year	100092	FLEET REFRESH TWO, 2 CAMERA KIT	1	09/01/2033

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced 10 Year	80400	FLEET, VEHICLE LICENSE	36	10/01/2023	09/30/2033
Fleet 3 Advanced 10 Year	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	36	10/01/2023	09/30/2033
Fleet 3 Advanced 10 Year	80402	RESPOND DEVICE LICENSE - FLEET 3	36	10/01/2023	09/30/2033
Fleet 3 Advanced 10 Year	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	72	10/01/2023	09/30/2033

Services

Bundle	Item	Description	QTY
Fleet 3 Advanced 10 Year	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	36
Fleet 3 Advanced 10 Year	73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)	36

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced 10 Year	80379	EXT WARRANTY, AXON SIGNAL UNIT	36	10/01/2023	09/30/2033
Fleet 3 Advanced 10 Year	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	36	09/01/2024	09/30/2033
Fleet 3 Advanced 10 Year	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	1	09/01/2024	09/30/2033

Payment Details

Sep 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	Fleet3A10Yr	Fleet 3 Advanced 10 Year	36	\$75,708.52	\$1,292.45	\$77,000.97
Total				\$75,708.52	\$1,292.45	\$77,000.97

Sep 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	Fleet3A10Yr	Fleet 3 Advanced 10 Year	36	\$75,708.52	\$1,292.45	\$77,000.97
Total				\$75,708.52	\$1,292.45	\$77,000.97

Sep 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	Fleet3A10Yr	Fleet 3 Advanced 10 Year	36	\$75,708.52	\$1,292.45	\$77,000.97
Total				\$75,708.52	\$1,292.45	\$77,000.97

Sep 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	Fleet3A10Yr	Fleet 3 Advanced 10 Year	36	\$75,708.52	\$1,292.45	\$77,000.97
Total				\$75,708.52	\$1,292.45	\$77,000.97

Sep 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	Fleet3A10Yr	Fleet 3 Advanced 10 Year	36	\$75,708.52	\$1,292.45	\$77,000.97
Total				\$75,708.52	\$1,292.45	\$77,000.97

Sep 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 6	Fleet3A10Yr	Fleet 3 Advanced 10 Year	36	\$92,532.63	\$1,579.66	\$94,112.29
Total				\$92,532.63	\$1,579.66	\$94,112.29

Sep 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 7	Fleet3A10Yr	Fleet 3 Advanced 10 Year	36	\$92,532.63	\$1,579.66	\$94,112.29
Total				\$92,532.63	\$1,579.66	\$94,112.29

Sep 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 8	Fleet3A10Yr	Fleet 3 Advanced 10 Year	36	\$92,532.63	\$1,579.66	\$94,112.29
Total				\$92,532.63	\$1,579.66	\$94,112.29

Sep 2031

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 9	Fleet3A10Yr	Fleet 3 Advanced 10 Year	36	\$92,532.63	\$1,579.66	\$94,112.29
Total				\$92,532.63	\$1,579.66	\$94,112.29

Sep 2032

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 10	Fleet3A10Yr	Fleet 3 Advanced 10 Year	36	\$92,532.76	\$1,579.66	\$94,112.42
Total				\$92,532.76	\$1,579.66	\$94,112.42

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

2/16/2023



FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and Gilroy Police Department - CA the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

Purpose and Intent

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

Acceptance

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

Force Majeure

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

Schedule Change

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation-to be performed pursuant of this Statement of Work.

Axon Fleet Deliverables

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

Security Clearance and Access

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

Training

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

Local Computer

AGENCY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

Network

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

Cradlepoint Router

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's [NetCloud Manager](#) to the extent necessary to perform Work pursuant of this Statement of Work.

Evidence.com

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

Wireless Upload System

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

VEHICLE INSTALLATION

Preparedness

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

Existing Mobile Video Camera System Removal

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are not considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

In-Car Hardware/Software Delivery and Installation

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may result in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warranted by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.



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Q-457327-44973.791KP

Issued: 02/16/2023

Quote Expiration: 03/31/2023

Estimated Contract Start Date: 07/01/2023

Account Number: 112140

Payment Terms: N30

Delivery Method: Fedex - Ground

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

SALES REPRESENTATIVE	PRIMARY CONTACT
Kyle Panasewicz Phone: +1 4803294734 Email: kylep@axon.com Fax: (480) 905-2071	Michael McMahon Phone: 408-746-0521 Email: michael.mcmahon@ci.gilroy.ca.us Fax: (408) 846-0387

Quote Summary

Program Length	120 Months
TOTAL COST	\$2,841,999.30
ESTIMATED TOTAL W/ TAX	\$2,935,725.15

Discount Summary

Average Savings Per Year	\$150,717.23
TOTAL SAVINGS	\$1,507,172.30

Payment Summary

Date	Subtotal	Tax	Total
Jun 2023	\$255,780.03	\$8,435.34	\$264,215.37
Jun 2024	\$255,780.03	\$8,435.34	\$264,215.37
Jun 2025	\$255,780.03	\$8,435.34	\$264,215.37
Jun 2026	\$255,780.03	\$8,435.34	\$264,215.37
Jun 2027	\$255,780.03	\$8,435.34	\$264,215.37
Jun 2028	\$312,619.83	\$10,309.83	\$322,929.66
Jun 2029	\$312,619.83	\$10,309.83	\$322,929.66
Jun 2030	\$312,619.83	\$10,309.83	\$322,929.66
Jun 2031	\$312,619.83	\$10,309.83	\$322,929.66
Jun 2032	\$312,619.83	\$10,309.83	\$322,929.66
Total	\$2,841,999.30	\$93,725.85	\$2,935,725.15

Quote Unbundled Price:	\$4,349,171.60
Quote List Price:	\$3,467,085.20
Quote Subtotal:	\$2,841,999.30

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
2022OSP7+Premium10Year	OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	78	120	\$441.21	\$346.97	\$303.63	\$2,841,999.30	\$93,725.85	\$2,935,725.15
A la Carte Hardware									
AB3C	AB3 Camera Bundle	78			\$749.00	\$0.00	\$0.00	\$0.00	\$0.00
AB3MBD	AB3 Multi Bay Dock Bundle	10			\$1,638.90	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Software									
ProLicense	Pro License Bundle	22	120		\$39.00	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Services									
85147	CEW STARTER	1			\$9,950.00	\$0.00	\$0.00	\$0.00	\$0.00
85055	AXON FULL SERVICE	1			\$26,775.00	\$0.00	\$0.00	\$0.00	\$0.00
20379	VR 1-DAY SERVICE	1			\$4,950.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$2,841,999.30	\$93,725.85	\$2,935,725.15

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	86	06/01/2023
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	78	06/01/2023
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	2	06/01/2023
AB3 Camera Bundle	74028	WING CLIP MOUNT, AXON RAPIDLOCK	86	06/01/2023
AB3 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	10	06/01/2023
AB3 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	10	06/01/2023
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - 8 BAY DOCK	10	06/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	100126	AXON VR TACTICAL BAG	2	06/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	100186	HTC FOCUS 3 WRIST TRACKER	4	06/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	78	06/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	2	06/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20018	TASER 7 BATTERY PACK, TACTICAL	93	06/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	06/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	68	06/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20161	TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER	10	06/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20296	SAMSUNG S7+ TABLET FOR VR SIMULATOR	2	06/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20297	SAMSUNG S7+ TABLET CASE FOR VR SIMULATOR	2	06/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20298	VR-ENABLED SIRT 115C CONTROLLER	2	06/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20378	HTC FOCUS 3 VR HEADSET	4	06/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	234	06/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	156	06/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	234	06/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	156	06/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	156	06/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	156	06/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	78	06/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	78	06/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	22196	TASER 7 VR CARTRIDGE, STANDOFF (3.5-DEGREE)	4	06/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	22197	TASER 7 VR CARTRIDGE, CLOSE-QUARTERS (12-DEGREE)	4	06/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	06/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	06/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	156	06/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	74200	TASER 7 6-BAY DOCK AND CORE	1	06/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	75015	SIGNAL SIDEARM KIT	78	06/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	2	06/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	2	06/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	156	06/01/2024
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	156	06/01/2024
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	156	06/01/2025
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	156	06/01/2025

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	156	06/01/2025
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	156	06/01/2025
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	100210	VIRTUAL REALITY TABLET REFRESH ONE	2	12/01/2025
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20373	VIRTUAL REALITY HEADSET REFRESH ONE	4	12/01/2025
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	73309	AXON CAMERA REFRESH ONE	80	12/01/2025
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	73689	MULTI-BAY BWC DOCK 1ST REFRESH	10	12/01/2025
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	156	06/01/2026
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	156	06/01/2026
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	156	06/01/2027
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	156	06/01/2027
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	100211	VIRTUAL REALITY TABLET REFRESH TWO	2	06/01/2028
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20242	TASER CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	78	06/01/2028
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20374	VIRTUAL REALITY HEADSET REFRESH TWO	4	06/01/2028
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	73310	AXON CAMERA REFRESH TWO	80	06/01/2028
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	73688	MULTI-BAY BWC DOCK 2ND REFRESH	10	06/01/2028
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	100212	VIRTUAL REALITY TABLET REFRESH THREE	2	12/01/2030
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20375	VIRTUAL REALITY HEADSET REFRESH THREE	4	12/01/2030
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	73345	AXON CAMERA REFRESH THREE	80	12/01/2030
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	73347	MULTI-BAY BWC DOCK 3RD REFRESH	10	12/01/2030
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	73346	AXON CAMERA REFRESH FOUR	80	06/01/2033
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	73348	MULTI-BAY BWC DOCK 4TH REFRESH	10	06/01/2033

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	100165	UNLIMITED 3RD-PARTY STORAGE	78	07/01/2023	06/30/2033
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	100590	MY90 LICENSE	78	07/01/2023	06/30/2033
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20248	TASER EVIDENCE.COM ACCESS LICENSE	78	07/01/2023	06/30/2033
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20248	TASER EVIDENCE.COM ACCESS LICENSE	1	07/01/2023	06/30/2033
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20370	FULL VR TASER 7 ADD-ON USER ACCESS	78	07/01/2023	06/30/2033
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	73478	REDACTION ASSISTANT USER LICENSE	78	07/01/2023	06/30/2033
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	73618	AXON COMMUNITY REQUEST+ LICENSE	78	07/01/2023	06/30/2033
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	73638	STANDARDS ACCESS LICENSE	78	07/01/2023	06/30/2033
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	73680	RESPOND DEVICE PLUS LICENSE	78	07/01/2023	06/30/2033
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	73681	AXON RECORDS FULL	78	07/01/2023	06/30/2033
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	73682	AUTO TAGGING LICENSE	78	07/01/2023	06/30/2033
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	78	07/01/2023	06/30/2033
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	73739	PERFORMANCE LICENSE	78	07/01/2023	06/30/2033
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	73746	PROFESSIONAL EVIDENCE.COM LICENSE	78	07/01/2023	06/30/2033
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	85760	Auto-Transcribe Unlimited Service	78	07/01/2023	06/30/2033
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	66	07/01/2023	06/30/2033
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	22	07/01/2023	06/30/2033

Services

Bundle	Item	Description	QTY
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	100105	MY90 SETUP	1

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QTY
1

Services

Bundle	Item	Description	QTY
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	78
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20119	TASER MASTER INSTRUCTOR SCHOOL VOUCHER	1
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20119	TASER MASTER INSTRUCTOR SCHOOL VOUCHER	1
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20119	TASER MASTER INSTRUCTOR SCHOOL VOUCHER	1
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20119	TASER MASTER INSTRUCTOR SCHOOL VOUCHER	1
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20119	TASER MASTER INSTRUCTOR SCHOOL VOUCHER	1
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20120	TASER INSTRUCTOR COURSE VOUCHER	1
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20120	TASER INSTRUCTOR COURSE VOUCHER	1
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20120	TASER INSTRUCTOR COURSE VOUCHER	1
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20120	TASER INSTRUCTOR COURSE VOUCHER	1
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20120	TASER INSTRUCTOR COURSE VOUCHER	1
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM	78
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	80190	Evidence.com Channel Services	1
A la Carte	20379	VR 1-DAY SERVICE	1
A la Carte	85055	AXON FULL SERVICE	1
A la Carte	85147	CEW STARTER	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	80464	EXT WARRANTY, CAMERA (TAP)	78	07/01/2023	06/30/2033
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	80464	EXT WARRANTY, CAMERA (TAP)	2	07/01/2023	06/30/2033
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	100197	HTC FOCUS 3 VR HEADSET - WARRANTY	4	06/01/2024	06/30/2033
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	100213	VIRTUAL REALITY TABLET - HARDWARE WARRANTY	2	06/01/2024	06/30/2033
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	80374	EXT WARRANTY, TASER 7 BATTERY PACK	93	06/01/2024	06/30/2033
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	80395	EXT WARRANTY, TASER 7 HANDLE	78	06/01/2024	06/30/2033
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	80395	EXT WARRANTY, TASER 7 HANDLE	2	06/01/2024	06/30/2033
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	06/01/2024	06/30/2033
OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	10	06/01/2024	06/30/2033

Payment Details

Jun 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	2022OSP7+Premium10Year	OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	78	\$255,780.03	\$8,435.34	\$264,215.37
Year 1	20379	VR 1-DAY SERVICE	1	\$0.00	\$0.00	\$0.00
Year 1	85055	AXON FULL SERVICE	1	\$0.00	\$0.00	\$0.00
Year 1	85147	CEW STARTER	1	\$0.00	\$0.00	\$0.00
Year 1	AB3C	AB3 Camera Bundle	78	\$0.00	\$0.00	\$0.00
Year 1	AB3MBD	AB3 Multi Bay Dock Bundle	10	\$0.00	\$0.00	\$0.00
Year 1	ProLicense	Pro License Bundle	22	\$0.00	\$0.00	\$0.00
Total				\$255,780.03	\$8,435.34	\$264,215.37

Jun 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	2022OSP7+Premium10Year	OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	78	\$255,780.03	\$8,435.34	\$264,215.37
Year 2	20379	VR 1-DAY SERVICE	1	\$0.00	\$0.00	\$0.00
Year 2	85055	AXON FULL SERVICE	1	\$0.00	\$0.00	\$0.00
Year 2	85147	CEW STARTER	1	\$0.00	\$0.00	\$0.00
Year 2	AB3C	AB3 Camera Bundle	78	\$0.00	\$0.00	\$0.00
Year 2	AB3MBD	AB3 Multi Bay Dock Bundle	10	\$0.00	\$0.00	\$0.00
Year 2	ProLicense	Pro License Bundle	22	\$0.00	\$0.00	\$0.00
Total				\$255,780.03	\$8,435.34	\$264,215.37

Jun 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	2022OSP7+Premium10Year	OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	78	\$255,780.03	\$8,435.34	\$264,215.37
Year 3	20379	VR 1-DAY SERVICE	1	\$0.00	\$0.00	\$0.00
Year 3	85055	AXON FULL SERVICE	1	\$0.00	\$0.00	\$0.00
Year 3	85147	CEW STARTER	1	\$0.00	\$0.00	\$0.00
Year 3	AB3C	AB3 Camera Bundle	78	\$0.00	\$0.00	\$0.00
Year 3	AB3MBD	AB3 Multi Bay Dock Bundle	10	\$0.00	\$0.00	\$0.00
Year 3	ProLicense	Pro License Bundle	22	\$0.00	\$0.00	\$0.00
Total				\$255,780.03	\$8,435.34	\$264,215.37

Jun 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	2022OSP7+Premium10Year	OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	78	\$255,780.03	\$8,435.34	\$264,215.37
Year 4	20379	VR 1-DAY SERVICE	1	\$0.00	\$0.00	\$0.00
Year 4	85055	AXON FULL SERVICE	1	\$0.00	\$0.00	\$0.00
Year 4	85147	CEW STARTER	1	\$0.00	\$0.00	\$0.00

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Jun 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	AB3C	AB3 Camera Bundle	78	\$0.00	\$0.00	\$0.00
Year 4	AB3MBD	AB3 Multi Bay Dock Bundle	10	\$0.00	\$0.00	\$0.00
Year 4	ProLicense	Pro License Bundle	22	\$0.00	\$0.00	\$0.00
Total				\$255,780.03	\$8,435.34	\$264,215.37

Jun 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	2022OSP7+Premium10Year	OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	78	\$255,780.03	\$8,435.34	\$264,215.37
Year 5	20379	VR 1-DAY SERVICE	1	\$0.00	\$0.00	\$0.00
Year 5	85055	AXON FULL SERVICE	1	\$0.00	\$0.00	\$0.00
Year 5	85147	CEW STARTER	1	\$0.00	\$0.00	\$0.00
Year 5	AB3C	AB3 Camera Bundle	78	\$0.00	\$0.00	\$0.00
Year 5	AB3MBD	AB3 Multi Bay Dock Bundle	10	\$0.00	\$0.00	\$0.00
Year 5	ProLicense	Pro License Bundle	22	\$0.00	\$0.00	\$0.00
Total				\$255,780.03	\$8,435.34	\$264,215.37

Jun 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 6	2022OSP7+Premium10Year	OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	78	\$312,619.83	\$10,309.83	\$322,929.66
Year 6	20379	VR 1-DAY SERVICE	1	\$0.00	\$0.00	\$0.00
Year 6	85055	AXON FULL SERVICE	1	\$0.00	\$0.00	\$0.00
Year 6	85147	CEW STARTER	1	\$0.00	\$0.00	\$0.00
Year 6	AB3C	AB3 Camera Bundle	78	\$0.00	\$0.00	\$0.00
Year 6	AB3MBD	AB3 Multi Bay Dock Bundle	10	\$0.00	\$0.00	\$0.00
Year 6	ProLicense	Pro License Bundle	22	\$0.00	\$0.00	\$0.00
Total				\$312,619.83	\$10,309.83	\$322,929.66

Jun 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 7	2022OSP7+Premium10Year	OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	78	\$312,619.83	\$10,309.83	\$322,929.66
Year 7	20379	VR 1-DAY SERVICE	1	\$0.00	\$0.00	\$0.00
Year 7	85055	AXON FULL SERVICE	1	\$0.00	\$0.00	\$0.00
Year 7	85147	CEW STARTER	1	\$0.00	\$0.00	\$0.00
Year 7	AB3C	AB3 Camera Bundle	78	\$0.00	\$0.00	\$0.00
Year 7	AB3MBD	AB3 Multi Bay Dock Bundle	10	\$0.00	\$0.00	\$0.00
Year 7	ProLicense	Pro License Bundle	22	\$0.00	\$0.00	\$0.00
Total				\$312,619.83	\$10,309.83	\$322,929.66

Jun 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 8	2022OSP7+Premium10Year	OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	78	\$312,619.83	\$10,309.83	\$322,929.66

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Jun 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
	ar					
Year 8	20379	VR 1-DAY SERVICE	1	\$0.00	\$0.00	\$0.00
Year 8	85055	AXON FULL SERVICE	1	\$0.00	\$0.00	\$0.00
Year 8	85147	CEW STARTER	1	\$0.00	\$0.00	\$0.00
Year 8	AB3C	AB3 Camera Bundle	78	\$0.00	\$0.00	\$0.00
Year 8	AB3MBD	AB3 Multi Bay Dock Bundle	10	\$0.00	\$0.00	\$0.00
Year 8	ProLicense	Pro License Bundle	22	\$0.00	\$0.00	\$0.00
Total				\$312,619.83	\$10,309.83	\$322,929.66

Jun 2031						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 9	2022OSP7+Premium10Year	OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	78	\$312,619.83	\$10,309.83	\$322,929.66
Year 9	20379	VR 1-DAY SERVICE	1	\$0.00	\$0.00	\$0.00
Year 9	85055	AXON FULL SERVICE	1	\$0.00	\$0.00	\$0.00
Year 9	85147	CEW STARTER	1	\$0.00	\$0.00	\$0.00
Year 9	AB3C	AB3 Camera Bundle	78	\$0.00	\$0.00	\$0.00
Year 9	AB3MBD	AB3 Multi Bay Dock Bundle	10	\$0.00	\$0.00	\$0.00
Year 9	ProLicense	Pro License Bundle	22	\$0.00	\$0.00	\$0.00
Total				\$312,619.83	\$10,309.83	\$322,929.66

Jun 2032						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 10	2022OSP7+Premium10Year	OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	78	\$312,619.83	\$10,309.83	\$322,929.66
Year 10	20379	VR 1-DAY SERVICE	1	\$0.00	\$0.00	\$0.00
Year 10	85055	AXON FULL SERVICE	1	\$0.00	\$0.00	\$0.00
Year 10	85147	CEW STARTER	1	\$0.00	\$0.00	\$0.00
Year 10	AB3C	AB3 Camera Bundle	78	\$0.00	\$0.00	\$0.00
Year 10	AB3MBD	AB3 Multi Bay Dock Bundle	10	\$0.00	\$0.00	\$0.00
Year 10	ProLicense	Pro License Bundle	22	\$0.00	\$0.00	\$0.00
Total				\$312,619.83	\$10,309.83	\$322,929.66

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

2/16/2023





Master Services and Purchasing Agreement for Agency

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the agency listed below or, if no agency is listed below, the agency on the Quote attached hereto ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. INTENTIONALLY OMITTED

3. **Payment.** Axon invoices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4. **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

- 7.1. **Limited Warranty; Disclaimer.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for 30 months and 90 days, respectively, from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. **All software and Axon Cloud Services, are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices, software, and services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.**

- 7.2. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-

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Department: Legal

Version: 16.0

Release Date: 1/27/2023

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manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon Manufactured Device or (b) 90-days from the date of repair or replacement.

7.2.1. If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

7.3. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

7.4. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Agency resells Axon Devices.

7.4.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.

7.4.2. Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

7.5. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.

7.6. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

7.7. **Axon Aid.** Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon, and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "Releasees"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of Axon or any Releasees or otherwise. Agency agrees not to make or bring any such claim against Axon or any other Releasee, and forever release and discharge Axon and all other Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.

8. **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.



10. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
11. **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
12. **Indemnification of Liability, Duty to Defend**

To the fullest extent permitted by law, AXON shall defend, , indemnify and hold harmless AGENCY, 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 reasonable attorneys' fees, to the extent arising or resulting directly or indirectly from any willful or negligent acts, errors or omissions of AXON or AXON'S assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.

13. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

In addition to any other obligations under this Agreement, AXON shall, at no cost to AGENCY, obtain and maintain throughout the term of this Agreement: (a) Commercial Liability Insurance on a per occurrence basis, including coverage for owned and non-owned automobiles, with a minimum combined single limit coverage of \$1,000,000 per occurrence for all damages due to bodily injury, sickness or disease, or death to any person, and damage to property, including the loss of use thereof; and (b) Professional Liability Insurance (Errors & Omissions) with a minimum coverage of \$1,000,000 per occurrence or claim, and \$2,000,000 aggregate; provided however, Professional Liability Insurance written on a claims made basis must comply with the requirements set forth below. Professional Liability Insurance written on a claims made basis (including without limitation the initial policy obtained and all subsequent policies purchased as renewals or replacements) must show the retroactive date, and the retroactive date must be before the earlier of the effective date of the contract or the beginning of the contract work. Claims made Professional Liability Insurance must be maintained, and written evidence of insurance must be provided, for at least five (5) years after the completion of the contract work. If claims made coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the earlier of the effective date of the contract or the beginning of the contract work, AXON must purchase so called "extended reporting" or "tail" coverage for a minimum of five (5) years after completion of work, which must also show a retroactive date that is before the earlier of the effective date of the contract or the beginning of the contract work. As a condition precedent to AGENCY'S obligations under this Agreement, AXON shall furnish written evidence of such coverage (naming AGENCY, 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.

14. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
15. **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
16. **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; (c) a dispute between Agency and a third-party over Agency's use of Axon Devices; (d) to ensure Axon Devices are destroyed and disposed of securely and sustainably at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.



17. **Termination.**

- 17.1. **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
- 17.2. **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
- 17.3. **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.

18. **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5 years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Agency receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement. The Parties acknowledge that Agency has disclosure obligations under the California Public Records Act. The Parties also acknowledge that this agreement will be a public record when approved and is not deemed to be Confidential Information.

19. **General.**

- 19.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 19.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 19.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 19.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 19.5. **Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 19.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 19.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 19.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 19.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.
- 19.10. **Governing Law.** The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the

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**Master Services and Purchasing Agreement for Agency**

International Sale of Goods does not apply to this Agreement.

19.11. **Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Agency shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.

18.12 **Entire Agreement.** This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:**Axon Enterprise, Inc.**

DocuSigned by:
Signature: Robert E. Driscoll, Jr.
55DAEBB131A4424...
Name: Robert E. Driscoll, Jr.
VP, Assoc. General Counsel
Title: _____
5/24/2023 | 6:16 PM MST
Date: _____

AGENCY:**Gilroy Police Department (CA)**

Signature: _____
Name: Jimmy Forbis
Title: _____
Date: _____

Signature: _____
Name: Andy Faber
Title: _____
Date: _____

Signature: _____
Name: Thai Pham
Title: _____
Date: _____



Master Services and Purchasing Agreement for Agency

Axon Cloud Services Terms of Use Appendix

1. **Definitions.**

- a. **"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.
- b. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.
- c. **"Non-Content Data"** is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.
- d. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2. **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data (**"TASER Data"**). Agency may not upload non-TASER Data to Axon Evidence Lite.

3. **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5. **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

- a. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.
- b. To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.

6. **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic

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screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.

For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement agency that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Agency is prohibited from storing data for other law enforcement agencies; and (iii) Agency may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Agency Content created by Axon Devices or Evidence.com.

9. **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
10. **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
11. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services. Service Offerings will be subject to the Axon Cloud Services Service Level Agreement, a current version of which is available at <https://www.axon.com/products/axon-evidence/sla>.
12. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.
 - a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon completion of the OSP 7 Term ("**Axon Records Subscription**")
 - b. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
 - c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

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- d. Users of Axon Records at the agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Agency exceed an average rate of 100 GB per user per year of uploaded files. Axon will not bill for overages.
13. **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
 - a. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - b. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - d. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - e. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - f. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - g. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
 14. **After Termination.** Axon will not delete Agency Content for 90 days following termination. There will be no functionality of Axon Cloud Services during these 90 days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
 15. **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
 16. **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
 17. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.



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Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
 - 2.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("Use Case"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").
 - 2.2. **Expiration of ACEIP Tier 1.** Agency consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency.

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

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3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed or de-identified data.

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Agency into ACEIP Tier 2 until Axon and Agency agree to terms in writing providing for such participation in ACEIP Tier 2.



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Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Agency must use professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.
2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to 4 consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than 4 consecutive on-site days, Agency must purchase additional days. Axon Full Service options include:

System set up and configuration

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories and custom roles based on Agency need
- Register cameras to Agency domain
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
- One on-site session included

Dock configuration

- Work with Agency to decide the ideal location of Docks and set configurations on Dock
- Authenticate Dock with Axon Evidence using admin credentials from Agency
- On-site assistance, not to include physical mounting of docks

Best practice implementation planning session

- Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management
- Provide referrals of other agencies using the Axon camera devices and Axon Evidence
- Recommend rollout plan based on review of shift schedules

System Admin and troubleshooting training sessions

Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations

Evidence sharing training

Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies

End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

Implementation document packet

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than 1 day of on-site Services, Agency must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon View on smartphones (if applicable)

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• Configure categories & custom roles based on Agency need • Troubleshoot IT issues with Axon Evidence and Axon Dock (“Dock”) access
/Dock configuration • Work with Agency to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using “Administrator” credentials from Agency • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Agency’s in-house instructors who can support Agency’s Axon camera and Axon Evidence training needs after Axon’s has fulfilled its contracted on-site obligations
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one day of on-site services.

5. **CEW Services Packages.** CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Agency need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon’s observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Agency’s configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Agency’s subsequent Axon Evidence training needs. • For the CEW Full Service Package: Training for up to 3 individuals at Agency • For the CEW Starter Package: Training for up to 1 individual at Agency
TASER CEW inspection and device assignment Axon’s on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review For the CEW Full Service Package: On-site assistance included. For the CEW Starter Package: Virtual assistance included.

6. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon’s on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW

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Smart Weapons that Agency is replacing with newer Smart Weapon models.

Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters.
Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **Signal Sidearm Installation Service.** If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up to 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

Removal of existing connection screws that affix a holster to a holster mount

Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount

Reattachment of the holster to the mount using appropriate screws

Functional testing of Signal Sidearm device

8. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
9. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.
10. **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.
11. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("User Documentation"). User Documentation will include all required environmental specifications for the professional Services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("Installation Site") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it.
12. **Acceptance.** When Axon completes professional Services, Axon will present an acceptance form ("Acceptance Form") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.
13. **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.



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Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year hardware limited warranty.
2. **Officer Safety Plan.** If Agency purchases an Officer Safety Plan ("OSP"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 Term.** OSP 7 begins on the date specified in the Quote ("OSP 7 Term").
4. **TAP BWC Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("BWC Upgrade") as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
5. **TAP Dock Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("Dock Upgrade"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.
7. **Upgrade Change.** If Agency wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Agency must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
9. **Termination.** If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.



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TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. **TASER Upgrade.** If Agency purchases Axon's 10-year certification program for Axon's latest version of its TASER energy weapon ("Certification Program") and has no outstanding payment obligations as of the beginning of the 6th year of the Certification Program, Agency will qualify for an upgrade to any subsequent version of the Certification Program ("CEW Upgrade"). Agency will receive the CEW Upgrade at no additional cost, only to the extent such subsequent version of the Certification Program includes the same products or features as the Certification Program purchased by Agency. If Agency wants to upgrade to a Certification Program that includes additional products or features, Agency will pay the additional cost associated with such products and features. For the avoidance of doubt, Agency is not required to upgrade to any subsequent version of the Certification Program. Axon may ship the CEW Upgrade as scheduled in the Quote without prior confirmation from agency unless the Parties agree in writing otherwise at least 90 days in advance. If necessary to maintain compatibility among Axon Devices, within 30 days of receiving the CEW Upgrade, Agency must, if requested by Axon, return all hardware and related accessories received in connection with the Certification Program to Axon. In such event, Agency must ship batteries via ground shipping or in accordance with federal regulations in place at the time of the return. Axon will pay shipping costs for the return if Agency uses Axon's RMA process.
4. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer's warranty plus the 4-year extended term.
5. **Trade-in.** If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

<u>Agency Size</u>	<u>Days to Return from Start Date of TASER 7 Subscription</u>
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

6. **TASER 7 Subscription Term.** The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 Start date.
7. **Access Rights.** Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not exceed the number of end users than the Quote specifies.
8. **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.
9. **Termination.** If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:
 - 9.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.

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- 9.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.
 - 9.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.



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Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.
2. **Support.** For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
3. **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
4. **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
 - 4.1. Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2. Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5. Promptly install and implement any software updates provided by Axon;
 - 4.6. Ensure that all appropriate data backups are performed;
 - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8. Provide Axon with remote access to Agency's Axon Evidence account when required;
 - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
 - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
5. **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.



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Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

1. **Agency Responsibilities.** Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "Axon Fleet") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
2. **Cradlepoint.** If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.
3. **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.
4. Wireless Offload Server.
 - 4.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("WOS"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
 - 4.2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
 - 4.3. **Updates.** If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("WOS Updates") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
 - 4.4. **WOS Support.** Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.
5. Axon Vehicle Software.
 - 5.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
 - 5.2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.
6. **Acceptance Checklist.** If Axon provides services to Agency pursuant to any statement of work in connection with Axon Fleet, within 7 days of the date on which Agency retrieves Agency's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Agency will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.



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7. **Axon Fleet Upgrade.** If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as schedule on the Quote.
 - 7.1. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.
 - 7.2. Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
8. **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:
 - 8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.
 - 8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.
 - 8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.



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Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term.** If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency. If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
2. **Scope of Axon Respond.** The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.
3. **Axon Body 3 LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.
4. **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.
5. **Axon Respond Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
 - 5.1. With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.
6. **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.



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Add-on Services Appendix

This Appendix applies if Axon Citizen for Communities, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as part of OSP 7, the subscription begins on the later of the (1) start date of the OSP 7 Term, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency.
 - 1.1. If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.
 - 1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.
2. **Axon Citizen Storage.** For Axon Citizen, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
3. **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.



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Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.
 - 1.1. If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.
2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.
3. **Axon Unlimited Transcribe.** Upon Axon granting Agency an Unlimited Transcribe subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.
4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.



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Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term.** The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Agency related to virtual reality (collectively, "Virtual Reality Media").
2. **Headsets.** Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Agency must purchase those headsets from Axon.
3. **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Media licenses from Axon. Agency may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Agency may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
 - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
 - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
 - 3.4. use trade secret information contained in Virtual Reality Media;
 - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
 - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
 - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
4. **Privacy.** Agency's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at <https://www.axon.com/legal/axon-virtual-reality-privacy-policy>.
5. **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.



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Axon Channel Services Appendix

This Appendix applies if Agency purchases Axon Channel Service, as set forth on the Quote.

1. **Definitions.**
 - 1.1. **"Axon Digital Evidence Management System"** means Axon Evidence or Axon Commander, as specified in the attached Channel Services Statement of Work.
 - 1.2. **"Active Channel"** means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.
 - 1.3. **"Inactive Channel"** means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.
2. **Scope.** Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency's third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.
3. **Purpose and Use.** Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency's network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.
4. **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
5. **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.
6. **Monitoring.** Axon may monitor Agency's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of channel services.
7. **Agency's Responsibilities.** Axon's successful performance of the Channel Services requires Agency:
 - 7.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
 - 7.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);
 - 7.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
 - 7.4. Ensure all appropriate data backups are performed;
 - 7.5. Provide Axon with remote access to the Agency's network and third-party systems when required for Axon to perform the Channel Services;
 - 7.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and
 - 7.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).

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My90 Terms of Use Appendix

Definitions.

- 1.1. **"My90"** means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon Products.
- 1.2. **"Recipient Contact Information"** means contact Information, as applicable, including phone number or email address (if available) of the individual whom Customer would like to obtain feedback.
- 1.3. **"Customer Data"** means
 - 1.3.1. "My90 Customer Content" which means data, including Recipient Contact Information, provided to My90 directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Customer Content does not include My90 Non-Content Data.
 - 1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Customer's My90 tenant, and client software, users, and survey recipients that is Processed when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Customer Content.
 - 1.3.3. "Survey Response" which means survey recipients response to My90 Survey.
- 1.4. **"My90 Data"** means
 - 1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Customer and survey recipients within My90.
 - 1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual.
- 1.5. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
- 1.6. **"Processing"** means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
- 1.7. **"Sensitive Personal Data"** means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.
2. **Access.** Upon Axon granting Customer a subscription to My90, Customer may access and use My90 to store and manage My90 Customer Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.
3. **IP address.** Axon will not store survey respondents' IP address.
4. **Customer Owns My90 Customer Content.** Customer controls or owns all right, title, and interest in My90 Customer Content. Except as outlined herein, Axon obtains no interest in My90 Customer Content, and My90 Customer Content is not Axon's business records. Except as set forth in this Agreement, Customer is responsible for uploading, sharing, managing, and deleting My90 Customer Content. Axon will only have access to My90 Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to My90 Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon Products.



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5. **Details of the Processing.** The nature and purpose of the Processing under this Appendix are further specified in Schedule 1 Details of the Processing, to this Appendix.
6. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Customer Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Customer Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Customer, such as ISO 27001 certification or SOC 2 Reporting.
7. **Privacy.** Customer use of My90 is subject to the My90 Privacy Policy, a current version of which is available at <https://www.axon.com/legal/my90privacypolicy>. Customer agrees to allow Axon access to My90 Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon Products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon Products.
8. **Location of Storage.** Axon may transfer Customer Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Customer Data. For all Customers, Axon will Process including store Customer Data within the United States. Ownership of My90 Customer Content remains with Customer.
9. **Required Disclosures.** Axon may be required to disclose Customer Data that Customer shares with Axon as part of a subpoena process or other order issued by a court or administrative body or otherwise required by any law or regulation. Axon will not disclose Customer Data except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Customer if any disclosure request is received for Customer Data so Customer may file an objection with the court or administrative body, unless prohibited by law.
10. **Data Sharing.** Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:
 - 10.1. Axon may share Customer Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.
 - 10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon Customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or could reasonably be linked directly or indirectly to a particular individual.
11. **License and Intellectual Property.** Customer grants Axon and, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Customer Data for internal use including but not limited to analysis and creation of derivatives but Axon may not release Customer Data to any third party under this right that is not aggregated and de-identified. Customer acknowledges that Customer will have no intellectual property right in any media, good or service developed or improved by Axon. Customer acknowledges that Axon may make any lawful use of My90 Data and any derivative of Customer Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Customer will have no intellectual property right in any good, service, media, or other product that uses My90 Data.
12. **Customer Use of Aggregated Survey Response.** Axon will make available to Customer Aggregated Survey Response and rights to use for any Customer purpose.
13. **Data Subject Rights.** Taking into account the nature of the Processing, Axon shall assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of Customer's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Customer Content. If in regard to My90 Customer Content, Axon receives a Data Subject Request from Customer's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within 72 hours, to make its request directly to Customer. Customer will be responsible for responding to any such request.
14. **Assistance with Requests Related to My90 Customer Content.** With regard to the processing of My90 Customer Content, Axon shall, if not prohibited by applicable law, notify Customer without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Customer Content; (b) receives a complaint or request from a third party regarding the obligations

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of Customer or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Customer Content or the Processing or protection of My90 Customer Content. Axon shall not respond to such requests, complaints, or communications, unless Customer has given Axon written instructions to that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Customer of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing.** If Axon Evidence partner sharing is used to share My90 Customer Content, Customer will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Customer acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Customer also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.
16. **Data Retention.** Phone numbers provided to Axon directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for 24 hours. Axon will not delete Aggregated Survey Response for four years following termination of this Agreement. There will be no functionality of My90 during these four years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.
17. **Termination.** Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Customer Content or the potential monetization of Survey Response and Aggregated Survey Response.
18. **Managing Data Shared.** Customer is responsible for:
 - 18.1. Ensuring My90 Customer Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;
 - 18.2. Ensuring that only My90 Customer Content that is authorized to be shared for the purposes outlined is shared with Axon. Customer will periodically monitor or audit this shared data;
 - 18.3. Using an appropriately secure data transfer mechanism to provide My90 Customer Content to Axon;
 - 18.4. Immediately notifying Axon if My90 Customer Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Customer Content in the event Customer requests to un-share previously shared My90 Customer Content;
19. **Prior to enrollment in My90.** Prior to enrolling in MY90, Customer will:
 - 19.1. determine how to use MY90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations.
 - 19.2. develop a set of default qualification criteria of what My90 Customer Content may be shared with Axon; and
 - 19.3. assign responsibilities for managing what My90 Customer Content is shared with Axon and educate users on what data may or not be shared with Axon.
20. **Customer Responsibilities.** Customer is responsible for:
 - 20.1. ensuring no My90 Customer Content or Customer end user's use of My90 Customer Content or My90 violates this Agreement or applicable laws;
 - 20.2. providing, and will continue to provide, all notice and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Customer Data in accordance with this Agreement; and
 - 20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to My90. Customer will also maintain the security of end usernames and passwords and security and access by end users to My90 Customer Content. Customer is responsible for ensuring

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 16.0

Release Date: 1/27/2023



Master Services and Purchasing Agreement for Agency

the configuration and utilization of My90 meets applicable Customer regulations and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or My90 Customer Content or if account information is lost or stolen.

21. **Suspension.** Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of My90 immediately upon notice, if Customer or end user's use of or registration for My90 may (a) pose a security risk to Axon Products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Customer Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.
22. **My90 Restrictions.** Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;
 - 22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;
 - 22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;
 - 22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;
 - 22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or
 - 22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.



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Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Customer obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:
 - 1.1. Survey Tool where Customer may create, distribute, and analyze feedback from individuals it designates. Customer may designate members of the community, staff or officers from whom they would like to obtain feedback;
 - 1.2. Creation of custom forms for surveys. Customer may select questions from a list of pre-drafted questions or create their own;
 - 1.3. Distribution of survey via multiple distribution channels such as text message;
 - 1.4. Ability to access and analyze Survey Response. Axon may also provide Customer Aggregated Survey Responses which contain analysis and insights from the Survey Response;
 - 1.5. Direct integrations into information systems including Computer Aided Dispatch ("CAD"). This will enable Customer to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback - enabling Axon to communicate directly with these individuals;
 - 1.6. Data Dashboard Beta Test ("Data Dashboard") where Survey Response and Aggregated Survey Response will be displayed for Customer use. Customers will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Customer to test before they are publicly available;
 - 1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Customer; (2) other Axon Customers; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and
 - 1.8. Provide services and materials to engage Customer stakeholders, market the partnership to the public, and facilitate training.



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Axon Evidence Service Level Agreement Appendix

This Service Level Agreement (**SLA**) identifies the Axon Evidence Service Offerings and the expected level of services between Axon² (**Axon, us or we**) and users of Service Offerings (**Customer or you**). Unless otherwise provided in this SLA, this SLA is subject to the terms of the purchase agreement, or other similar agreement, if any, between Axon and Customer. This SLA applies separately to each Customer using Service Offerings. By using Service Offerings, you agree that you understand this SLA and you accept and agree to be bound by the following terms and conditions. Axon reserves the right to update and change the terms of this SLA. When we post changes, we will revise the “last updated” date at the top of this page. If there are adverse material changes to this SLA, we will inform you by directly sending you a notification. We encourage you to periodically review the most current version of the Axon Cloud Services Maintenance Schedule by visiting: <https://www.axon.com/products/axon-evidence/maintenance-schedule>.

Definitions

- **“Axon Cloud Services”** means Axon’s web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- **“Downtime”** means periods of time, measured in minutes, in which the Service Offering is Unavailable to you. “Downtime” does not include Scheduled Downtime and does not include Unavailability of the Service Offering due to limitations described under the section Exclusions.
- **“Incident”** means a disruption of Service Offerings during which the Customer experiences Downtime.
- **“Maximum Available Minutes”** means the total amount of accumulated minutes during a Service Month for the Service Offering.
- **“Monthly Uptime Percentage”** means (Maximum Available Minutes - Downtime) / Maximum Available Minutes * 100.
- **“Scheduled Downtime”** means periods of time, measured in minutes, in which the Service Offering is unavailable to Customer, which fall within scheduled routine maintenance or planned maintenance timeframes.
- **“Service Month”** means a calendar month at Coordinated Universal Time (UTC).
- **“Service Credits”** means credits received by users of Service Offerings in the event that the service level objectives are not achieved.
- **“Service Offerings”** means all Axon Evidence services provided by Axon pursuant to this SLA.
- **“Unavailable”** and **“Unavailability”** means a situation where the Service Offering does not allow for the upload of evidence files, viewing of evidence files or interactive login by an end-user.

Service Level Objective

Axon will use commercially reasonable efforts to make the Service Offerings available 99.99% of the time. Guaranteed service level & Service Credits:

Monthly Uptime Percentage	Service Credit in Days
Less than 99.9%	3
Less than 99.0%	7

Requesting Service Credits

In order for Axon to consider a claim for Service Credits, you must submit the claim to Axon Customer Support (<https://www.axon.com/contact>) including all information necessary for us to validate the claim, including but not limited to: (i) a detailed description of the Incident; (ii) information regarding the time and duration of the Incident; (iii) the number and location(s) of affected users (if applicable); and (iv) descriptions of

² “Axon” refers to the Axon entity that you are in a contractual agreement with for the provision of Axon Cloud Services, including but not limited to Axon Public Safety UK Limited, Axon Public Safety Germany SE, etc.



Master Services and Purchasing Agreement for Agency

your attempts to resolve the Incident at the time of occurrence.

Service Maintenance

- Maintenance will take place according to the prevailing Axon Cloud Services Maintenance Schedule: <https://www.axon.com/products/axon-evidence/maintenance-schedule>.
- Maintenance periods may periodically result in the Service Offerings being Unavailable to you. Downtime falling within scheduled routine or planned maintenance is Scheduled Downtime and is not eligible for Service Credits.
- Emergency maintenance may have less than a 24-hour notification period. Emergency maintenance may be performed at any time, with or without notice as deemed necessary by Axon. Emergency maintenance falling outside scheduled routine or planned maintenance is eligible for Service Credits.
- Axon will make available updates as released by Axon to the Axon Cloud Services. The Customer is responsible for maintaining the computer equipment and internet connections necessary for use of Axon Cloud Services.
- For the support of Android & iOS Applications, including Axon View, Axon Device Manager, and Axon Capture, Axon will use reasonable efforts to continue supporting previous version of such applications for 45 days after the change. In the event the Customer does not update their Android/iOS application to the most current version within 45 days of release, Axon may disable the application or force updates to the non-supported application.

Terms

Axon must receive the claim within one month of the end of the month in which the Incident that is the subject of the claim occurred. For example, if the Incident occurred on February 12th, we must receive the claim and all required information by March 31st.

We will evaluate all information reasonably available to us and make a good faith determination of whether a Service Credit is owed. We will use commercially reasonable efforts to process claims during the subsequent month and within forty-five days of receipt. You must be in compliance with all Axon agreements in order to be eligible for a Service Credit. If we determine that a Service Credit is owed to you, we will apply the Service Credit to the end of your Service Offering subscription term. Service Credits may not be exchanged for or converted to monetary amounts.

Exclusions

This SLA does not apply to any unavailability, suspension or termination of the Service Offerings, or any other Axon Evidence performance issues: (a) caused by factors outside of our reasonable control, including any force majeure event, terrorism, sabotage, virus attack or Customer internet access and related problems beyond the demarcation point of the Service Offerings (including Domain Name Server issues outside our direct control); (b) that result from any actions or inactions of you or a third party; (c) that result from your communication delays, including wrong, bad or missing data, improperly formatted, organized or transmitted data received from you, or any other data issues related to the communication or data received from or through you; (d) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); (e) that result from any maintenance as provided for pursuant to this SLA; or (f) arising from our suspension and termination of your right to use the Service Offerings in accordance with the agreement for the provision of Axon Evidence between you and Axon.

Planned Maintenance

Axon may schedule and plan maintenance windows outside of the timeframes detailed in "Scheduled Routine Maintenance".

Scheduled Routine Maintenance: routine maintenance is scheduled on the fourth Tuesday of each month in Pacific Time (PT)*:



Master Services and Purchasing Agreement for Agency

DEPLOYMENT	DAY OF WEEK (PT)	PACIFIC TIME (PT)*	COORDINATED UNIVERSAL TIME (UTC)
Australia**	Tuesday	02:00 - 05:00	10:00 - 12:00
Brazil	Tuesday	10:00 - 11:00	17:00 - 19:00
European Union	Tuesday	13:00 - 14:00	20:00 - 22:00
United Kingdom**	Tuesday	14:00 - 15:00	21:00 - 23:00
Canada	Tuesday	16:00 - 17:00	23:00 - 01:00***
United States - Federal Region	Tuesday	17:00 - 18:00	00:00 - 02:00****
United States	Tuesday	21:00 - 22:00	04:00 - 06:00****

* Pacific Time (PT) observes daylight savings. UTC time data is reflective of maintenance windows regardless of daylight savings observation. Refer to UTC to calculate local time of maintenance.

** Maintenance performed on UK and AU a week after the fourth Tuesday of each month

*** Time period includes time on Wednesday in UTC

**** Time period is on Wednesday in UTC

Emergency Maintenance

Patches and emergency releases are used to deliver ad-hoc application fixes and are typically seamless to customers. Whenever possible, patches and emergency releases are deployed during off-peak hours and without Downtime. Emergency releases are conducted on an as-needed basis and can occur any day of the week.

Axon Device Firmware Updates

Firmware updates and enhancements to Axon devices are pushed from Axon Cloud Services. Customer interaction is not required. Updates are retrieved, installed and validated during the normal device charging and data transfer process. Firmware updates are systemically rolled out to customers in waves.



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Notification of Maintenance

Notification of upcoming routine maintenance is not provided in advance unless there has been a change to the Scheduled Routine Maintenance. Approximately one (1) week prior to the routine maintenance, release notes are provided to Axon Evidence customer administrators.

If planned maintenance is required, Axon will communicate via email to Axon Evidence Customer administrators at least one (1) week in advance.

In the event of scheduled routine or planned maintenance that requires customer action (e.g. updating network settings), Axon will communicate via email at least sixty (60) days prior to the maintenance. Please

Note: If emergency maintenance that requires customer action is necessary, Customers may be notified less than one (1) week in advance.



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Part 2 - Customer Support Response Statement

Axon has implemented Incident response policies and practices for Axon devices and Axon Cloud Services, which follow industry best practice standards. Axon reserves the right to change the terms of these response policies.

Definitions

- **"Business Day"** means Monday to Friday 08:00 – 17:30, excluding public holidays.
- **"BOD"** means the Board of Directors
- **"Incident"** means a fault related to an Axon product or Axon Cloud Services experienced by the Customer.
- **"Targeted Response Time"** means the target timeframe for Axon to respond to Customer and/or escalate the Incident within the *"Axon Customer Support Solution"*.
- **"Targeted Resolution Time"** means the target timeframe for the full resolution of the Incident. It excludes time delays caused by Customer or third parties outside of Axon's reasonable control.
- **"Workaround"** means a method for overcoming an Incident allowing the Customer to operate the core function of Axon devices and/or Axon Cloud Services.

Axon Support Channels

Axon Resource Centre: <https://my.axon.com>

Telephone:

US & Canada: 800-978-2737

UK: +44 (0)1327 709 666

Email:

UK: uksupport@axon.com

Germany: support-dach@axon.com

Rest of EMEA: customerservice@axon.com or support@axon.com



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Incident Classifications and Response Times

Incident Classification	Description	Targeted Response Time	Targeted Resolution Time	Customer Response Commitment
Severity 1	- Business critical function is down - Material impact to Customer's business - No Workaround exists	Less than 1 hour	Less than 24 hours	Customer shall remain accessible by phone for troubleshooting from the time a Severity 1 issue is logged until such time as it is resolved.
Severity 2	- Business critical function is impaired or degraded - There are time-sensitive issues that materially impact ongoing production - Workaround exists, but it is only temporary	1 Business Day	Less than 2 weeks	Customer shall remain accessible by phone or other electronic means for troubleshooting from the time a Severity 2 issue is logged until such time as it is resolved.
Severity 3	- Non-critical function down or impaired - Does not have significant current production impact - Performance is degraded	1 Business Day	Mutually agreed timeframe based on prioritization	

For Customers with 4 levels of Incident classification such as Critical, High, Medium and Low, Axon will recognize this and will consider the two highest categories as "Severity 1". For example: Critical and High would be classed as a "Severity 1" Incident and managed accordingly.

Severity Level Determination

Customer shall reasonably self-diagnose each Incident and recommend to Axon an appropriate severity level designation. Axon shall validate your severity level designation or notify you of a proposed change to a higher or lower level with justification for the proposal. In the event of a conflict regarding the appropriate severity level designation, each party shall promptly escalate such conflict to its management team for resolution through consultation between the parties' management, during which time the parties shall continue to handle the Incident support in accordance with Axon's severity level designation. In the rare case a conflict requires a management discussion, both parties shall be available within one hour of the escalation.



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Escalation

Escalation Level	Description	Escalation	Targeted Response Time	Targeted Resolution Time
Tier 1	Basic technical or commercial issues - Non-time critical	None	Less than 6 hours	Less than 1 business day
Tier 2	Advanced technical or commercial issues - Non-time critical.	BoD / Country Manager	Less than 4 hours	Less than 1 business day
Tier 3	Technical or commercial issues - Time critical	Country Manager to Axon BoD/Support Team	Less than 2 hours	Less than 1 business day

Exclusions

This Customer Support Response Statement does not apply to any unavailability, suspension, or termination of the Service Offerings caused by all the exclusion events under Part 1 of this document, nor to services or hardware not within Axon's control. Hardware warranty will be dependent on Customer's specific agreement with Axon and levels covered. Please see Part 3 for "Return of Merchandise Authorization".



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Part 3 – Return of Merchandise Authorization (RMA)

The *Axon Evidence Device Return Service* provides Customers with the ability to manage return merchandise authorization (RMA) requests within Axon Evidence.com. Authorized users will be able to create, update, save, submit, and track device returns for their agency in one place. Hardware warranty will be dependent on Customer's specific agreement with Axon and levels covered.

Targeted Replacement Time:

Axon aims to have replacement devices shipped to the Customer within 48 hours from receipt of the faulty device (excluding weekends or public holidays).

Exclusions

The Return of Merchandise Authorization does not apply to services or hardware not within Axon's control. Axon's customer support will provide detail on return times as soon as possible to the Customer's point of contact.

N.B. TASER products (conducted electrical devices) are not covered under the terms of this Return of Merchandise Authorization. Customers are requested to contact Customer support directly to report a faulty TASER device.



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

Quote Appendix 1

Q-457327-45070.818KP

Issued: 05/24/2023

Quote Expiration: 06/28/2023

Estimated Contract Start Date: 08/01/2023

Account Number: 112140

Payment Terms: N30

Delivery Method: Fedex - Ground

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

SALES REPRESENTATIVE	PRIMARY CONTACT
Kyle Panasewicz Phone: +1 4803294734 Email: kylep@axon.com Fax: (480) 905-2071	Michael McMahon Phone: 408-746-0521 Email: michael.mcmahon@ci.gilroy.ca.us Fax: (408) 846-0387

Quote Summary

Program Length	120 Months
TOTAL COST	\$2,807,812.80
ESTIMATED TOTAL W/ TAX	\$2,897,992.35

Discount Summary

Average Savings Per Year	\$153,873.80
TOTAL SAVINGS	\$1,538,738.00

Payment Summary

Date	Subtotal	Tax	Total
Jul 2023	\$252,703.22	\$8,116.13	\$260,819.35
Jul 2024	\$252,703.22	\$8,116.13	\$260,819.35
Jul 2025	\$252,703.22	\$8,116.13	\$260,819.35
Jul 2026	\$252,703.22	\$8,116.13	\$260,819.35
Jul 2027	\$252,703.22	\$8,116.13	\$260,819.35
Jul 2028	\$308,859.50	\$9,919.78	\$318,779.28
Jul 2029	\$308,859.50	\$9,919.78	\$318,779.28
Jul 2030	\$308,859.50	\$9,919.78	\$318,779.28
Jul 2031	\$308,859.50	\$9,919.78	\$318,779.28
Jul 2032	\$308,858.70	\$9,919.78	\$318,778.48
Total	\$2,807,812.80	\$90,179.55	\$2,897,992.35

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Quote Unbundled Price:	\$4,346,550.80
Quote List Price:	\$3,467,085.20
Quote Subtotal:	\$2,807,812.80

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
2022OSP7+Premium10Year	OFFICER SAFETY PLAN 7 Premium 10 Year	78	120	\$440.93	\$346.97	\$299.98	\$2,807,812.80	\$90,179.55	\$2,897,992.35
A la Carte Hardware									
AB3C	AB3 Camera Bundle	78			\$749.00	\$0.00	\$0.00	\$0.00	\$0.00
AB3MBD	AB3 Multi Bay Dock Bundle	10			\$1,638.90	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Software									
ProLicense	Pro License Bundle	22	120		\$39.00	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Services									
85147	CEW STARTER	1			\$9,950.00	\$0.00	\$0.00	\$0.00	\$0.00
85055	AXON FULL SERVICE	1			\$26,775.00	\$0.00	\$0.00	\$0.00	\$0.00
20379	VR 1-DAY SERVICE	1			\$4,950.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$2,807,812.80	\$90,179.55	\$2,897,992.35

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	86	07/01/2023
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	78	07/01/2023
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	2	07/01/2023
AB3 Camera Bundle	74028	WING CLIP MOUNT, AXON RAPIDLOCK	86	07/01/2023
AB3 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	10	07/01/2023
AB3 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	10	07/01/2023
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - 8 BAY DOCK	10	07/01/2023
OFFICER SAFETY PLAN 7 Premium 10 Year	100126	AXON VR TACTICAL BAG	2	07/01/2023
OFFICER SAFETY PLAN 7 Premium 10 Year	100186	HTC FOCUS 3 WRIST TRACKER	4	07/01/2023
OFFICER SAFETY PLAN 7 Premium 10 Year	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	78	07/01/2023
OFFICER SAFETY PLAN 7 Premium 10 Year	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	2	07/01/2023
OFFICER SAFETY PLAN 7 Premium 10 Year	20018	TASER BATTERY PACK, TACTICAL	93	07/01/2023
OFFICER SAFETY PLAN 7 Premium 10 Year	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	07/01/2023
OFFICER SAFETY PLAN 7 Premium 10 Year	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	68	07/01/2023
OFFICER SAFETY PLAN 7 Premium 10 Year	20161	TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER	10	07/01/2023
OFFICER SAFETY PLAN 7 Premium 10 Year	20296	VR TABLET	2	07/01/2023
OFFICER SAFETY PLAN 7 Premium 10 Year	20297	VR TABLET CASE	2	07/01/2023
OFFICER SAFETY PLAN 7 Premium 10 Year	20298	VR-ENABLED SIRT 115C CONTROLLER	2	07/01/2023
OFFICER SAFETY PLAN 7 Premium 10 Year	20378	HTC FOCUS 3 VR HEADSET	4	07/01/2023
OFFICER SAFETY PLAN 7 Premium 10 Year	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	234	07/01/2023
OFFICER SAFETY PLAN 7 Premium 10 Year	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	156	07/01/2023
OFFICER SAFETY PLAN 7 Premium 10 Year	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	234	07/01/2023
OFFICER SAFETY PLAN 7 Premium 10 Year	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	156	07/01/2023
OFFICER SAFETY PLAN 7 Premium 10 Year	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	156	07/01/2023
OFFICER SAFETY PLAN 7 Premium 10 Year	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	156	07/01/2023
OFFICER SAFETY PLAN 7 Premium 10 Year	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	07/01/2023
OFFICER SAFETY PLAN 7 Premium 10 Year	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	07/01/2023
OFFICER SAFETY PLAN 7 Premium 10 Year	22196	TASER 7 VR CARTRIDGE, STANDOFF (3.5-DEGREE)	4	07/01/2023
OFFICER SAFETY PLAN 7 Premium 10 Year	22197	TASER 7 VR CARTRIDGE, CLOSE-QUARTERS (12-DEGREE)	4	07/01/2023
OFFICER SAFETY PLAN 7 Premium 10 Year	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	07/01/2023
OFFICER SAFETY PLAN 7 Premium 10 Year	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	07/01/2023
OFFICER SAFETY PLAN 7 Premium 10 Year	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	156	07/01/2023
OFFICER SAFETY PLAN 7 Premium 10 Year	74200	TASER 6-BAY DOCK AND CORE	1	07/01/2023
OFFICER SAFETY PLAN 7 Premium 10 Year	75015	SIGNAL SIDEARM KIT	78	07/01/2023
OFFICER SAFETY PLAN 7 Premium 10 Year	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	2	07/01/2023
OFFICER SAFETY PLAN 7 Premium 10 Year	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	2	07/01/2023
OFFICER SAFETY PLAN 7 Premium 10 Year	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	156	07/01/2024
OFFICER SAFETY PLAN 7 Premium 10 Year	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	156	07/01/2024
OFFICER SAFETY PLAN 7 Premium 10 Year	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	156	07/01/2025
OFFICER SAFETY PLAN 7 Premium 10 Year	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	156	07/01/2025

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
OFFICER SAFETY PLAN 7 Premium 10 Year	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	156	07/01/2025
OFFICER SAFETY PLAN 7 Premium 10 Year	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	156	07/01/2025
OFFICER SAFETY PLAN 7 Premium 10 Year	100210	VIRTUAL REALITY TABLET REFRESH ONE	2	01/01/2026
OFFICER SAFETY PLAN 7 Premium 10 Year	20373	VIRTUAL REALITY HEADSET REFRESH ONE	4	01/01/2026
OFFICER SAFETY PLAN 7 Premium 10 Year	73309	AXON CAMERA REFRESH ONE	80	01/01/2026
OFFICER SAFETY PLAN 7 Premium 10 Year	73689	MULTI-BAY BWC DOCK 1ST REFRESH	10	01/01/2026
OFFICER SAFETY PLAN 7 Premium 10 Year	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	156	07/01/2026
OFFICER SAFETY PLAN 7 Premium 10 Year	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	156	07/01/2026
OFFICER SAFETY PLAN 7 Premium 10 Year	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	156	07/01/2027
OFFICER SAFETY PLAN 7 Premium 10 Year	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	156	07/01/2027
OFFICER SAFETY PLAN 7 Premium 10 Year	100211	VIRTUAL REALITY TABLET REFRESH TWO	2	07/01/2028
OFFICER SAFETY PLAN 7 Premium 10 Year	20242	TASER CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	78	07/01/2028
OFFICER SAFETY PLAN 7 Premium 10 Year	20374	VIRTUAL REALITY HEADSET REFRESH TWO	4	07/01/2028
OFFICER SAFETY PLAN 7 Premium 10 Year	73310	AXON CAMERA REFRESH TWO	80	07/01/2028
OFFICER SAFETY PLAN 7 Premium 10 Year	73688	MULTI-BAY BWC DOCK 2ND REFRESH	10	07/01/2028
OFFICER SAFETY PLAN 7 Premium 10 Year	100212	VIRTUAL REALITY TABLET REFRESH THREE	2	01/01/2031
OFFICER SAFETY PLAN 7 Premium 10 Year	20375	VIRTUAL REALITY HEADSET REFRESH THREE	4	01/01/2031
OFFICER SAFETY PLAN 7 Premium 10 Year	73345	AXON CAMERA REFRESH THREE	80	01/01/2031
OFFICER SAFETY PLAN 7 Premium 10 Year	73347	MULTI-BAY BWC DOCK 3RD REFRESH	10	01/01/2031
OFFICER SAFETY PLAN 7 Premium 10 Year	73346	AXON CAMERA REFRESH FOUR	80	07/01/2033
OFFICER SAFETY PLAN 7 Premium 10 Year	73348	MULTI-BAY BWC DOCK 4TH REFRESH	10	07/01/2033

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
OFFICER SAFETY PLAN 7 Premium 10 Year	100165	UNLIMITED 3RD-PARTY STORAGE	78	08/01/2023	07/31/2033
OFFICER SAFETY PLAN 7 Premium 10 Year	100590	MY90 LICENSE	78	08/01/2023	07/31/2033
OFFICER SAFETY PLAN 7 Premium 10 Year	20248	TASER 7 EVIDENCE.COM LICENSE	78	08/01/2023	07/31/2033
OFFICER SAFETY PLAN 7 Premium 10 Year	20248	TASER 7 EVIDENCE.COM LICENSE	1	08/01/2023	07/31/2033
OFFICER SAFETY PLAN 7 Premium 10 Year	20370	FULL VR TASER 7 ADD-ON USER ACCESS	78	08/01/2023	07/31/2033
OFFICER SAFETY PLAN 7 Premium 10 Year	73478	REDACTION ASSISTANT USER LICENSE	78	08/01/2023	07/31/2033
OFFICER SAFETY PLAN 7 Premium 10 Year	73618	AXON COMMUNITY REQUEST+ LICENSE	78	08/01/2023	07/31/2033
OFFICER SAFETY PLAN 7 Premium 10 Year	73638	STANDARDS ACCESS LICENSE	78	08/01/2023	07/31/2033
OFFICER SAFETY PLAN 7 Premium 10 Year	73680	RESPOND DEVICE PLUS LICENSE	78	08/01/2023	07/31/2033
OFFICER SAFETY PLAN 7 Premium 10 Year	73681	AXON RECORDS FULL	78	08/01/2023	07/31/2033
OFFICER SAFETY PLAN 7 Premium 10 Year	73682	AUTO TAGGING LICENSE	78	08/01/2023	07/31/2033
OFFICER SAFETY PLAN 7 Premium 10 Year	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	78	08/01/2023	07/31/2033
OFFICER SAFETY PLAN 7 Premium 10 Year	73739	PERFORMANCE LICENSE	78	08/01/2023	07/31/2033
OFFICER SAFETY PLAN 7 Premium 10 Year	73746	PROFESSIONAL EVIDENCE.COM LICENSE	78	08/01/2023	07/31/2033
OFFICER SAFETY PLAN 7 Premium 10 Year	85760	Auto-Transcribe Unlimited Service	78	08/01/2023	07/31/2033
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	66	08/01/2023	07/31/2033
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	22	08/01/2023	07/31/2033

Services

Bundle	Item	Description	QTY
OFFICER SAFETY PLAN 7 Premium 10 Year	100105	MY90 SETUP	1

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QTY
1

Services

Bundle	Item	Description	QTY
OFFICER SAFETY PLAN 7 Premium 10 Year	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	78
OFFICER SAFETY PLAN 7 Premium 10 Year	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
OFFICER SAFETY PLAN 7 Premium 10 Year	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
OFFICER SAFETY PLAN 7 Premium 10 Year	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
OFFICER SAFETY PLAN 7 Premium 10 Year	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
OFFICER SAFETY PLAN 7 Premium 10 Year	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
OFFICER SAFETY PLAN 7 Premium 10 Year	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
OFFICER SAFETY PLAN 7 Premium 10 Year	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
OFFICER SAFETY PLAN 7 Premium 10 Year	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
OFFICER SAFETY PLAN 7 Premium 10 Year	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
OFFICER SAFETY PLAN 7 Premium 10 Year	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
OFFICER SAFETY PLAN 7 Premium 10 Year	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM	78
OFFICER SAFETY PLAN 7 Premium 10 Year	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1
OFFICER SAFETY PLAN 7 Premium 10 Year	80190	Evidence.com Channel Services	1
A la Carte	20379	VR 1-DAY SERVICE	1
A la Carte	85055	AXON FULL SERVICE	1
A la Carte	85147	CEW STARTER	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
OFFICER SAFETY PLAN 7 Premium 10 Year	80464	EXT WARRANTY, CAMERA (TAP)	78	08/01/2023	07/31/2033
OFFICER SAFETY PLAN 7 Premium 10 Year	80464	EXT WARRANTY, CAMERA (TAP)	2	08/01/2023	07/31/2033
OFFICER SAFETY PLAN 7 Premium 10 Year	100197	HTC FOCUS 3 VR HEADSET - WARRANTY	4	07/01/2024	07/31/2033
OFFICER SAFETY PLAN 7 Premium 10 Year	100213	VIRTUAL REALITY TABLET - HARDWARE WARRANTY	2	07/01/2024	07/31/2033
OFFICER SAFETY PLAN 7 Premium 10 Year	80374	EXT WARRANTY, TASER 7 BATTERY PACK	93	07/01/2024	07/31/2033
OFFICER SAFETY PLAN 7 Premium 10 Year	80395	EXT WARRANTY, TASER 7 HANDLE	78	07/01/2024	07/31/2033
OFFICER SAFETY PLAN 7 Premium 10 Year	80395	EXT WARRANTY, TASER 7 HANDLE	2	07/01/2024	07/31/2033
OFFICER SAFETY PLAN 7 Premium 10 Year	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	07/01/2024	07/31/2033
OFFICER SAFETY PLAN 7 Premium 10 Year	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	10	07/01/2024	07/31/2033

Payment Details

Jul 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	2022OSP7+Premium10Year	OFFICER SAFETY PLAN 7 Premium 10 Year	78	\$252,703.22	\$8,116.13	\$260,819.35
Year 1	20379	VR 1-DAY SERVICE	1	\$0.00	\$0.00	\$0.00
Year 1	85055	AXON FULL SERVICE	1	\$0.00	\$0.00	\$0.00
Year 1	85147	CEW STARTER	1	\$0.00	\$0.00	\$0.00
Year 1	AB3C	AB3 Camera Bundle	78	\$0.00	\$0.00	\$0.00
Year 1	AB3MBD	AB3 Multi Bay Dock Bundle	10	\$0.00	\$0.00	\$0.00
Year 1	ProLicense	Pro License Bundle	22	\$0.00	\$0.00	\$0.00
Total				\$252,703.22	\$8,116.13	\$260,819.35

Aug 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	2022OSP7+Premium10Year	OFFICER SAFETY PLAN 7 Premium 10 Year	78	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Jul 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	2022OSP7+Premium10Year	OFFICER SAFETY PLAN 7 Premium 10 Year	78	\$252,703.22	\$8,116.13	\$260,819.35
Year 2	20379	VR 1-DAY SERVICE	1	\$0.00	\$0.00	\$0.00
Year 2	85055	AXON FULL SERVICE	1	\$0.00	\$0.00	\$0.00
Year 2	85147	CEW STARTER	1	\$0.00	\$0.00	\$0.00
Year 2	AB3C	AB3 Camera Bundle	78	\$0.00	\$0.00	\$0.00
Year 2	AB3MBD	AB3 Multi Bay Dock Bundle	10	\$0.00	\$0.00	\$0.00
Year 2	ProLicense	Pro License Bundle	22	\$0.00	\$0.00	\$0.00
Total				\$252,703.22	\$8,116.13	\$260,819.35

Jul 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	2022OSP7+Premium10Year	OFFICER SAFETY PLAN 7 Premium 10 Year	78	\$252,703.22	\$8,116.13	\$260,819.35
Year 3	20379	VR 1-DAY SERVICE	1	\$0.00	\$0.00	\$0.00
Year 3	85055	AXON FULL SERVICE	1	\$0.00	\$0.00	\$0.00
Year 3	85147	CEW STARTER	1	\$0.00	\$0.00	\$0.00
Year 3	AB3C	AB3 Camera Bundle	78	\$0.00	\$0.00	\$0.00
Year 3	AB3MBD	AB3 Multi Bay Dock Bundle	10	\$0.00	\$0.00	\$0.00
Year 3	ProLicense	Pro License Bundle	22	\$0.00	\$0.00	\$0.00
Total				\$252,703.22	\$8,116.13	\$260,819.35

Jul 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	2022OSP7+Premium10Year	OFFICER SAFETY PLAN 7 Premium 10 Year	78	\$252,703.22	\$8,116.13	\$260,819.35
Year 4	20379	VR 1-DAY SERVICE	1	\$0.00	\$0.00	\$0.00
Year 4	85055	AXON FULL SERVICE	1	\$0.00	\$0.00	\$0.00
Year 4	85147	CEW STARTER	1	\$0.00	\$0.00	\$0.00
Year 4	AB3C	AB3 Camera Bundle	78	\$0.00	\$0.00	\$0.00
Year 4	AB3MBD	AB3 Multi Bay Dock Bundle	10	\$0.00	\$0.00	\$0.00
Year 4	ProLicense	Pro License Bundle	22	\$0.00	\$0.00	\$0.00
Total				\$252,703.22	\$8,116.13	\$260,819.35

Jul 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	2022OSP7+Premium10Year	OFFICER SAFETY PLAN 7 Premium 10 Year	78	\$252,703.22	\$8,116.13	\$260,819.35
Year 5	20379	VR 1-DAY SERVICE	1	\$0.00	\$0.00	\$0.00
Year 5	85055	AXON FULL SERVICE	1	\$0.00	\$0.00	\$0.00
Year 5	85147	CEW STARTER	1	\$0.00	\$0.00	\$0.00
Year 5	AB3C	AB3 Camera Bundle	78	\$0.00	\$0.00	\$0.00
Year 5	AB3MBD	AB3 Multi Bay Dock Bundle	10	\$0.00	\$0.00	\$0.00
Year 5	ProLicense	Pro License Bundle	22	\$0.00	\$0.00	\$0.00
Total				\$252,703.22	\$8,116.13	\$260,819.35

Jul 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 6	2022OSP7+Premium10Year	OFFICER SAFETY PLAN 7 Premium 10 Year	78	\$308,859.50	\$9,919.78	\$318,779.28
Year 6	20379	VR 1-DAY SERVICE	1	\$0.00	\$0.00	\$0.00
Year 6	85055	AXON FULL SERVICE	1	\$0.00	\$0.00	\$0.00
Year 6	85147	CEW STARTER	1	\$0.00	\$0.00	\$0.00
Year 6	AB3C	AB3 Camera Bundle	78	\$0.00	\$0.00	\$0.00
Year 6	AB3MBD	AB3 Multi Bay Dock Bundle	10	\$0.00	\$0.00	\$0.00
Year 6	ProLicense	Pro License Bundle	22	\$0.00	\$0.00	\$0.00
Total				\$308,859.50	\$9,919.78	\$318,779.28

Jul 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 7	2022OSP7+Premium10Year	OFFICER SAFETY PLAN 7 Premium 10 Year	78	\$308,859.50	\$9,919.78	\$318,779.28
Year 7	20379	VR 1-DAY SERVICE	1	\$0.00	\$0.00	\$0.00
Year 7	85055	AXON FULL SERVICE	1	\$0.00	\$0.00	\$0.00
Year 7	85147	CEW STARTER	1	\$0.00	\$0.00	\$0.00
Year 7	AB3C	AB3 Camera Bundle	78	\$0.00	\$0.00	\$0.00
Year 7	AB3MBD	AB3 Multi Bay Dock Bundle	10	\$0.00	\$0.00	\$0.00
Year 7	ProLicense	Pro License Bundle	22	\$0.00	\$0.00	\$0.00
Total				\$308,859.50	\$9,919.78	\$318,779.28

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Jul 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 8	2022OSP7+Premium10Year	OFFICER SAFETY PLAN 7 Premium 10 Year	78	\$308,859.50	\$9,919.78	\$318,779.28
Year 8	20379	VR 1-DAY SERVICE	1	\$0.00	\$0.00	\$0.00
Year 8	85055	AXON FULL SERVICE	1	\$0.00	\$0.00	\$0.00
Year 8	85147	CEW STARTER	1	\$0.00	\$0.00	\$0.00
Year 8	AB3C	AB3 Camera Bundle	78	\$0.00	\$0.00	\$0.00
Year 8	AB3MBD	AB3 Multi Bay Dock Bundle	10	\$0.00	\$0.00	\$0.00
Year 8	ProLicense	Pro License Bundle	22	\$0.00	\$0.00	\$0.00
Total				\$308,859.50	\$9,919.78	\$318,779.28

Jul 2031						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 9	2022OSP7+Premium10Year	OFFICER SAFETY PLAN 7 Premium 10 Year	78	\$308,859.50	\$9,919.78	\$318,779.28
Year 9	20379	VR 1-DAY SERVICE	1	\$0.00	\$0.00	\$0.00
Year 9	85055	AXON FULL SERVICE	1	\$0.00	\$0.00	\$0.00
Year 9	85147	CEW STARTER	1	\$0.00	\$0.00	\$0.00
Year 9	AB3C	AB3 Camera Bundle	78	\$0.00	\$0.00	\$0.00
Year 9	AB3MBD	AB3 Multi Bay Dock Bundle	10	\$0.00	\$0.00	\$0.00
Year 9	ProLicense	Pro License Bundle	22	\$0.00	\$0.00	\$0.00
Total				\$308,859.50	\$9,919.78	\$318,779.28

Jul 2032						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 10	2022OSP7+Premium10Year	OFFICER SAFETY PLAN 7 Premium 10 Year	78	\$308,858.70	\$9,919.78	\$318,778.48
Year 10	20379	VR 1-DAY SERVICE	1	\$0.00	\$0.00	\$0.00
Year 10	85055	AXON FULL SERVICE	1	\$0.00	\$0.00	\$0.00
Year 10	85147	CEW STARTER	1	\$0.00	\$0.00	\$0.00
Year 10	AB3C	AB3 Camera Bundle	78	\$0.00	\$0.00	\$0.00
Year 10	AB3MBD	AB3 Multi Bay Dock Bundle	10	\$0.00	\$0.00	\$0.00
Year 10	ProLicense	Pro License Bundle	22	\$0.00	\$0.00	\$0.00
Total				\$308,858.70	\$9,919.78	\$318,778.48

Quote Appendix 2



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

Q-457320-45070.822KP

Issued: 05/24/2023

Quote Expiration: 06/30/2023

Estimated Contract Start Date: 02/01/2024

Account Number: 112140

Payment Terms: N30

Delivery Method:

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

SALES REPRESENTATIVE	PRIMARY CONTACT
Kyle Panasewicz Phone: +1 4803294734 Email: kylep@axon.com Fax: (480) 905-2071	Michael McMahon Phone: 408-746-0521 Email: michael.mcmahon@ci.gilroy.ca.us Fax: (408) 846-0387

Quote Summary

Program Length	120 Months
TOTAL COST	\$830,908.80
ESTIMATED TOTAL W/ TAX	\$844,331.05

Discount Summary

Average Savings Per Year	\$38,452.32
TOTAL SAVINGS	\$384,523.20

Payment Summary

Date	Subtotal	Tax	Total
Jan 2024	\$74,781.79	\$1,208.00	\$75,989.79
Jan 2025	\$74,781.79	\$1,208.00	\$75,989.79
Jan 2026	\$74,781.79	\$1,208.00	\$75,989.79
Jan 2027	\$74,781.79	\$1,208.00	\$75,989.79
Jan 2028	\$74,781.79	\$1,208.00	\$75,989.79
Jan 2029	\$91,399.96	\$1,476.45	\$92,876.41
Jan 2030	\$91,399.96	\$1,476.45	\$92,876.41
Jan 2031	\$91,399.96	\$1,476.45	\$92,876.41
Jan 2032	\$91,399.96	\$1,476.45	\$92,876.41
Jan 2033	\$91,400.01	\$1,476.45	\$92,876.46
Total	\$830,908.80	\$13,422.25	\$844,331.05

Quote Unbundled Price:	\$1,215,432.00
Quote List Price:	\$1,032,134.40
Quote Subtotal:	\$830,908.80

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3A10Yr	Fleet 3 Advanced 10 Year	36	120	\$281.35	\$238.92	\$192.34	\$830,908.80	\$13,422.25	\$844,331.05
Total							\$830,908.80	\$13,422.25	\$844,331.05

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Fleet 3 Advanced 10 Year	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	36	01/01/2024
Fleet 3 Advanced 10 Year	70112	AXON SIGNAL UNIT	36	01/01/2024
Fleet 3 Advanced 10 Year	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	36	01/01/2024
Fleet 3 Advanced 10 Year	72034	FLEET SIM INSERTION, VZW	36	01/01/2024
Fleet 3 Advanced 10 Year	72036	FLEET 3 STANDARD 2 CAMERA KIT	36	01/01/2024
Fleet 3 Advanced 10 Year	72036	FLEET 3 STANDARD 2 CAMERA KIT	1	01/01/2024
Fleet 3 Advanced 10 Year	72040	FLEET REFRESH, 2 CAMERA KIT	36	01/01/2029
Fleet 3 Advanced 10 Year	72040	FLEET REFRESH, 2 CAMERA KIT	1	01/01/2029
Fleet 3 Advanced 10 Year	100092	FLEET REFRESH TWO, 2 CAMERA KIT	36	01/01/2034
Fleet 3 Advanced 10 Year	100092	FLEET REFRESH TWO, 2 CAMERA KIT	1	01/01/2034

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced 10 Year	80400	FLEET, VEHICLE LICENSE	36	02/01/2024	01/31/2034
Fleet 3 Advanced 10 Year	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	36	02/01/2024	01/31/2034
Fleet 3 Advanced 10 Year	80402	RESPOND DEVICE LICENSE - FLEET 3	36	02/01/2024	01/31/2034
Fleet 3 Advanced 10 Year	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	72	02/01/2024	01/31/2034

Services

Bundle	Item	Description	QTY
Fleet 3 Advanced 10 Year	73391	FLEET 3 DEPLOYMENT (PER VEHICLE)	36
Fleet 3 Advanced 10 Year	73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)	36

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced 10 Year	80379	EXT WARRANTY, AXON SIGNAL UNIT	36	02/01/2024	01/31/2034
Fleet 3 Advanced 10 Year	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	36	01/01/2025	01/31/2034
Fleet 3 Advanced 10 Year	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	1	01/01/2025	01/31/2034

Payment Details

Jan 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	Fleet3A10Yr	Fleet 3 Advanced 10 Year	36	\$74,781.79	\$1,208.00	\$75,989.79
Total				\$74,781.79	\$1,208.00	\$75,989.79

Jan 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	Fleet3A10Yr	Fleet 3 Advanced 10 Year	36	\$74,781.79	\$1,208.00	\$75,989.79
Total				\$74,781.79	\$1,208.00	\$75,989.79

Jan 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	Fleet3A10Yr	Fleet 3 Advanced 10 Year	36	\$74,781.79	\$1,208.00	\$75,989.79
Total				\$74,781.79	\$1,208.00	\$75,989.79

Jan 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	Fleet3A10Yr	Fleet 3 Advanced 10 Year	36	\$74,781.79	\$1,208.00	\$75,989.79
Total				\$74,781.79	\$1,208.00	\$75,989.79

Jan 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	Fleet3A10Yr	Fleet 3 Advanced 10 Year	36	\$74,781.79	\$1,208.00	\$75,989.79
Total				\$74,781.79	\$1,208.00	\$75,989.79

Jan 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 6	Fleet3A10Yr	Fleet 3 Advanced 10 Year	36	\$91,399.96	\$1,476.45	\$92,876.41
Total				\$91,399.96	\$1,476.45	\$92,876.41

Jan 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 7	Fleet3A10Yr	Fleet 3 Advanced 10 Year	36	\$91,399.96	\$1,476.45	\$92,876.41
Total				\$91,399.96	\$1,476.45	\$92,876.41

Jan 2031

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 8	Fleet3A10Yr	Fleet 3 Advanced 10 Year	36	\$91,399.96	\$1,476.45	\$92,876.41
Total				\$91,399.96	\$1,476.45	\$92,876.41

Jan 2032						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 9	Fleet3A10Yr	Fleet 3 Advanced 10 Year	36	\$91,399.96	\$1,476.45	\$92,876.41
Total				\$91,399.96	\$1,476.45	\$92,876.41

Jan 2033						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 10	Fleet3A10Yr	Fleet 3 Advanced 10 Year	36	\$91,400.01	\$1,476.45	\$92,876.46
Total				\$91,400.01	\$1,476.45	\$92,876.46

FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and Gilroy Police Department - CA the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

Purpose and Intent

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

Acceptance

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

Force Majeure

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

Schedule Change

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation-to be performed pursuant of this Statement of Work.

Axon Fleet Deliverables

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

Security Clearance and Access

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

Training

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

Local Computer

AGENCY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

Network

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

Cradlepoint Router

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's [NetCloud Manager](#) to the extent necessary to perform Work pursuant of this Statement of Work.

Evidence.com

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

Wireless Upload System

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

VEHICLE INSTALLATION

Preparedness

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

Existing Mobile Video Camera System Removal

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are not considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

In-Car Hardware/Software Delivery and Installation

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may result in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warranted by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.



City of Gilroy

STAFF REPORT

Agenda Item Title:	South County Youth Task Force Report
Meeting Date:	June 19, 2023
From:	Jimmy Forbis, City Administrator
Department:	Police
Submitted By:	Pedro Espinoza, Police Chief
Prepared By:	Patricia Vigil, Management Analyst

STRATEGIC PLAN GOALS

Ensure Neighborhood Equity from City Services

RECOMMENDATION

Receive report.

BACKGROUND

In January 2012, the City of Gilroy, the City of Morgan Hill, Gilroy Unified School District, Morgan Hill Unified School District, and the Santa Clara County Board of Supervisors met and created the South County Youth Task Force (SCYTF) to address the effects of violence and gangs on our youth and in our community. This collaboration is a cross-sector, multi-agency partnership that is implementing a multi-faceted, community-oriented approach to create culturally responsive prevention and intervention practices.

The City of Gilroy and the SCYTF are committed to creating safe and healthy opportunities for youth, free of gangs and crime so that they may become successful and productive.

The SCYTF is a volunteer-based, non-political body in South Santa Clara County that encourages information and resource sharing, advances evidence-based prevention and intervention strategies, and unites South County involved entities towards empowering the community's youth.

The SCYTF is a collaboration of local governments, school districts, community and faith-based organizations, and law enforcement agencies in South County that are committed to serving, supporting, and uplifting our youth so they have the opportunity to thrive.

SCYTF members strive to fulfill the collaboration's mission and vision:

Mission: To promote a safe and nurturing community that creates and ensures sustainable access to opportunities, resources, and services for South County youth and their families, while empowering their voice and supporting their growth and success.

Vision: A community that is safe and free of youth violence where young people are strong, thriving, and connected to their families, schools, and neighborhoods.

Through its mission and vision, the SCYTF seeks to increase the community's access to services, support, and activities that promote the educational, social, and physical well-being of all South County youth and their families. The SCYTF was originally created by former Gilroy Police Department Chief Denise Turner-Sellers to provide a forum for information sharing and collaboration on a California Gang Reduction Intervention and Prevention (CalGRIP) grant. The SCYTF continues to be a forum of information sharing and collaboration and acts as an advisory body for grants submitted by the City of Gilroy on behalf of the SCYTF. Recent revenue includes funding from the State of California, County of Santa Clara, Gilroy and Morgan Hill School Districts, and foundations. The funding awarded is subcontracted out to local Community-Based Agencies to provide direct services to the community except for a small portion of funding for City part time staff and program supplies. The SCYTF is organized into the Policy Team, the Technical Team, and Committees.

The Policy Team provides leadership and policy direction, evaluates emerging trends, and evaluates and monitors the Technical Team. The Technical Team carries out the direction set by the Policy Team, uplifts and responds to issues and trends from youth, families and the community, and implements the Strategic Plan. SCYTF Committees focus on specific goals and issues and are composed of Policy Team and Technical Team Members.

ANALYSIS

The South County Youth Task Force (SCYTF) encourages information and resource sharing, advances evidence-based prevention and intervention strategies, and unites South County involved entities towards empowering the community's youth. The SCYTF ensures financial stability through seeking competitive grant funding opportunities and ensures neighborhoods benefit equally in youth services. The SCYTF aligns with the City of Gilroy 2020-2021 Strategic Plan.

Since its inception, the SCYTF has obtained over \$5 million in funding through competitive State grants from: the Board of Community Corrections, including the California Gang Reduction, Intervention and Prevention (CalGRIP), California Violence Intervention and Prevention (CalVIP), and more recently from the Title II: Diversion to support delinquency prevention and juvenile justice system improvement; the County of Santa Clara; and from local contributors and funds.

Over 10,000 unduplicated youth have been served through services such as, but not limited to, restorative justice programs, diversion, case management, training, linkage, prosocial activities, mentoring, counseling, one-on-ones, crisis response, community outreach, evidence-based youth groups (12-week sessions), field trips, community cohesion events, conflict resolution, motivational groups, career advising, sports camps, cultural workshops, family/parent support, neighborhood activation and more direct services that also includes work with parents and educators.

Annual Sponsored Events:

Party in the Park, National Night Out, Ice Cream with a Cop, Community Police Academy, Youth Police Academy, and other resource fairs annually serve over 5,000 duplicate residents.

Other Sponsored Activity:

San Ysidro Park Neighborhood Activation through the partnership with Gilroy Recreation and Santa Clara County Juvenile Probation Department Neighborhood Safety Services Unit (NSU).

Over 30 different partners make up the SCYTF including: departments from the County of Santa Clara, local law enforcement partners, city governments, local school districts, and community-based agencies.

Funding from grants and local partners has enabled the South County Youth Task Force to assist a vital South County population. Without these funding streams, another funding source would have to be identified, and many programs offered to our youth would not be possible. The City of Gilroy's contribution to the SCYTF is the full-time SCYTF Coordinator position currently funded through the existing budget.



City of Gilroy

STAFF REPORT

Agenda Item Title: Ratification of the First and Second Amendment, and Approval of a Third Amendment, to the Agreement with Community Solutions in an Amount Not to Exceed \$401,800 for Support with South County Youth Task Force Strategies

Meeting Date: June 19, 2023
 From: Jimmy Forbis, City Administrator
 Department: Police
 Submitted By: Pedro Espinoza, Police Chief
 Prepared By: Patricia Vigil, Management Analyst

STRATEGIC PLAN GOALS

Ensure Neighborhood Equity from City Services

RECOMMENDATION

- a. Ratify the First and Second Amendments to the Agreement with Community Solutions.
- b. Approve a Third Amendment to the agreement with Community Solutions for a total not-to-exceed amount of \$401,800 to continue to provide programs and services for disadvantaged at-risk youth in South County utilizing South County Youth Task Force's grant funds and contributions
- c. Authorize the City Administrator to execute the Amendment.

EXECUTIVE SUMMARY

The City of Gilroy currently receives funding from South County Youth Task Force (SCYTF) contributing members and the State of California Board of State and Community Corrections to support the strategies, programs, and services of the SCYTF. Most services that support SCYTF programs are provided through service agreements with local community-based service organizations. A primary program for the SCYTF has been the offering of evidence-based programs that demonstrate efficacy at improving and yielding results when implemented. The programs include

cultural and character development, restorative justice, and crisis response within both the cities of Gilroy and Morgan Hill. The primary service provider that has the organizational capacity, staffing, and skillset to provide these services for evidence-based programs has been Community Solutions. Community Solutions has been a member and service provider of the SCYTF and its ongoing efforts since the task force's inception in FY13.

BACKGROUND

At the end of FY20, FY21, FY22, and FY23, funding from the County of Santa Clara District Attorney's Office, Gilroy Unified School District, Morgan Hill Unified School District, Santa Clara County Library District, and additional qualifying State funding was approved for FY21 (\$424,916), FY22 (\$379,308), FY23 (\$375,678) and FY24 (\$451,406) to provide continued support for evidence-based group programs for at-risk youth in South County. At the time, Community Solutions continued under the original service agreement to provide programming and services. As such, two addendums were executed to continue youth services through FY22 and FY23.

ANALYSIS

During FY20, funding from the County of Santa Clara was approved for FY21 to provide continued support for the group's program, including case management, cultural and character development, outreach and engagement, youth intervention, restorative justice, and crisis response. As such, an Informal Request for Quotes (RFQ) was conducted in September 2020 to seek a community-based agency to provide these youth services. The RFQ was sent to over twenty (20) Community-Based Agencies in Santa Clara County. As a result of this search, a new agreement for youth services for FY21 year was negotiated with Community Solutions for \$89,984. Community Solutions exceeded all contract obligations for FY21 and has been compensated for all services by SCYTF grant funds and contributions.

For each of FY22 and FY23, funding from the County of Santa Clara was approved to continue youth services for each respective fiscal year. To memorialize the continuation of these services, staff executed the First and Second Amendments with Community Solutions to continue these County funded youth programs for at-risk youth in South County. These amendments were listed with amounts of \$81,804 and \$85,230, respectively. Again, Community Solutions exceeded all contract obligations for each of the funded years and has been compensated for all services rendered by SCYTF grant funds and contributions.

On May 23, 2023, funding from the County of Santa Clara was approved to continue youth services for FY24, and, as a result, services for at-risk youth will be able to continue for an additional year. The Third Amendment will extend the Agreement to continue these services for an additional year, as well as to authorize the total expenditures under the Agreement.

When staff was working on the Third Amendment, it was realized that the First and Second Amendments were written with dollar figures for the individual year, instead of combined totals, which would have triggered Council approval of the amendments. Staff is asking as an action under this staff report for Council to ratify the First and Second Amendments before approving the Third Amendment as a clean-up action. The not-to-exceed amount of \$401,800 in the Third Amendment encapsulates enough funding under the agreement to include prior fiscal years as well as the upcoming FY24.

The Third Amendment continues to support the programs, including case management, cultural and character development, outreach and engagement, youth intervention, restorative justice, and crisis response for FY24.

ALTERNATIVES

Reject approval of the proposed third amendment. Staff does not recommend this option as funding would be returned to the County of Santa Clara, and Community Solutions would not be able to continue the services and programs of the SCYTF as provided under the Agreement.

FISCAL IMPACT/FUNDING SOURCE

Funds for the total sum amounts were budgeted in FY21, FY22, and FY23 Operating Budget per the executed agreements with the County of Santa Clara. These expenditures will be paid from existing appropriations in the South County Youth Task Force Fund.

Attachments:

1. SCYTF FY21 Agreement Community Solutions
2. First Amendment Community Solutions FY22
3. Second Amendment Community Solutions FY23
4. Third Amendment Community Solutions FY24
5. Exhibit B Third Amendment
6. Exhibit C Third Amendment
7. Exhibit D Third Amendment

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

This AGREEMENT made this 01 day of October, 2020, between:

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

and CONSULTANT: Community Solutions, having a principal place of business at 9015 Murray Ave., #100, Gilroy, California.

ARTICLE 1. TERM OF AGREEMENT

This Agreement will become effective on 10/01/2020 and will continue in effect through 08/31/2021 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 cause the parties to terminate this Agreement regardless of any other provision stated herein.

DS
EB
Initial

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

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

ARTICLE 3. SERVICES TO BE PERFORMED BY CONSULTANT

A. Specific Services

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

B. Method of Performing Services

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

C. Employment of Assistants

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

D. Place of Work

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

ARTICLE 4. COMPENSATION**A. Consideration**

In consideration for the services to be performed by CONSULTANT, CITY agrees to pay CONSULTANT the amounts set forth in **Exhibit "D"** ("Payment Schedule"). In no event however shall the total compensation paid to CONSULTANT exceed \$89,984.

B. Invoices

CONSULTANT shall submit invoices for all services rendered.

C. Payment

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

D. Expenses

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

ARTICLE 5. OBLIGATIONS OF CONSULTANT

A. Tools and Instrumentalities

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

B. Workers' Compensation

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

C. Indemnification of Liability, Duty to Defend

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

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

D. Insurance

In addition to any other obligations under this Agreement, CONSULTANT shall, at no cost to CITY, obtain and maintain throughout the term of this Agreement: (a) Commercial Liability Insurance on a per occurrence basis, including coverage for owned and non-owned automobiles, with a minimum combined single limit coverage of \$1,000,000 per occurrence for all damages due to bodily injury, sickness or disease, or death to any person, and damage to property, including the loss of use thereof; and (b) Professional Liability Insurance (Errors & Omissions) with a minimum coverage of \$1,000,000 per occurrence or claim, and \$2,000,000 aggregate;

provided however, Professional Liability Insurance written on a claims made basis must comply with the requirements set forth below. Professional Liability Insurance written on a claims made basis (including without limitation the initial policy obtained and all subsequent policies purchased as renewals or replacements) must show the retroactive date, and the retroactive date must be before the earlier of the effective date of the contract or the beginning of the contract work. Claims made Professional Liability Insurance must be maintained, and written evidence of insurance must be provided, for at least five (5) years after the completion of the contract work. If claims made coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the earlier of the effective date of the contract or the beginning of the contract work, CONSULTANT must purchase so called "extended reporting" or "tail" coverage for a minimum of five (5) years after completion of work, which must also show a retroactive date that is before the earlier of the effective date of the contract or the beginning of the contract work. As a condition precedent to CITY'S obligations under this Agreement, CONSULTANT shall furnish written evidence of such coverage (naming CITY, its officers and employees as additional insureds on the Comprehensive Liability insurance policy referred to in (a) immediately above via a specific endorsement) and requiring thirty (30) days written notice of policy lapse or cancellation, or of a material change in policy terms.

E. Assignment

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

F. State and Federal Taxes

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

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

ARTICLE 6. OBLIGATIONS OF CITY

A. Cooperation of City

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

B. Assignment

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

ARTICLE 7. TERMINATION OF AGREEMENT

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

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

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

B. Termination by City for Default of Consultant

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

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

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

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

C. Termination for Failure to Make Agreed-Upon Payments

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

D. Transition after Termination

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

ARTICLE 8. GENERAL PROVISIONS

A. Amendment & Modification

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

B. Americans with Disabilities Act of 1990

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

C. Attorneys' Fees

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

D. Captions

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

E. Compliance with Laws

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

F. Conflict of Interest

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

G. Entire Agreement

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

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

H. Governing Law and Venue

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

I. Notices

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

J. Partial Invalidity

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

K. Time of the Essence

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

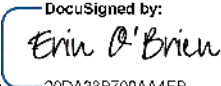
L. Waiver

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

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

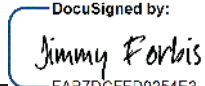
CONSULTANT:

Community Solutions

By: 
DocuSigned by:
20DA33B700AA4EB...
Name: Erin O'Brien
Title: Chief Executive Officer

CITY:

CITY OF GILROY

By: 
DocuSigned by:
FA37DCFFD9254E3...
Name: Jimmy Forbis
Title: City Administrator, City of Gilroy

Social Security or Taxpayer
Identification Number 23-7351215

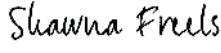
Approved as to Form

DocuSigned by:

C8E3D430629E4E5...

City Attorney

ATTEST:

DocuSigned by:

11CC542848D046F...

City Clerk

EXHIBIT "A"

SPECIFIC PROVISIONS

I. PROJECT MANAGER

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

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

II. NOTICE TO PROCEED/COMPLETION OF SERVICE

A. NOTICE TO PROCEED

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

B. COMPLETION OF SERVICES

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

III. PROGRESS SCHEDULE

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

IV. PAYMENT OF FEES AND DIRECT EXPENSES

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

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

V. OTHER PROVISIONS

A. STANDARD OF WORKMANSHIP

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

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

B. RESPONSIBILITY OF CONSULTANT

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

C. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT

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

D. CONFIDENTIALITY OF MATERIAL

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

E. NO PLEDGING OF CITY'S CREDIT.

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

F. OWNERSHIP OF MATERIAL.

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

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

G. NO THIRD PARTY BENEFICIARY.

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

H. NOTICES.

Notices are to be sent as follows:

CITY: Sandra Cruz, SCYTF Coordinator
 City of Gilroy
 7351 Rosanna Street
 Gilroy, CA 95020

CONSULTANT: Diana Chavez
Community Solutions
9015 Murray Ave., #100
Gilroy, CA 95020

I. FEDERAL FUNDING REQUIREMENTS.

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

1. DBE Program

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

2. Cost Principles

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

3. Covenant against Contingent Fees

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

EXHIBIT “B”**SCOPE OF SERVICES**

CONSULTANT Community Solutions will coordinate and provide services outlined and reporting data outlined below, necessary for program evaluation, monthly progress and quarterly financial reporting utilizing Program Activity Report (PAR), Units of Service Workbook (OUS) report and invoicing format, to the City of Gilroy in a timely matter. This program is part of the South County THRIVE (Transformation and Hope, Resiliency, Integrity, Voice & Engagement) Project, in effort to reduce juvenile delinquent behaviors, prevent and reduce recruitment of youth into gangs and prevent and reduce youth violence in South Santa Clara County. Service delivery time frame: October 1, 2020 - August 31, 2021.

CONSULTANT Community Solutions shall complete the following services in Morgan Hill/ San Martin, California:

1. Implementation of minimally three (3) cultural program groups utilizing: The National Compadres Network Curriculums, such as 12-week El Joven Noble, Xinachtli Rights of Passage and/or Cara Y Corazon; and/or Life Skills Programs, such as Why Try or BOTVIN support groups. In selected Morgan Hill Unified School District (MHUSD) schools, as needed/ recommended by MHUSD and SCYTF. A minimum of 6 unduplicated clients per group. A minimum of 45 unduplicated individuals served.
2. Restorative Justice Framework and Leading Circles - To support development of circles for youth, school, community-based, government staff and/or parents (i.e. relationship building, introduction or values circles, healing, trauma-informed, restorative justice, etc.) using evidence-based practices and curricula for youth, staff, community who have a desire for additional support, build rapport and/or are in need of a safe space. A minimum of 45 individuals to be served.
3. Case Management (Life Coaching) and Intervention Support Services of referred youth. A minimum 10 unduplicated clients. Clients will receive weekly sessions up to 6 months. Telehealth and/or face to face.
4. Provide Linkage and Referral to other community and county assets and resources.
5. Secondary Crisis Response and Intervention Support – when schools re-open, have an office space at identified school sites to support SCYTF MHUSD school partners and maintain a positive, restorative and safe school culture as referred by SCYTF, school personnel and by self-referral. Crisis Response and Intervention Support can happen before, during or after school, and/ or in the community. As a way to encourage, youth attend and engage in distant learning, contractor will support youth and monitor youth with attendance and/or class and homework assignments. Contractor shall check attendance records and/or class and homework assignment logs for identified at risk youth that are part of groups, restorative circles and for all case management 1:1 services, minimally once a month, through the duration of the services and based on school representative follow-up of two months following the service. Contractor will

help encourage and support communication between youth and their family and the school, should the youth or family have additional needs.

6. Conduct Outreach and Engagement Activities in Morgan Hill/San Martin schools located in identified hot spot schools and/or feeding neighborhoods:

- To build rapport with youth in identified neighborhoods with higher disparities, to introduce services, opportunities for self-referral, and invitation to participate in SCYTF services/activities.

- Outreach includes Telehealth/face-to-face introductions, 'get-to-know you' activities before/after school, during lunch breaks, and if the school allows, during class time, and during relatable late evening pro-social activities, as deemed appropriate

7. Participate in Monthly Technical Team, Multi-Disciplinary Team (MDT) meetings and lead or co-chair one or more Tech Team subcommittees.

8. A total of 100+ unduplicated youth to be served through programming utilizing Units of Service (UOS) workbooks.

CONSULTANT Community Solutions shall in Gilroy:

1. Implementation of minimally three (3) cultural program groups utilizing: The National Compadres Network Curriculum, such as 12-week El Joven Noble, Xinachtli Rights of Passage and/or Cara Y Corazon; and/or Life Skills Programs, such as Why Try or BOTVIN support groups. In selected Gilroy Unified School District (GUSD) schools, as needed/ recommended by GUSD and SCYTF. A minimum 6 unduplicated clients per group. A minimum of 45 unduplicated individuals to be served.

2. Restorative Justice Framework and Leading Circles - To support the development of circles for youth, staff, community-based, government staff and/or parents (i.e. relationship building, introduction or values circles, healing, trauma-informed, restorative justice, etc.) using evidence-based practices and curricula for youth, staff, community who have a desire for additional support, build rapport and/or are in need of a safe space. A minimum of 45 unduplicated individuals to be served.

3. Case Management (Life Coaching) and Intervention Support Services of referred youth. A minimum 10 unduplicated clients. Each client will receive weekly sessions up to 6 months. Telehealth and/or face to face

4. Provide Linkage and Referral to other community and county assets and resources.

5. Secondary Crisis Response and Intervention Support – Have an office space at identified school sites to support SCYTF GUSD school partners and maintain a positive, restorative and safe school culture as referred by SCYTF, school personnel and by self-referral. Crisis Response and Intervention Support can happen before, during or after school, and/ or in the community. Additionally, As a way to encourage, youth attend and engage in distant learning, contractor will support youth and monitor youth with attendance and/or class and homework assignments. Contractor shall check attendance records and/or class and homework assignment logs for

identified at risk youth that are part of groups, restorative circles and for all case management 1:1 services, minimally once a month, through the duration of the services and based on school representative follow-up of two months following the service. Contractor will help encourage and support communication between youth and their family and the school, should the youth or family have additional needs.

6. Conduct Outreach and Engagement Activities in Gilroy schools located in identified hot spot schools and/or feeding neighborhoods:

-To build rapport with youth in identified neighborhoods with higher disparities to introduce services, opportunities for self-referral, and invitation to participate in SCYTF services/activities.

- Outreach includes Telehealth and/or face-to-face introductions, 'get-to-know you' activities before/after school, during lunch breaks, and if the school allows, during class time, and during relatable late evening pro-social activities, as deemed appropriate.

7. Participate in Monthly Technical Team, Multi-Disciplinary Team (MDT) meetings and lead or co-chair one or more Technical Team subcommittees.

8. A total of 100+ unduplicated youth to be served through programming utilizing Units of Service (UOS) workbooks.

A. Due to COVID-19, the delivery and implementation of programs and services will be adapted to follow the current Santa Clara County Health Order and Mandated Directives until it is lifted. Services may include supporting the SCYTF emergency response and coordination of services and needs under COVID-19.

B. Quarterly invoicing will include direct expenses for reimbursement, such as allowable overhead and supervision, direct expenses, i.e. cell phone and mileage reimbursement for positions, wages, supplies, training, costs for pro-social activities and healthy food expenses. Any additional direct expenses will not be reimbursed by the CITY.

C. Case Management services: Must provide a client list (First Initial and Last Initial) that includes the following:

- i. Name of youth served;
- ii. Include assigned Probation File Numbers for Youth (if applicable);
- iii. Date of birth of youth served;
- iv. Start date of when youth started receiving services;
- v. End date of when youth stopped receiving services;
- vi. ZIP Code of youth served (if available);
- vii. Ethnicity of youth served (if available); and

viii. Hours of service per youth by activity type.

D. Groups: Use of Sign-In sheets to track participation, Units of Service Reports, and prepost surveys.

E. Will partner with the City of Gilroy, the South County Technical Team and local community partners to further the goal and efforts of building a restorative community and preventing and de-escalating youth violence and anti-social behaviors in South County;

F. Population to be served: Children, youth and families of, all genders, in the following overlapping categories:

i. At-risk (At-promising) youth, defined as youth who live in or attend schools in “Hot Spots” low socio-economic areas and have some gang/violence-risk characteristics,

ii. High-risk (High-promising) of violence and gang-impact (this category distinguishes from “at-risk” population by generating additional characteristics demonstrating social-risk factors and level of intensity),

iii. Youth violence/ gang impacted (Youth exhibiting high-risk behaviors related to gang lifestyles), and/or

iv. Youth who demonstrate to be violence/gang intentional (social circle is integrated into intergenerational gang environment; youth are identified and/or arrested for gang related incidents or acts of gang violence through the justice system.

G. Case Management: Maintain a written and/or electronic individualized file for services regarding each client, document client's progress, assessment/service plan, within assigned service/program. Utilize retrospective surveys to measure effectiveness, and notify the City of problems encountered within assigned service/program.

H. Have the needed level of flexibility to attend necessary meetings, including monthly South County Leadership Meetings, Technical Team meetings and impromptu climate and crisis meetings; and have ability to work weekends for important or large events and evenings as deemed necessary to carry out successful coordination of project services; staying within a 40 hour work week.

J. Complete Service Delivery Calendars: To help maximize collaborative efforts with all South County agencies, the Consultant will submit calendars documenting services being rendered at different time frames, location(s) and service day(s), to the City by the 7th of each month (no need to resend if there are no new changes).

K. Transport of Clients: Transportation can only occur after all necessary insurance(s) have been completed and insurances and waivers meet all necessary insurance guidelines. One-to-one driving is not allowed. Staff and youth in transport must be of the same gender, or there may be another staff member in the car of the opposite gender. This may include City of Gilroy staff. A guardian/parental permission slip must be signed each time a youth enters a Contractor's vehicle.

If transportation occurs under life coaching/case management, all intake paperwork must be up to date and the two-to-one ratio must be enforced.

a. Locations of services will occur at the identified schools, community hubs, hot-spot parks libraries, and other community locations, as deemed appropriate per client need. Contact of client and transportation must follow County and City procedures.

EXHIBIT “C”**MILESTONE SCHEDULE****Management Plan**

CONSULTANT will utilize 1.0 FTE and .75 intern to implement program services. Our current Case Manager/Peer Partner, Saul Gonzalez, Jr., has years of experience with the target population for this program, and is trained and certified in National Compadres Network curriculums, El Joven Noble, Cara y Corazon, RJP and Raising Children with Pride. Job duties include case management, outreach and engagement and facilitation/coordination of curriculum-based groups at identified schools, and Restorative Justice Practices/Circle Dialogues, support positive school campus interactions on school site.

THRIVE staff will be supervised by Diana Chavez, MFT Clinical Program Manager for THRIVE who currently represents our agency on the South County Technical Team. Diana will ensure contract compliance and complete the reports. Marianne Marafino, Division Director will oversee the program..

Any youth identified as needing case management or mental health services will be scheduled for a one-on-one meeting with a case manager and the youth's parents, if appropriate. It is projected that eligible youth already receiving case management services from CONSULTANT will be engaged and recruited to participate in THRIVE summer activities during the project performance period. Frequency of case management sessions will be determined based on the youth's needs. Case managers/Peer Partners will make referrals for mental health services and assist the youth in accessing them if needed.

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

Due to COVID-19, the delivery and implementation of programs and services will be adapted to follow the current Santa Clara County Health Order and Mandated Directives until it is lifted. Services may include supporting the SCYTF emergency response and coordination of services and needs under COVID-19.

October 2020

- Implementation and on-going curriculum-based groups are held weekly - one in Morgan Hill and one in Gilroy identified school sites.
- Individual Case Management services provided
- Outreach and Engagement Activity, LATI event
- SCYTF Technical Team Meeting

- SCYTF Multi-Disciplinary Team meeting with MHUSD

November 2020

- On-going curriculum-based groups are held weekly in Morgan Hill and Gilroy identified school sites.
- Individual Case Management services provided
- Outreach and Engagement Activity. Based on program needs/COVID restrictions
- SCYTF Technical Team Meeting and Policy Team Meeting
- SCYTF Multi-Disciplinary Team meeting with MHUSD
- Implementation of Restorative Justice Framework and Leading Circles

December 2020

- On-going for curriculum-based groups in Morgan Hill and Gilroy identified school sites.
- Individual Case Management services provided
- Outreach and Engagement - Christmas Event with Fire Department
- SCYTF Technical Team Meeting
- SCYTF Multi-Disciplinary Team meeting with MHUSD

January 2021

- Implementation for two curriculum-based groups are held weekly - one in Morgan Hill and one in Gilroy identified school sites.
- Individual Case Management services provided
 - Outreach and Engagement - Morgan Hill Values Youth Event booth, based on COVID restrictions, may change as deemed needed.
 - SCYTF Technical Team Meeting and Policy Team Meeting
 - SCYTF Multi-Disciplinary Team meeting with MHUSD

February 2021

- Implementation for two curriculum-based groups are held weekly in Morgan Hill and Gilroy identified school sites.
- Individual Case Management services provided
- Implementation of Restorative Justice Framework and Leading Circles
- Outreach and Engagement BBQ in the park, based on COVID restrictions, may change as deemed needed.
- SCYTF Technical Team Meeting
- SCYTF Multi-Disciplinary Team meeting with MHUSD

March 2021

- On-going two curriculum-based groups are held weekly in Morgan Hill and Gilroy identified school sites.
- Individual Case Management services provided
- Outreach and Engagement Activity based on program needs, per COVID restrictions
- SCYTF Technical Team Meeting and Policy Team Meeting
- SCYTF Multi-Disciplinary Team meeting with MHUSD

April 2021

- On-going two curriculum-based groups are held weekly in Morgan Hill and Gilroy identified school sites.
- Individual Case Management services provided
- Outreach and Engagement Spring Break Party in the Park and Dia del Nino, may change due to COVID restrictions.
- SCYTF Technical Team Meeting
- SCYTF Multi-Disciplinary Team meeting with MHUSD

May 2021

-Implementation of two curriculum-based groups are held weekly in Morgan Hill and Gilroy identified school sites.

-Individual Case Management services provided

- Outreach and Engagement: Based on COVID restrictions and/orprogram need and and Resiliency Festival,

- SCYTF Technical Team Meeting and Policy Team Meeting

- SCYTF Multi-Disciplinary Team meeting with MHUSD

June 2021

- On-going two curriculum-based groups are held weekly in Morgan Hill and Gilroy identified school sites.

-Individual Case Management services provided

-Outreach and Engagement, based on COVID restrictions and program needs

- SCYTF Technical Team Meeting

- SCYTF Multi-Disciplinary Team meeting with MHUSD

July, 2021

-On-going two curriculum-based groups are held weekly in Morgan Hill and Gilroy identified school sites.

-Individual Case Management services provided

- Outreach and Engagement: Based on COVID restrictions and/orprogram need and and Resiliency Festival,

- SCYTF Technical Team Meeting

- SCYTF Multi-Disciplinary Team meeting with MHUSD

August, 2021

Based on program funding, the following will be determined.

Completion of two curriculum-based groups are held weekly in Morgan Hill and Gilroy identified school sites.

Individual Case Management services provided

- Outreach and Engagement: Based on COVID restrictions and/or program need and and Resiliency Festival,
- - SCYTF Technical Team Meeting and Policy Team Meeting
- SCYTF Multi-Disciplinary Team meeting with MHUSD

EXHIBIT “D”**PAYMENT SCHEDULE**

A. Compensation to CONSULTANT Community Solutions shall be contingent upon successful completion of the services outlined in EXHIBIT B, SCOPE OF SERVICES. A statement of all professional services outlined under this AGREEMENT shall be prepared by CONSULTANT Community Solutions and submitted to the City of Gilroy on or before the eighth (8th) day of the month, following the billing time, following completion of each of the Services identified in EXHIBIT B. If the services have been completed to the satisfaction of the City of Gilroy, the CITY shall make payment to the CONSULTANT within thirty (45) business days after receipt of the statement and approval thereof.

B. The maximum amount of compensation to be paid to CONSULTANT under this AGREEMENT shall not exceed total budget: \$89,984. CONSULTANT to successfully complete the project within the 11 month period. Quarterly reimbursement will be based on work completed, per budget specifications.

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

Invoices and back up will be submitted to the CITY, by the 8th day of the next month, as follows, with the expectation of the City funder requests the final invoice prior to the month's end. If the 8th falls on a weekend, reports and invoices are due the following Monday:

Reporting Time Frame	Invoice Deadline
October 1- October 31, 2020	November 8, 2020
November 1- November 30, 2020	
December 1- December 31, 2020	
January 1- January 31, 2021	February 8, 2021
February 1- February 28, 2021	
March 1-March 31, 2021	
April 1- April 30, 2021	May 8, 2021

May 1- May 31, 2021

June 1- June 30, 2021

June 8, 2021

July 1 - July 31, 2021

August 1- August 31, 2021

September 8, 2021

Please allow up 45 business days between submittal of invoice and confirmed back up verification for the processing of payment. Invoices will be returned if necessary back up is not attached and timing of check processing will be paused.

D. BUDGET - Community Solutions for Children, Families and Individuals Program:
South County Youth Task Force

Total Project Budget \$89,984

\$44,992 for Services in Morgan Hill/ San Martin:

A C Personnel Costs Case Manager (0.5 FTE) \$ 25,340 Intern (0.75 FTE) \$ - Payroll Taxes \$ 2,027 Employee Benefits \$ 6,335 SUBTOTAL PERSONNEL COST: \$ 33,702

Professional Fees - Acct/Legal \$ 350, Program Supplies \$ 1,600, Telephone \$ 500, Postage & Shipping \$ 100, Occupancy \$ 250 Rent \$ 2,000, General Insurance \$ 400, Utilities \$ 500 Rental/Maintenance of Equipment \$ 350, Mileage Reimbursement \$ 900, Membership Dues \$ 100 Licensing Fees \$ 150, SUBTOTAL OPERATING EXPENSES: \$ 7,200

Administrative Overhead \$ 4,090 SUBTOTAL INDIRECT COST: \$ 4,090

Grand Total**** \$ 44,992 Services in Morgan Hill/ San Martin

\$44,992 for Services in Gilroy:

A C Personnel Costs Case Manager (0.5 FTE) \$ 25,340 Intern (0.75 FTE) \$ - Payroll Taxes \$ 2,027 Employee Benefits \$ 6,335 SUBTOTAL PERSONNEL COST: \$ 33,702

Professional Fees - Acct/Legal \$ 350 Program Supplies \$ 1,600 Telephone \$ 500 Postage & Shipping \$ 100 Occupancy \$ 250 Rent \$ 2,000 General Insurance \$ 400 Utilities \$ 500 Rental/Maintenance of Equipment \$ 350 Mileage Reimbursement \$ 900 Membership Dues \$ 100 Licensing Fees \$ 150 SUBTOTAL OPERATING EXPENSES: \$ 7,200

Administrative Overhead \$ 4,090 SUBTOTAL INDIRECT COST: \$ 4,090

Grand Total**** \$ 44,992 Services in Gilroy

EXPENSE ITEMS PREVENTION, EDUCATION AND TRAINING SERVICES Morgan Hill | San Martin Schools Direct Costs* Operating Expenses** Indirect Costs *** (7% of budget)



COMMSOL-02

SRSPATRA3

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/2/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ProCo Insurance Services 910 E Hamilton Ave #410 Campbell, CA 95008	CONTACT NAME: Jeannie Hatafsky PHONE (A/C, No, Ext): (408) 510-5456 FAX (A/C, No): E-MAIL ADDRESS: jeannie.hatafsky@proco.global														
INSURED Community Solutions for Children, Families and Individuals 9015 Murray Avenue #100 Gilroy, CA 95020	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Philadelphia Indemnity Insurance Company</td> <td>18058</td> </tr> <tr> <td>INSURER B : Cypress Insurance Company (CA)</td> <td>10855</td> </tr> <tr> <td>INSURER C : Fidelity and Deposit Company of Maryland</td> <td>39306</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Philadelphia Indemnity Insurance Company	18058	INSURER B : Cypress Insurance Company (CA)	10855	INSURER C : Fidelity and Deposit Company of Maryland	39306	INSURER D :		INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	X	X	PHPK2176702	9/1/2020	9/1/2021	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☒ Prof Liab \$1M/\$3M						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC						PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
	OTHER:						\$
A	AUTOMOBILE LIABILITY			PHPK2176702	9/1/2020	9/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS	BODILY INJURY (Per person) \$					
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	BODILY INJURY (Per accident) \$					
		PROPERTY DAMAGE (Per accident) \$					
							\$
A	☒ UMBRELLA LIAB ☒ OCCUR			PHUB737134	9/1/2020	9/1/2021	EACH OCCURRENCE \$ 5,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE	AGGREGATE \$ 5,000,000					
	DED ☒ RETENTION \$ 10,000	\$					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			COWC141470	7/1/2020	7/1/2021	☒ PER STATUTE ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N ☐ N/A	E.L. EACH ACCIDENT \$ 1,000,000					
	If yes, describe under DESCRIPTION OF OPERATIONS below	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000					
		E.L. DISEASE - POLICY LIMIT \$ 1,000,000					
A	Crime			PHPK2176702	9/1/2020	9/1/2021	EE Theft \$ 500,000
	Crime Excess						EE Theft \$ 7,700,000
				CCP253046200	7/1/2020	7/1/2021	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: City of Gilroy, its Officers, Representatives, Agents and Employees are named as additional insured per attached endorsement form.

CERTIFICATE HOLDER**CANCELLATION**

City of Gilroy Calgrip One program
 7351 Rosanna Street
 Gilroy, CA 95020-6197

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

PROCO INSURANCE SERVICES
910 E HAMILTON AVE # 410
CAMPBELL CA 95008



CITY OF GILROY CALGRIP ONE PROGRAM
7351 ROSANNA ST
GILROY CA 95020-6197

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY DELUXE ENDORSEMENT:
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	2
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	\$5,000	5
Supplementary Payment – Loss of Earnings	\$1,000 per day	5
Employee Indemnification Defense Coverage	\$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10

Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

A. Extended Property Damage

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

LIABILITY, Subsection **2. Exclusions**, Paragraph **a.** is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

“Bodily injury” or property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

B. Limited Rental Lease Agreement Contractual Liability

SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE

LIABILITY, Subsection **2. Exclusions**, Paragraph **b. Contractual Liability** is amended to include the following:

- (3) Based on the named insured’s request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter’s liability insurance of the client.

C. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

LIABILITY, Subsection **2. Exclusions**, Paragraph **g. (2)** is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:
- (a) Less than 58 feet long; and
 - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

LIABILITY, Subsection **2. Exclusions**, Paragraph **j. Damage to Property**, Item **(1)** is deleted in its entirety and replaced with the following:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

E. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

- a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**; is deleted in its entirety and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

- b. **SECTION III – LIMITS OF INSURANCE**, Paragraph 6. is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

- c. **SECTION V – DEFINITIONS**, Paragraph 9.a., is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance**, **(1) (a) (ii)** is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

- a. \$1,000,000; or
- b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

F. HIPAA

SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, is amended as follows:

1. Paragraph **1. Insuring Agreement** is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

2. Paragraph **2. Exclusions** is amended to include the following additional exclusions:

This insurance does not apply to:

- a. **Intentional, Willful, or Deliberate Violations**

Any willful, intentional, or deliberate "violation(s)" by any insured.

- b. **Criminal Acts**

Any "violation" which results in any criminal penalties under the HIPAA.

- c. **Other Remedies**

Any remedy other than monetary damages for penalties assessed.

- d. **Compliance Reviews or Audits**

Any compliance reviews by the Department of Health and Human Services.

3. **SECTION V – DEFINITIONS** is amended to include the following additional definitions:

- a. "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."
- b. "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.
- c. "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.

G. Medical Payments – Limit Increased to \$20,000, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:

- a. \$20,000; or
- b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 1. **Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:

- (b) The expenses are incurred and reported to us within three years of the date of the accident.

H. Athletic Activities

SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection 2. **Exclusions**, Paragraph e. **Athletic Activities** is deleted in its entirety and replaced with the following:

e. Athletic Activities

To a person injured while taking part in athletics.

I. Supplementary Payments

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B are amended as follows:

1. b. is deleted in its entirety and replaced by the following:

1. b. Up to \$5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.

- 1.d. is deleted in its entirety and replaced by the following:

1. d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

J. Employee Indemnification Defense Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B the following is added:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding occurring in the course of employment.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits."

K. Key and Lock Replacement – Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

- a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.
- b. "Employee" means:
 - (1) Any natural person:
 - (a) While in your service or for 30 days after termination of service;
 - (b) Who you compensate directly by salary, wages or commissions; and
 - (c) Who you have the right to direct and control while performing services for you; or
 - (2) Any natural person who is furnished temporarily to you:
 - (a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or
 - (b) To meet seasonal or short-term workload conditions;while that person is subject to your direction and control and performing services for you.
 - (3) "Employee" does not mean:
 - (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
 - (b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."
- c. "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

SECTION II – WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

Coverage Part, Paragraph **3.a.** is deleted in its entirety and replaced by the following:

a. Coverage under this provision is afforded until the end of the policy period.

2. Each of the following is also an insured:

a. Medical Directors and Administrators – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.

b. Managers and Supervisors – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your “employees” are also insureds for “bodily injury” to a co-“employee” while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

c. Broadened Named Insured – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.

d. Funding Source – Any person or organization with respect to their liability arising out of:

(1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

e. Home Care Providers – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.

f. Managers, Landlords, or Lessors of Premises – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

(1) Any “occurrence” which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

g. Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- h. Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
- (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
- (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.
- i. Vendors** – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
- (1) The insurance afforded the vendor does not apply to:
- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- l. **Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

m. State or Political Subdivisions – Any state or political subdivision as required, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) This insurance does not apply to:
 - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

M. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. **Representations** is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. **Transfer of Rights of**

Recovery Against Others To Us is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

P. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

Q. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph 3. Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

R. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

- b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (1) Any insured; or
 - (2) Any executive officer, director, stockholder, partner or member of the insured;
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

FIRST AMENDMENT TO AGREEMENT FOR SERVICES

WHEREAS, the City of Gilroy, a municipal corporation ("City"), and Community Solutions] entered into that certain agreement entitled AGREEMENT FOR SERVICES , effective on [10/1/2020], hereinafter referred to as "Original Agreement"; and

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

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

1. Contract timeline will be extended to August 31, 2021 of the Original Agreement shall be amended to read as follows: The contract will be extended to June 30, 2022.
2. [ARTICLE 4. COMPENSATION, Section A. Consideration and EXHIBIT D, Section B] of the Original Agreement shall be amended to read as follows:

ARTICLE 4. COMPENSATION

A. Consideration:

In consideration for the services to be performed by CONSULTANT, CITY agrees to pay CONSULTANT the amounts set forth in EXHIBIT D ("Payment Schedule"). In No event however shall the total compensation paid to the CONSULTANT exceed \$81,804.

EXHIBIT D, Section B:

The maximum amount of compensation to be paid to CONSULTANT under this AGREEMENT shall not exceed \$81,804 CONSULTANT to successfully complete the project within the 10 month period. Quarterly reimbursement will be based on work completed per budget following the budget provided below:

BUDGET - Community Solutions for Children, Families and Individuals Program: South County Youth Task Force

Total Project Budget 81,804

\$40,902.00 for Services in Morgan Hill/ San Martin:

A C Personnel Costs Case Manager (0.5 FTE) \$ 23,036 Intern (0.75 FTE) \$ - Payroll Taxes \$ 1,843 Employee Benefits \$ 5,759 SUBTOTAL PERSONNEL COST: \$ 30,638.

Professional Fees - Acct/Legal \$ 318, Program Supplies \$ 1,455, Telephone \$ 455, Postage & Shipping \$ 91, Occupancy \$ 227 Rent \$ 1,818, General Insurance \$ 364, Utilities \$ 455 Rental/Maintenance of Equipment \$ 318, Mileage Reimbursement \$ 818, Membership Dues \$ 91 Licensing Fees \$ 136, SUBTOTAL OPERATING EXPENSES: \$ 6,546

Administrative Overhead \$ 3,718 SUBTOTAL INDIRECT COST: \$ 3,718

Grand Total**** \$ 40,902 Services in Morgan Hill/ San Martin

\$40,902 for Services in Gilroy:

A C Personnel Costs Case Manager (0.5 FTE) \$ 23,036 Intern (0.75 FTE) \$ - Payroll Taxes \$ 1,843 Employee Benefits \$ 5,759 SUBTOTAL PERSONNEL COST: \$ 30,638.

Professional Fees - Acct/Legal \$ 318 Program Supplies \$ 1,455, Telephone \$ 455, Postage & Shipping \$ 91, Occupancy \$ 227 Rent \$ 1,818, General Insurance \$ 364, Utilities \$ 455 Rental/Maintenance of Equipment \$ 318, Mileage Reimbursement \$ 818, Membership Dues \$ 91 Licensing Fees \$ 136, SUBTOTAL OPERATING EXPENSES: \$ 6,546

Administrative Overhead \$ 3,718 SUBTOTAL INDIRECT COST: \$ 3,718

Grand Total**** \$ 40,902 Services in Gilroy

EXPENSE ITEMS PREVENTION, EDUCATION AND TRAINING SERVICES Morgan Hill | San Martin Schools Direct Costs* Operating Expenses** Indirect Costs *** (7% of budget)

In Exhibit D: Payment Schedule will be extended to add:

Months	Invoice Deadline
Quarter 6: September 1, 2021- October 31, 2021	November 7, 2021
Quarter 7: November 1, 2021- January 31, 2022	February 7, 2022
Quarter 8: February 1, 2022-April 30, 2022	May 7, 2022
Quarter 9: May 1, 2022- June 30, 2022	June 20, 2022

3. [ARTICLE 3. SERVICES TO BE PERFORMED BY CONSULTANT, Section A. Specific Services EXHIBIT B (Scope of work), and EXHIBIT C (Milestone Schedule)] of the Original Agreement shall be amended to read as follows:

Exhibit “B” SCOPE OF WORK

CONSULTANT Community Solutions will coordinate and provide services outlined and reporting data outlined below, necessary for program evaluation, monthly progress and quarterly financial reporting utilizing Program Activity Report (PAR), Units of Service Workbook (OUS) report and invoicing format, to the City of Gilroy in a timely matter. This program is part of the South County THRIVE (Transformation and Hope, Resiliency, Integrity, Voice & Engagement) Project, in effort to reduce juvenile delinquent behaviors, prevent and reduce recruitment of youth into gangs and prevent and reduce youth violence in South Santa Clara County. Service delivery time frame: September 1, 2021 – June 30, 2022.

CONSULTANT Community Solutions shall complete the following services in Morgan Hill/ San Martin, California:

1. Implementation of minimally three (3) cultural program groups utilizing: The National Compadres Network Curriculum, such as 12-week El Joven Noble, Xinachtli Rights of Passage and/or Cara Y

Corazon; and/or Life Skills Programs, such as Why Try or BOTVIN support groups. In selected Morgan Hill Unified School District (MHUSD) schools, as needed/ recommended by MHUSD and SCYTF. A minimum of 6 unduplicated clients per group. A minimum of 41 unduplicated individuals served.

2. Restorative Justice Framework and Leading Circles - To support development of circles for youth, school, community-based, government staff and/or parents (i.e. relationship building, introduction or values circles, healing, trauma-informed, restorative justice, etc.) using evidence-based practices and curricula for youth, staff, community who have a desire for additional support, build rapport and/or are in need of a safe space. A minimum of 41 individuals to be served.

3. Case Management (Life Coaching) and Intervention Support Services of referred youth. A minimum 10 unduplicated clients. Clients will receive weekly sessions up to 6 months. Telehealth and/or face to face.

4. Provide Linkage and Referral to other community and county assets and resources.

5. Secondary Crisis Response and Intervention Support – when schools re-open, have an office space at identified school sites to support SCYTF MHUSD school partners and maintain a positive, restorative and safe school culture as referred by SCYTF, school personnel and by self-referral. Crisis Response and Intervention Support can happen before, during or after school, and/ or in the community. As a way to encourage, youth attend and engage in distant learning, contractor will support youth and monitor youth with attendance and/or class and homework assignments. Contractor shall check attendance records and/or class and homework assignment logs for identified at risk youth that are part of groups, restorative circles and for all case management 1:1 services, minimally once a month, through the duration of the services and based on school representative follow-up of two months following the service. Contractor will help encourage and support communication between youth and their family and the school, should the youth or family have additional needs.

6. Conduct Outreach and Engagement Activities in Morgan Hill/San Martin schools located in identified hot spot schools and/or feeding neighborhoods:

-To build rapport with youth in identified neighborhoods with higher disparities, to introduce services, opportunities for self-referral, and invitation to participate in SCYTF services/activities.

- Outreach includes Telehealth/face-to-face introductions, ‘get-to-know you’ activities before/after school, during lunch breaks, and if the school allows, during class time, and during relatable late evening pro-social activities, as deemed appropriate

7. Participate in Monthly Technical Team, Multi-Disciplinary Team (MDT) meetings and lead or co-chair one or more Tech Team subcommittees.

8. A total of 92+ unduplicated youth to be served through programming utilizing Units of Service (UOS) workbooks.

CONSULTANT Community Solutions shall in Gilroy:

1. Implementation of minimally three (3) cultural program groups utilizing: The National Compadres Network Curriculum, such as 12-week El Joven Noble, Xinachtli Rights of Passage and/or Cara Y Corazon; and/or Life Skills Programs, such as Why Try or BOTVIN support groups. In selected Gilroy

Unified School District (GUSD) schools, as needed/ recommended by GUSD and SCYTF. A minimum 6 unduplicated clients per group. A minimum of 41 unduplicated individuals to be served.

2. Restorative Justice Framework and Leading Circles - To support the development of circles for youth, staff, community-based, government staff and/or parents (i.e. relationship building, introduction or values circles, healing, trauma-informed, restorative justice, etc.) using evidence-based practices and curricula for youth, staff, community who have a desire for additional support, build rapport and/or are in need of a safe space. A minimum of 41 unduplicated individuals to be served.

3. Case Management (Life Coaching) and Intervention Support Services of referred youth. A minimum 10 unduplicated clients. Each client will receive weekly sessions up to 6 months. Telehealth and/or face to face

4. Provide Linkage and Referral to other community and county assets and resources.

5. Secondary Crisis Response and Intervention Support – Have an office space at identified school sites to support SCYTF GUSD school partners and maintain a positive, restorative and safe school culture as referred by SCYTF, school personnel and by self-referral. Crisis Response and Intervention Support can happen before, during or after school, and/ or in the community. Additionally, as a way to encourage, youth attend and engage in distant learning, contractor will support youth and monitor youth with attendance and/or class and homework assignments. Contractor shall check attendance records and/or class and homework assignment logs for identified at risk youth that are part of groups, restorative circles and for all case management 1:1 services, minimally once a month, through the duration of the services and based on school representative follow-up of two months following the service. Contractor will help encourage and support communication between youth and their family and the school, should the youth or family have additional needs.

6. Conduct Outreach and Engagement Activities in Gilroy schools located in identified hot spot schools and/or feeding neighborhoods:

-To build rapport with youth in identified neighborhoods with higher disparities to introduce services, opportunities for self-referral, and invitation to participate in SCYTF services/activities.

- Outreach includes Telehealth and/or face-to-face introductions, ‘get-to-know you’ activities before/after school, during lunch breaks, and if the school allows, during class time, and during relatable late evening pro-social activities, as deemed appropriate.

7. Participate in Monthly Technical Team, Multi-Disciplinary Team (MDT) meetings and lead or co-chair one or more Technical Team subcommittees.

8. A total of 92+ unduplicated youth to be served through programming utilizing Units of Service (UOS) workbooks.

A. Due to COVID-19, the delivery and implementation of programs and services will be adapted to follow the current Santa Clara County Health Order and Mandated Directives until it is lifted. Services may include supporting the SCYTF emergency response and coordination of services and needs under COVID-19.

B. Quarterly invoicing will include direct expenses for reimbursement, such as allowable overhead and supervision, direct expenses, i.e. cell phone and mileage reimbursement for positions, wages, supplies,

training, costs for pro-social activities and healthy food expenses. Any additional direct expenses will not be reimbursed by the CITY.

C. Case Management services: Must provide a client list (First Initial and Last Initial) that includes the following:

- i. Name of youth served;
- ii. Include assigned Probation File Numbers for Youth (if applicable);
- iii. Date of birth of youth served;
- iv. Start date of when youth started receiving services;
- v. End date of when youth stopped receiving services;
- vi. ZIP Code of youth served (if available);
- vii. Ethnicity of youth served (if available); and
- viii. Hours of service per youth by activity type.

D. Groups: Use of Sign-In sheets to track participation, Units of Service Reports, and prepost surveys.

E. Will partner with the City of Gilroy, the South County Technical Team and local community partners to further the goal and efforts of building a restorative community and preventing and de-escalating youth violence and anti-social behaviors in South County;

F. Population to be served: children and young adults (Youth between the ages of 10-24 (any gender or non-binary), who reside or attend school in South County (zip code areas 95037, 95046, and 95020) and can fall in one or more of the following categories:

- I. At Promise (At-Risk) Youth”: Defined as youth who live in or attend schools in low-socio economic areas, referred to as “Hot Spots” within the first Strategic Plan that exhibit Stability Needs; Potential Harm to Self or Others; Offending Behavior; Trauma History/ Lack of Healthy Coping Abilities and Re-Victimization Risk,
- II. High–Promise (High-Risk) Youth: Defined as youth exhibiting high risk behavior(s) related to gang lifestyles, re-offending and/or participating in gang intimidation or behaviors associated with violence. This category distinguishes from “at-risk” population in that it generates additional characteristics demonstrating social-risk factors and level of intensity.
- III. “Youth who demonstrate to be severely impacted/gang intentional”: Social circle is integrated into intergenerational gang-membership environment and/or affected by intergenerational drug use youth self-identified, and/or are arrested for gang-related incidents or acts of violence through the justice system.
- IV. Parents of youth and/or community members who reside in Morgan Hill, San Martin and Gilroy areas of higher disparities: As identified by the SCYTF Strategic Plan(s) for community civic-engagement, community-building and organizing efforts.

V. School Providers: School staff and districts who identify themselves as needing support, services and wish to integrate relevant SCYTF supports and trainings into schools, build staff's competencies who are working with youth displaying various signs of trauma and behavioral issues.

G. Case Management: Maintain a written and/or electronic individualized file for services regarding each client, document client's progress, assessment/service plan, within assigned service/program. Utilize retrospective surveys to measure effectiveness, and notify the City of problems encountered within assigned service/program.

H. Have the needed level of flexibility to attend necessary meetings, including monthly South County Leadership Meetings, Technical Team meetings and impromptu climate and crisis meetings; and have ability to work weekends for important or large events and evenings as deemed necessary to carry out successful coordination of project services; staying within a 40 hour work week.

J. Complete Service Delivery Calendars: To help maximize collaborative efforts with all South County agencies, the Consultant will submit calendars documenting services being rendered at different time frames, location(s) and service day(s), to the City by the 7th of each month (no need to resend if there are no new changes).

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

a. Locations of services will occur at the identified schools, community hubs, hot-spot parks libraries, and other community locations, as deemed appropriate per client need. Contact of client and transportation must follow County and City procedures.

Exhibit "C" MILESTONE SCHEDULE

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

Due to COVID-19, the delivery and implementation of programs and services will be adapted to follow the current Santa Clara County Health Order and Mandated Directives until it is lifted. Services may include supporting the SCYTF emergency response and coordination of services and needs under COVID-19.

September 2021

-Implementation and on-going curriculum-based groups are held weekly - one in Morgan Hill and one in Gilroy identified school sites

Individual Case Management services provided

- Outreach and Engagement: Based on COVID restrictions and/or program need,- SCYTF Technical Team Meeting and Policy Team Meeting

- SCYTF Multi-Disciplinary Team meeting

October 2021

- Implementation and on-going curriculum-based groups are held weekly - one in Morgan Hill and one in Gilroy identified school sites.

- Individual Case Management services provided

- Outreach and Engagement Activity, National Night Out, Beautiful Day weekend event, LATI event

- SCYTF Technical Team Meeting

- SCYTF Multi-Disciplinary Team meeting

November 2021

- On-going curriculum-based groups are held weekly in Morgan Hill and Gilroy identified school sites.

- Individual Case Management services provided

- Outreach and Engagement Activity. Based on program needs/COVID restrictions

- SCYTF Technical Team Meeting and Policy Team Meeting

- SCYTF Multi-Disciplinary Team meeting

- Implementation of Restorative Justice Framework and Leading Circles

December 2021

- On-going for curriculum-based groups in Morgan Hill and Gilroy identified school sites.

- Individual Case Management services provided

- Outreach and Engagement - Christmas Event with Fire Department

- SCYTF Technical Team Meeting

- SCYTF Multi-Disciplinary Team meeting

January 2022

Implementation for two curriculum-based groups are held weekly - one in Morgan Hill and one in Gilroy identified school sites.

-Individual Case Management services provided

- Outreach and Engagement - Morgan Hill Values Youth Event booth, based on COVID restrictions, may change as deemed needed.

- SCYTF Technical Team Meeting and Policy Team Meeting

- SCYTF Multi-Disciplinary Team meeting

February 2022

- Implementation for two curriculum-based groups are held weekly in Morgan Hill and Gilroy identified school sites.

-Individual Case Management services provided

- Implementation of Restorative Justice Framework and Leading Circles

- Outreach and Engagement BBQ in the park, based on COVID restrictions, may change as deemed needed.

- SCYTF Technical Team Meeting

- SCYTF Multi-Disciplinary Team meeting with MHUSD

March 2022

-On-going two curriculum-based groups are held weekly in Morgan Hill and Gilroy identified school sites.

- Individual Case Management services provided

- Outreach and Engagement Activity based on program needs, per COVID restrictions

- SCYTF Technical Team Meeting and Policy Team Meeting

- SCYTF Multi-Disciplinary Team meeting

April 2022

-On-going two curriculum-based groups are held weekly in Morgan Hill and Gilroy identified school sites.

-Individual Case Management services provided

- Outreach and Engagement Spring Break Party in the Park and Dia del Nino, may change due to COVID restrictions.

-SCYTF Technical Team Meeting

- SCYTF Multi-Disciplinary Team meeting with MHUSD

May 2022

-Implementation of two curriculum-based groups held weekly in Morgan Hill and Gilroy identified school sites.

-Individual Case Management services provided

- Outreach and Engagement: Based on COVID restrictions and/program need and Resiliency Festival,

- SCYTF Technical Team Meeting and Policy Team Meeting

- SCYTF Multi-Disciplinary Team meeting

June 2022

- On-going two curriculum-based groups are held weekly in Morgan Hill and Gilroy identified school sites.

-Individual Case Management services provided

-Outreach and Engagement, based on COVID restrictions and program needs

- SCYTF Technical Team Meeting

- SCYTF Multi-Disciplinary Team meeting

This Amendment shall be effective on [September 1, 2021]

4. Except as expressly modified herein, all of the provisions of the Original Agreement shall remain in full force and effect. In the case of any inconsistencies between the Original Agreement and this Amendment, the terms of this Amendment shall control.

5. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

CITY OF GILROY

DocuSigned by:

By:

Jimmy Forbis

FAB7DCFFD9254E3

[signature]

[Community Solutions]

DocuSigned by:

By:

Erin O'Brien

F053F8699B9B45D...

[signature]

[Jimmy Forbis]

[City Administrator, City of Gilroy]

8/25/2021

Date: _____

[Erin O'Brien]

[Chief Executive Officer]

8/17/2021

Date: _____

Approved as to Form

DocuSigned by:

Andrew Faber

3A1F7B7GCE5C4CC...

City Attorney

ATTEST:

DocuSigned by:

LeeAnn McPhillips

7006D7389A0B49D...

City Clerk

SECOND AMENDMENT TO AGREEMENT FOR SERVICES

WHEREAS, the City of Gilroy, a municipal corporation ("City"), and Community Solutions entered into that certain agreement entitled AGREEMENT FOR SERVICES, effective on [10/1/2020], hereinafter referred to as "Original Agreement"; and

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

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

1. Contract timeline will be extended to July 1, 2022 of the Original Agreement shall be amended to read as follows: The contract will be extended to June 30, 2023.
2. [ARTICLE 4. COMPENSATION, Section A. Consideration and EXHIBIT D, Section B] of the Original Agreement shall be amended to read as follows:

ARTICLE 4. COMPENSATION

A. Consideration:

In consideration for the services to be performed by CONSULTANT, CITY agrees to pay CONSULTANT the amounts set forth in EXHIBIT D ("Payment Schedule"). In No event however shall the total compensation paid to the CONSULTANT exceed \$85,230.

EXHIBIT D, Section B:

The maximum amount of compensation to be paid to CONSULTANT under this AGREEMENT shall not exceed \$85,230 CONSULTANT to successfully complete the project within the 12-month period. Quarterly reimbursement will be based on work completed per budget following the budget provided below:

BUDGET - Community Solutions for Children, Families and Individuals Program: South County Youth Task Force

Total Project Budget \$85,230

\$42,615.00 for Services in Morgan Hill/ San Martin:

A C Personnel Costs Case Manager (0.5 FTE) \$ 24,648.52 - Payroll Taxes \$ 1,971.88
Employee Benefits \$5,422.67 SUBTOTAL PERSONNEL COST: \$ 32,043.07

Professional Fees - Acct/Legal \$ 327.54, Program Supplies \$ 1,498.65, Telephone \$ 468.65, Postage & Shipping \$ 93.73, Occupancy \$ 233.81 Rent \$ 1,872.54, General Insurance \$ 374.92, Utilities \$ 468.65 Rental/Maintenance of Equipment \$ 327.54, Mileage Reimbursement \$ 842.54, Membership Dues \$ 93.73 Licensing Fees \$ 140.08, SUBTOTAL OPERATING EXPENSES: \$ 6,742.38

Administrative Overhead \$ 3,829.54 SUBTOTAL INDIRECT COST: \$ 3,829.54

Grand Total**** \$ \$42,615.00Services in Morgan Hill/ San Martin

\$42,615.00 for Services in Gilroy:

A C Personnel Costs Case Manager (0.5 FTE) \$ 24,648.52 - Payroll Taxes \$ 1,971.88
Employee Benefits \$5,422.67 SUBTOTAL PERSONNEL COST: \$ 32,043.07

Professional Fees - Acct/Legal \$ 327.54, Program Supplies \$ 1,498.65, Telephone \$ 468.65,
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Utilities \$ 468.65 Rental/Maintenance of Equipment \$ 327.54, Mileage Reimbursement \$ 842.54,
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6,742.38

Administrative Overhead \$ 3,829.54 SUBTOTAL INDIRECT COST: \$ 3,829.54

Grand Total**** \$ \$42,615.00Services in Gilroy

EXPENSE ITEMS PREVENTION, EDUCATION AND TRAINING SERVICES Morgan Hill | San
Martin Schools Direct Costs* Operating Expenses** Indirect Costs *** (7% of budget)

In Exhibit D: Payment Schedule will be extended to add:

Months	Invoice Deadline
July 1, 2022-September 30, 2022	October 7, 2022
October 1, 2022 -December 31, 2022	January 7, 2023
January 1, 2023- March 31, 2023	April 7, 2023
April 1, 2023 -June 30, 2022	June 20, 2023

3. [ARTICLE 3. SERVICES TO BE PERFORMED BY CONSULTANT, Section A. Specific Services EXHIBIT B (Scope of work), and EXHIBIT C (Milestone Schedule)] of the Original Agreement shall be amended to read as follows:

Exhibit "B" SCOPE OF WORK

CONSULTANT Community Solutions will coordinate and provide services outlined and reporting data outlined below, necessary for program evaluation, monthly progress and quarterly financial reporting utilizing Program Activity Report (PAR), Units of Service Workbook (OUS) report and invoicing format, to the City of Gilroy in a timely matter. This program is part of the South County THRIVE (Transformation and Hope, Resiliency, Integrity, Voice & Engagement) Project, in effort to reduce juvenile delinquent behaviors, prevent and reduce recruitment of youth into gangs and prevent and reduce youth violence in South Santa Clara County. Service delivery time frame: July 1, 2022-June 30, 2023.

CONSULTANT Community Solutions shall complete the following services in Morgan Hill/ San Martin, California:

1. Implementation of minimally three (3) cultural program groups utilizing: The National Compadres Network Curriculums, such as 12-week El Joven Noble, Xinachtli Rights of Passage and/or Cara Y Corazon; and/or Life Skills Programs, such as Why Try or BOTVIN support groups. In selected Morgan Hill Unified School District (MHUSD) schools, as needed/ recommended by MHUSD and SCYTF. A minimum of 6 unduplicated clients per group. A minimum of 41 unduplicated individuals served.

2. Restorative Justice Framework and Leading Circles - To support development of circles for youth, school, community-based, government staff and/or parents (i.e. relationship building, introduction or values circles, healing, trauma-informed, restorative justice, etc.) using evidence-based practices and curricula for youth, staff, community who have a desire for additional support, build rapport and/or are in need of a safe space. A minimum of 41 individuals to be served.

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6. Conduct Outreach and Engagement Activities in Morgan Hill/San Martin schools located in identified hot spot schools and/or feeding neighborhoods:

-To build rapport with youth in identified neighborhoods with higher disparities, to introduce services, opportunities for self-referral, and invitation to participate in SCYTF services/activities.

- Outreach includes Telehealth/face-to-face introductions, ‘get-to-know you’ activities before/after school, during lunch breaks, and if the school allows, during class time, and during relatable late evening pro-social activities, as deemed appropriate

7. Participate in Monthly Technical Team, Multi-Disciplinary Team (MDT) meetings and lead or co-chair one or more Tech Team subcommittees.

8. A total of 92+ unduplicated youth to be served through programming utilizing Units of Service (UOS) workbooks.

CONSULTANT Community Solutions shall in Gilroy:

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8. A total of 92+ unduplicated youth to be served through programming utilizing Units of Service (UOS) workbooks.

A. Due to COVID-19, the delivery and implementation of programs and services will be adapted to follow the current Santa Clara County Health Order and Mandated Directives until it is lifted. Services may include supporting the SCYTF emergency response and coordination of services and needs under COVID-19.

B. Quarterly invoicing will include direct expenses for reimbursement, such as allowable overhead and supervision, direct expenses, i.e. cell phone and mileage reimbursement for positions, wages, supplies, training, costs for pro-social activities and healthy food expenses. Any additional direct expenses will not be reimbursed by the CITY.

C. Case Management services: Must provide a client list (First Initial and Last Initial) that includes the following:

- i. Name of youth served;
- ii. Include assigned Probation File Numbers for Youth (if applicable);
- iii. Date of birth of youth served;
- iv. Start date of when youth started receiving services;
- v. End date of when youth stopped receiving services;
- vi. ZIP Code of youth served (if available);
- vii. Ethnicity of youth served (if available); and
- viii. Hours of service per youth by activity type.

D. Groups: Use of Sign-In sheets to track participation, Units of Service Reports, and prepost surveys.

E. Will partner with the City of Gilroy, the South County Technical Team and local community partners to further the goal and efforts of building a restorative community and preventing and de-escalating youth violence and anti-social behaviors in South County;

F. Population to be served: children and young adults (Youth between the ages of 10-24 (any gender or non-binary), who reside or attend school in South County (zip code areas 95037, 95046, and 95020) and can fall in one or more of the following categories:

- I. At Promise (At-Risk) Youth”: Defined as youth who live in or attend schools in low-socio economic areas, referred to as “Hot Spots” within the first Strategic Plan that exhibit Stability Needs; Potential Harm to Self or Others; Offending Behavior; Trauma History/ Lack of Healthy Coping Abilities and Re-Victimization Risk,
- II. High–Promise (High-Risk) Youth: Defined as youth exhibiting high risk behavior(s) related to gang lifestyles, re-offending and/or participating in gang intimidation or behaviors associated with violence. This category distinguishes from “at-risk” population in that it generates additional characteristics demonstrating social-risk factors and level of intensity.
- III. “Youth who demonstrate to be severely impacted/gang intentional”: Social circle is integrated into intergenerational gang-membership environment and/or affected by intergenerational drug use youth self-identified, and/or are arrested for gang-related incidents or acts of violence through the justice system.

IV. Parents of youth and/or community members who reside in Morgan Hill, San Martin and Gilroy areas of higher disparities: As identified by the SCYTF Strategic Plan(s) for community civic-engagement, community-building and organizing efforts.

V. School Providers: School staff and districts who identify themselves as needing support, services and wish to integrate relevant SCYTF supports and trainings into schools, build staff's competencies who are working with youth displaying various signs of trauma and behavioral issues.

G. Case Management: Maintain a written and/or electronic individualized file for services regarding each client, document client's progress, assessment/service plan, within assigned service/program. Utilize retrospective surveys to measure effectiveness, and notify the City of problems encountered within assigned service/program.

H. Have the needed level of flexibility to attend necessary meetings, including monthly South County Leadership Meetings, Technical Team meetings and impromptu climate and crisis meetings; and have ability to work weekends for important or large events and evenings as deemed necessary to carry out successful coordination of project services; staying within a 40 hour work week.

J. Complete Service Delivery Calendars: To help maximize collaborative efforts with all South County agencies, the Consultant will submit calendars documenting services being rendered at different time frames, location(s) and service day(s), to the City by the 7th of each month (no need to resend if there are no new changes).

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

a. Locations of services will occur at the identified schools, community hubs, hot-spot parks libraries, and other community locations, as deemed appropriate per client need. Contact of client and transportation must follow County and City procedures.

Exhibit "C" MILESTONE SCHEDULE

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

Due to COVID-19, the delivery and implementation of programs and services will be adapted to follow the current Santa Clara County Health Order and Mandated Directives until it is lifted. Services may include supporting the SCYTF emergency response and coordination of services and needs under COVID-19.

July 2022

- On-going two curriculum-based groups are held weekly in Morgan Hill and Gilroy identified school sites.

- Individual Case Management services provided

- Outreach and Engagement, based on COVID restrictions and program needs

- SCYTF Technical Team Meeting

- SCYTF Multi-Disciplinary Team meeting

August 2022

- On-going two curriculum-based groups are held weekly in Morgan Hill and Gilroy identified school sites.

- Individual Case Management services provided

- Outreach and Engagement, based on COVID restrictions and program needs

- SCYTF Technical Team Meeting

- SCYTF Multi-Disciplinary Team meeting

September 2022

- Implementation and on-going curriculum-based groups are held weekly - one in Morgan Hill and one in Gilroy identified school sites

- Individual Case Management services provided

- Outreach and Engagement: Based on COVID restrictions and/or program need,- SCYTF Technical Team Meeting and Policy Team Meeting

- SCYTF Multi-Disciplinary Team meeting

October 2022

- Implementation and on-going curriculum-based groups are held weekly - one in Morgan Hill and one in Gilroy identified school sites.

- Individual Case Management services provided

- Outreach and Engagement Activity, National Night Out, Beautiful Day weekend event, LATI event

- SCYTF Technical Team Meeting

- SCYTF Multi-Disciplinary Team meeting

November 2022

-On-going curriculum-based groups are held weekly in Morgan Hill and Gilroy identified school sites.

-Individual Case Management services provided

- Outreach and Engagement Activity. Based on program needs/COVID restrictions

- SCYTF Technical Team Meeting and Policy Team Meeting

- SCYTF Multi-Disciplinary Team meeting

- Implementation of Restorative Justice Framework and Leading Circles

December 2022

-On-going for curriculum-based groups in Morgan Hill and Gilroy identified school sites.

-Individual Case Management services provided

- Outreach and Engagement - Christmas Event with Fire Department

- SCYTF Technical Team Meeting

- SCYTF Multi-Disciplinary Team meeting

January 2023

Implementation for two curriculum-based groups are held weekly - one in Morgan Hill and one in Gilroy identified school sites.

-Individual Case Management services provided

- Outreach and Engagement - Morgan Hill Values Youth Event booth, based on COVID restrictions, may change as deemed needed.

- SCYTF Technical Team Meeting and Policy Team Meeting

- SCYTF Multi-Disciplinary Team meeting

February 2023

- Implementation for two curriculum-based groups are held weekly in Morgan Hill and Gilroy identified school sites.

- Individual Case Management services provided

- Implementation of Restorative Justice Framework and Leading Circles

- Outreach and Engagement BBQ in the park, based on COVID restrictions, may change as deemed needed.

- SCYTF Technical Team Meeting

- SCYTF Multi-Disciplinary Team meeting with MHUSD

March 2023

- On-going two curriculum-based groups are held weekly in Morgan Hill and Gilroy identified school sites.

- Individual Case Management services provided

- Outreach and Engagement Activity based on program needs, per COVID restrictions

- SCYTF Technical Team Meeting and Policy Team Meeting

- SCYTF Multi-Disciplinary Team meeting

April 2023

- On-going two curriculum-based groups are held weekly in Morgan Hill and Gilroy identified school sites.

- Individual Case Management services provided

- Outreach and Engagement Spring Break Party in the Park and Dia del Nino, may change due to COVID restrictions.

- SCYTF Technical Team Meeting

- SCYTF Multi-Disciplinary Team meeting with MHUSD

May 2023

- Implementation of two curriculum-based groups held weekly in Morgan Hill and Gilroy identified school sites.

- Individual Case Management services provided

- Outreach and Engagement: Based on COVID restrictions and/program need and Resiliency Festival,

- SCYTF Technical Team Meeting and Policy Team Meeting

- SCYTF Multi-Disciplinary Team meeting

June 2023

- On-going two curriculum-based groups are held weekly in Morgan Hill and Gilroy identified school sites.

- Individual Case Management services provided

- Outreach and Engagement, based on COVID restrictions and program needs

- SCYTF Technical Team Meeting

- SCYTF Multi-Disciplinary Team meeting

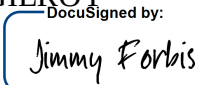
This Amendment shall be effective on [July 1, 2022]

4. Except as expressly modified herein, all of the provisions of the Original Agreement shall remain in full force and effect. In the case of any inconsistencies between the Original Agreement and this Amendment, the terms of this Amendment shall control.

5. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

CITY OF GILROY

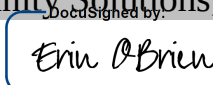
By:  [signature]

[Jimmy Forbis]

[City Administrator, City of Gilroy]

Date: 6/15/2022

[Community Solutions]

By:  [signature]

[Erin O'Brien]

[Chief Executive Officer]

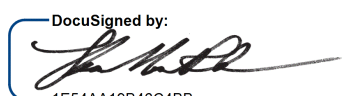
Date: 6/15/2022

Approved as to Form

 [signature]

City Attorney

ATTEST:

 [signature]

City Clerk

THIRD AMENDMENT TO AGREEMENT FOR SERVICES

WHEREAS, the City of Gilroy, a municipal corporation ("City"), and Community Solutions entered into that certain agreement entitled AGREEMENT FOR SERVICES, effective on [10/1/2020], hereinafter referred to as "Original Agreement"; and

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

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

1. The first paragraph of Article 1 (Term of Agreement) of the Original Agreement shall be amended to read as follows:

"This Amendment will become effective on October 1, 2020 and continue in effect through June 30, 2024 unless terminated in accordance with the provisions of **Article 7** of this agreement.

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

"In consideration for the services to be performed by CONSULTANT, CITY agrees to pay CONSULTANT the amounts set for in Exhibit "D" ("Payment Schedule"). In no event however shall the total compensation paid to CONTRACTOR exceed \$401,800

3. Exhibits "B", "C" and "D" of the Original Agreement shall be replaced with the Exhibits "B", "C" and "D" attached to this Amendment.

4. Except as expressly modified herein, all of the provisions of the Original Agreement shall remain in full force and effect. In the case of any inconsistencies between the Original Agreement and this Amendment, the terms of this Amendment shall control.

5. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

CITY OF GILROY

By: _____

[signature]

[Jimmy Forbis]

[City Administrator, City of Gilroy]

[Community Solutions]

By: _____

[signature]

[Erin O'Brien]

[Executive Director]

Date: _____

p. 305 of 384

Date: _____

Approved as to Form

ATTEST:

City Attorney

City Clerk

EXHIBIT “B”
SCOPE OF SERVICES
PER “THIRD AMENDMENT TO AGREEMENT FOR SERVICES” THIS REVISED
SCOPE OF SERVICES REPLACES THE SCOPE OF SERVICES THAT WAS
INCLUDED IN THE ORIGINAL AGREEMENT:

CONSULTANT Community Solutions will coordinate and provide services outlined and reporting data outlined below, necessary for program evaluation, monthly progress and quarterly financial reporting utilizing Program Activity Report (PAR), Units of Service Workbook (OUS) report and invoicing format, to the City of Gilroy in a timely matter. This program is part of the South County THRIVE (Transformation and Hope, Resiliency, Integrity, Voice & Engagement) Project, in effort to reduce juvenile delinquent behaviors, prevent and reduce recruitment of youth into gangs and prevent and reduce youth violence in South Santa Clara County. Service delivery time frame: October 1, 2020 - June 30, 2024

CONSULTANT Community Solutions shall complete the following services in Gilroy, Morgan Hill and San Martin, California:

1. Implementation of minimally twenty four (24) cultural program groups utilizing: The National Compadres Network Curriculum, such as 12-week El Joven Noble, Xinachtli Rights of Passage and/or Cara Y Corazon; and/or Life Skills Programs, such as Why Try or BOTVIN support groups. In selected Morgan Hill Unified School District (MHUSD), Gilroy Unified District schools and in identified hot-spot locations, as needed/ recommended by GUSD, MHUSD and SCYTF. A minimum of 6 unduplicated clients per group. A minimum of 352 unduplicated individuals served.
2. Restorative Justice Framework and Leading Circles - To support development of circles for youth, school, community-based, government staff and/or parents (i.e. relationship building, introduction or values circles, healing, trauma-informed, restorative justice, etc.) using evidence-based practices and curricula for youth, staff, community who have a desire for additional support, build rapport and/or are in need of a safe space. A minimum of 270 individuals to be served.
3. Case Management (Life Coaching) and Intervention Support Services of referred youth. A minimum 80 unduplicated clients. Clients will receive weekly sessions up to 6 months. Telehealth and/or face to face.
4. Provide Linkage and Referral to other community and county assets and resources.
5. Secondary Crisis Response and Intervention Support – when schools re-open, have an office space at identified school sites to support SCYTF MHUSD and GUSD school partners and maintain a positive, restorative and safe school culture as referred by SCYTF, school personnel and by self-referral. Crisis Response and Intervention Support can happen before, during or after school, and/ or in the community. To encourage, youth attend and engage in distant learning and in-person school, contractor will support youth and monitor youth with attendance and/or class and homework assignments. Contractor shall check attendance records and/or class and homework assignment logs for identified at risk youth that are part of groups, restorative circles and for all case management 1:1 services, minimally once a month, through the duration of the services and based on school representative follow-up of two months following the service. Contractor will help

- encourage and support communication between youth and their family and the school, should the youth or family have additional needs.
6. Conduct Outreach and Engagement Activities in Gilroy, Morgan Hill and San Martin schools located in identified hot spot schools and/or feeding neighborhoods:
 - i. To build rapport with youth in identified neighborhoods with higher disparities, to introduce services, opportunities for self-referral, and invitation to participate in SCYTF services/activities.
 - ii. Outreach includes Telehealth/face-to-face introductions, ‘get-to-know you’ activities before/after school, during lunch breaks, and if the school allows, during class time, and during relatable late evening pro-social activities, as deemed appropriate.
 7. Participate in Monthly Technical Team, Multi-Disciplinary Team (MDT) meetings and lead or co-chair one or more Tech Team subcommittees
 8. A total of 768+ unduplicated youth to be served through programming utilizing Units of Service (UOS) workbooks.
 9. A total of 4,000+ contacts via large community events such as National Night Out, Party in the Park, health and school resource fairs.
 - A. Quarterly invoicing will include direct expenses for reimbursement, such as allowable overhead and supervision, direct expenses, i.e. cell phone and mileage reimbursement for positions, wages, supplies, training, costs for pro-social activities and healthy food expenses. Any additional direct expenses will not be reimbursed by the CITY.
 - B. Case Management services: Must provide a client list (First Initial and Last Initial) that includes the following:
 - i. Name of youth served;
 - ii. Include assigned Probation File Numbers for Youth (if applicable);
 - iii. Date of birth of youth served;
 - iv. Start date of when youth started receiving services;
 - v. End date of when youth stopped receiving services;
 - vi. ZIP Code of youth served (if available);
 - vii. Ethnicity of youth served (if available); and
 - viii. Hours of service per youth by activity type.
 - C. Groups: Use of Sign-In sheets to track participation, Units of Service Reports, and pre and post surveys.
 - D. Will partner with the City of Gilroy, the South County Technical Team and local community partners to further the goal and efforts of building a restorative community and preventing and de-escalating youth violence and anti-social behaviors in South County;
 - E. Population to be served: children and young adults (Youth between the ages of 10-24 (any gender or non-binary), who reside or attend school in South County (zip code areas 95037, 95046, and 95020) and can fall in one or more of the following categories:
 - i. At Promise (At-Risk) Youth”: Defined as youth who live in or attend schools in low-socio economic areas, referred to as “Hot Spots” within the first Strategic Plan that exhibit Stability Needs; Potential Harm to Self or Others; Offending Behavior; Trauma History/ Lack of Healthy Coping Abilities and Re-Victimization Risk,
 - ii. High-Promise (High-Risk) Youth: Defined as youth exhibiting high risk behavior(s) related to gang lifestyles, re-offending and/or participating in gang intimidation or behaviors associated with violence. This category distinguishes from “at-risk”

- population in that it generates additional characteristics demonstrating social-risk factors and level of intensity.
- iii. “Youth who demonstrate to be severely impacted/gang intentional”: Social circle is integrated into intergenerational gang-membership environment and/or affected by intergenerational drug use youth self-identified, and/or are arrested for gang-related incidents or acts of violence through the justice system.
 - iv. Parents of youth and/or community members who reside in Morgan Hill, San Martin and Gilroy areas of higher disparities: As identified by the SCYTF Strategic Plan(s) for community civic-engagement, community-building and organizing efforts.
 - v. School Providers: School staff and districts who identify themselves as needing support, services and wish to integrate relevant SCYTF supports and trainings into schools, build staff’s competencies who are working with youth displaying various signs of trauma and behavioral issues.
- F. Case Management: Maintain a written and/or electronic individualized file for services regarding each client, document client's progress, assessment/service plan, within assigned service/program. Utilize retrospective surveys to measure effectiveness and notify the City of problems encountered within assigned service/program.
- G. Have the needed level of flexibility to attend necessary meetings, including monthly South County Leadership Meetings, Technical Team meetings and impromptu climate and crisis meetings; and have ability to work weekends for important or large events and evenings as deemed necessary to carry out successful coordination of project services; staying within a 40 hour work week.
- H. Complete Service Delivery Calendars: To help maximize collaborative efforts with all South County agencies, the Consultant will submit calendars documenting services being rendered at different time frames, location(s) and service day(s), to the City by the 7th of each month (no need to resend if there are no new changes).
- I. Transport of Clients: Transportation can only occur after all necessary insurance(s) have been completed and insurances and waivers meet all necessary insurance guidelines. One-to-one driving is not allowed. Staff and youth in transport must be of the same gender, or there may be another staff member in the car of the opposite gender. This may include City of Gilroy staff. A guardian/parental permission slip must be signed each time a youth enters a Contractor’s vehicle. If transportation occurs under life coaching/case management, all intake paperwork must be up to date and the two-to-one ratio must be enforced
- i. Locations of services will occur at the identified schools, community hubs, hot-spot parks libraries, and other community locations, as deemed appropriate per client need. Contact of client and transportation must follow County and City procedures.

EXHIBIT “C” MILESTONE SCHEDULE

PER “THIRD AMENDMENT TO AGREEMENT FOR SERVICES” THIS REVISED MILESTONE SCHEDULE REPLACES THE MILESTONE SCHEDULE THAT WAS INCLUDED IN THE ORIGINAL AGREEMENT:

CONSULTANT will utilize 1.0 FTE Case Manager/Peer Partner and .75 intern to implement program services. The Case Manager/Peer Partner, assigned to this work will have experience with the target population for this program, and will be trained and certified in National Compadres Network curriculums, El Joven Noble, Cara y Corazon, RJP and Raising Children with Pride. Job duties include case management, outreach and engagement and facilitation/coordination of curriculum-based groups at identified schools, and Restorative Justice Practices/Circle Dialogues, support positive school campus interactions on school site.

THRIVE staff will be supervised by a Clinical Program Manager (PM) for THRIVE who will represent our agency on the South County Technical Team. The PM will ensure contract compliance and complete the reports. Marianne Marafino, Division Director will oversee the program.

Any youth identified as needing case management or mental health services will be scheduled for a one-on-one meeting with a case manager and the youth's parents, if appropriate. It is projected that eligible youth already receiving case management services from CONSULTANT will be engaged and recruited to participate in THRIVE summer activities during the project performance period. Frequency of case management sessions will be determined based on the youth's needs. Case managers/Peer Partners will make referrals for mental health services and assist the youth in accessing them if needed.

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

1. QUARTER 1: OCTOBER 1-31, 2020 (FY 20-21)

- Implementation and on-going curriculum-based groups are held weekly - one in Morgan Hill and one in Gilroy identified school sites
- Individual Case Management services provided
- Community Outreach and Engagement Activity
- SCYTF Technical Team Meeting
- SCYTF Multi-Disciplinary Team Meeting

2. QUARTER 2: NOVEMBER 1, 2020-JANUARY 31, 2021 (FY 20-21)

- Implementation and on-going curriculum-based groups are held weekly - one in Morgan Hill and one in Gilroy identified school sites
- Individual Case Management services provided
- Outreach and Engagement Activity
- SCYTF Technical Team Meeting
- SCYTF Multi-Disciplinary Team Meeting

3. QUARTER 3: FEBRUARY 1, 2021-APRIL 30, 2021 (FY 20-21)

- Implementation for two curriculum-based groups are held weekly - one in Morgan Hill and one in Gilroy identified school sites or in community location
 - Individual Case Management services provided
 - Outreach and Engagement - Morgan Hill Values Youth Event booth
 - SCYTF Technical Team Meeting and Policy Team Meeting
 - SCYTF Multi-Disciplinary Team Meeting
4. **QUARTER 4: MAY 1, JUNE 30, 2021 (FY 20-21)**
 - On-going two curriculum-based groups are held weekly in Morgan Hill and Gilroy identified school sites.
 - Individual Case Management services provided
 - Outreach and Engagement: Spring Break Party in the Park and Dia Del Nino
 - SCYTF Technical Team Meeting
 - SCYTF Multi-Disciplinary Team Meeting
 5. **QUARTER 5: JULY 1, 2021-AUGUST 30, 2021 (FY 21-22)**
 - On-going two curriculum-based groups are held weekly in Morgan Hill and Gilroy identified school sites
 - Individual Case Management services provided
 - Outreach and Engagement
 - SCYTF Technical Team Meeting
 - SCYTF Multi-Disciplinary Team Meeting
 6. **QUARTER 6: SEPTEMBER 1, 2021- OCTOBER 31, 2021 (FY 21-22)**
 - Implementation and on-going curriculum-based groups are held weekly - one in Morgan Hill and one in Gilroy identified school sites
 - Individual Case Management services provided
 - Outreach and Engagement
 - SCYTF Technical Team Meeting and Policy Team Meeting
 - SCYTF Multi-Disciplinary Team meeting
 7. **QUARTER 7: NOVEMBER 1, 2021-JANUARY 31, 2022 (FY 21-22)**
 - On-going curriculum-based groups are held weekly in Morgan Hill and Gilroy identified school sites
 - Individual Case Management services provided
 - Outreach and Engagement Activity. Based on program needs
 - SCYTF Technical Team Meeting and Policy Team Meeting
 - SCYTF Multi-Disciplinary Team Meeting
 - Implementation of Restorative Justice Framework and Leading Circles
 8. **QUARTER 8: FEBRUARY 1, 2022-APRIL 30, 2022 (FY 21-22)**
 - Implementation for two curriculum-based groups are held weekly in Morgan Hill and Gilroy identified school sites
 - Individual Case Management services provided
 - Implementation of Restorative Justice Framework and Leading Circles
 - Outreach and Engagement
 - SCYTF Technical Team Meeting
 - SCYTF Multi-Disciplinary Team Meeting
 9. **QUARTER 9 MAY 1, 2022-JUNE 30, 2022 (FY 21-22)**
 - Implementation of two curriculum-based groups held weekly in Morgan Hill and Gilroy identified school sites

- Individual Case Management services provided
- Outreach and Engagement: Based on program need
- SCYTF Technical Team Meeting and Policy Team Meeting
- SCYTF Multi-Disciplinary Team Meeting

10. QUARTER 10 JULY 2022- SEPTEMBER 2022 (FY 22-23)

- Implementation and on-going curriculum-based groups are held weekly -one in Morgan Hill and one in Gilroy identified school sites
- Individual Case Management services provided
- Outreach and Engagement: Based on program need
- SCYTF Technical Team Meeting and Policy Team Meeting
- SCYTF Multi-Disciplinary Team Meeting

11. QUARTER 11: OCTOBER 1, 2022-DECEMBER 31, 2022 (FY 22-23)

- Implementation and on-going curriculum-based groups are held weekly - one in Morgan Hill and one in Gilroy identified school sites
- Individual Case Management services provided
- Outreach and Engagement Activity
- SCYTF Technical Team Meeting
- SCYTF Multi-Disciplinary Team Meeting
- Implementation of Restorative Justice Framework and Leading Circles

12. QUARTER 12: JANUARY 1, 2023- MARCH 31, 2023 (FY 22-23)

- On-going curriculum-based groups are held weekly in Morgan Hill and Gilroy identified school sites.
- Individual Case Management services provided
- Outreach and Engagement Activity. Based on program needs/COVID restrictions
- SCYTF Technical Team Meeting and Policy Team Meeting
- SCYTF Multi-Disciplinary Team meeting
- Implementation of Restorative Justice Framework and Leading Circles

13. QUARTER 13: APRIL 1, 2023-JUNE 30, 2023 (FY 22-23)

- On-going for curriculum-based groups in Morgan Hill and Gilroy identified school sites
- Individual Case Management services provided
- Outreach and Engagement
- SCYTF Technical Team Meeting
- SCYTF Multi-Disciplinary Team Meeting
- Implementation of Restorative Justice Framework and Leading Circles

14. QUARTER 14 JULY 2023- SEPTEMBER 2023 (FY 23-24)

- On-going for curriculum-based groups in Morgan Hill and Gilroy in identified school sites/or in the community
- Individual Case Management services provided
- Outreach and Engagement
- SCYTF Technical Team Meeting
- SCYTF Multi-Disciplinary Team Meeting
- Implementation of Restorative Justice Framework and Leading Circles

15. QUARTER 15: OCTOBER 1, 2023-DECEMBER 31, 2023 (FY 23-24)

- On-going for curriculum-based groups in Morgan Hill and Gilroy in identified school sites/ or in the community
- Individual Case Management services provided

- Outreach and Engagement - Christmas event with SCYTF
- SCYTF Technical Team Meeting
- SCYTF Multi-Disciplinary Team Meeting
- Implementation of Restorative Justice Framework and Leading Circles

16. QUARTER 16: JANUARY 1, 2024-MARCH 31, 2024 (FY 23-24)

- On-going for curriculum-based groups are held weekly in Morgan Hill and Gilroy in identified school sites/or in the community
- Outreach and Engagement
- SCYTF Technical Team Meeting
- SCYTF Multi-Disciplinary Team Meeting
- Implementation of Restorative Justice Framework and Leading Circles

17. QUARTER 17: APRIL 1, 2024-JUNE 30, 2024 (FY 23-24)

- On-going curriculum-based groups are held weekly in Morgan Hill and Gilroy in identified school sites/or in the community
- Individual Case Management services provided
- Outreach and Engagement Activity. Based on program needs
- SCYTF Technical Team Meeting and Policy Team Meeting
- SCYTF Multi-Disciplinary Team Meeting
- Implementation of Restorative Justice Framework and Leading Circles

EXHIBIT “D”**PAYMENT SCHEDULE**

PER “THIRD AMENDMENT TO AGREEMENT FOR SERVICES” THIS REVISED PAYMENT SCHEDULE REPLACES THE PAYMENT SCHEDULE THAT WAS INCLUDED IN THE ORIGINAL AGREEMENT:

- A. Compensation to CONSULTANT Community Solutions shall be contingent upon successful completion of the services outlined in EXHIBIT B, SCOPE OF SERVICES. A statement of all professional services outlined under this AGREEMENT shall be prepared by CONSULTANT Community Solutions and submitted to the City of Gilroy on or before the eighth (8th) day of the month, following the billing time, following completion of each of the Services identified in EXHIBIT B. If the services have been completed to the satisfaction of the City of Gilroy, the CITY shall make payment to the CONSULTANT within thirty (30) business days after receipt of the statement and approval thereof.
- B. The maximum amount of compensation to be paid to CONSULTANT under this AGREEMENT shall not exceed total budget: **\$401,800**. CONSULTANT to successfully complete the project within the 45 month period. Quarterly reimbursement will be based on work completed, per budget specifications.
- C. Any hours worked for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to CITY. All contract deliverables needed for payment are stated in Exhibit B and include the completion of an invoice, with relevant direct expenses back up, monthly narrative and statistical reporting to show measurement for successful targeted youth intervention, groups and pro-social activities in pre-designated areas.
- D. Invoices and back up will be submitted to the CITY, by the 8th day of the next month, as follows, with the expectation of the City funder requests the final invoice prior to the month's end. If the 8th falls on a weekend, reports and invoices are due the following Monday:

**Reporting Time Frame
Deadline**

Invoice

- | | |
|---|-------------------|
| 1. Quarter 1: October 1, 2020- October 31, 2020 | November 8, 2020 |
| 2. Quarter 2: November 1, 2020- January 31, 2021 | February 8, 2021 |
| 3. Quarter 3: February 1, 2021-April 30, 2021 | May 8, 2021 |
| 4. Quarter 4: May 1, 2021- June 30, 2021 | June 8, 2021 |
| 5. Quarter 5: July 1, 2021- August 31, 2021 | September 8, 2021 |
| 6. Quarter 6: September 1, 2021- October 31, 2021 | November 8, 2021 |
| 7. Quarter 7: November 1, 2021- January 31, 2022 | February 8, 2022 |
| 8. Quarter 8: February 1, 2022-April 30, 2022 | May 8, 2022 |

9. Quarter 9: May 1, 2022- June 30, 2022 June 20, 2022
10. Quarter 10: July 1,2022-September 30, 2022 October 8, 2022
11. Quarter 11 October 1, 2022-December 31,2022 January 8, 20 2023
12. Quarter 12: January 1, 2023-March 31, 2023 April 8, 2023
13. Quarter 13: April 1, 2023- June 30, 2023 June 20, 2023
14. Quarter 14: July 1,2023-September 30, 2023 October 8, 2023
15. Quarter 15 October 1, 2023-December 31,2023 January 8, 20 2024
16. Quarter 16: January 1, 2024-March 31, 2024 April 8, 2024
17. Quarter 17: April 1, 2024- June 30, 2024 June 20, 2024

E. Please allow up 30 business days between submittal of invoice and confirmed back up verification for the processing of payment. Invoices will be returned if necessary, back up is not attached and timing of check processing will be paused.

F. BUDGET - Community Solutions for Children, Families and Individuals Program: South County Youth Task Force

G. Total Project Budget **\$401,800**

A					
EXPENSE ITEMS	ORIGINAL CONTRACT TOTAL Quarters 1-5 FY 20-21	AMENDMENT 1 Quarters 6-9 FY 21-22	AMENDMENT 2 Quarters 10-13 FY 22-23	AMENDMENT 3 Quarters 14-17 FY 23-24	GRAND TOTAL
Direct Costs*					
Personnel Costs					
1 FTE Case Manager	\$50,680.00	\$46,072.00	\$65,286.41	\$67,805.48	\$229,843.89
Payroll Taxes	\$4,054.00	\$3,686.00	\$4,994.41	\$5,424.44	\$18,158.85
Employee Benefits	\$12,670.00	\$11,518.00	\$26,968.67	\$14,917.21	\$66,073.88
Subtotal Personnel Costs	\$67,404.00	\$61,276.00	\$97,249.49	\$88,147.13	\$314,076.62
Operating Expenses**					
Professional Fees - Acct/Legal	\$700.00	\$636.00	\$855.00	\$880.65	\$3,071.65
Program Supplies	\$3,200.00	\$2,910.00	\$2,204.60	\$2,270.73	\$10,585.33
Telephone	\$1,000.00	\$910.00	\$568.00	\$585.04	\$3,063.04
Postage & Shipping	\$200.00	\$182.00	\$20.00	\$20.60	\$422.60
Occupancy	\$500.00	\$454.00	\$3,410.00	\$3,512.30	\$7,876.30
Rent	\$4,000.00	\$3,636.00	\$3,000.00	\$3,090.00	\$13,726.00

General Insurance	\$800.00	\$728.00	\$585.00	\$602.55	\$2,715.55
Utilities	\$1,000.00	\$910.00	\$450.00	\$463.50	\$2,823.50
Rental/Maintenance of Equipment	\$700.00	\$636.00	\$170.00	\$175.10	\$1,681.10
Mileage Reimbursement	\$1,800.00	\$1,636.00	\$1,920.00	\$2,112.00	\$7,468.00
Membership Dues	\$200.00	\$182.00	\$83.00	\$85.49	\$550.49
Licensing Fees	\$300.00	\$272.00	\$55.00	\$56.65	\$683.65
Subtotal Operating Expenses	\$14,400.00	\$13,092.00	\$13,320.60	\$13,854.61	\$54,667.21
Indirect Costs ***					
Administrative Overhead	\$8,180.00	\$7,436.00	\$7,240.00	\$10,200.17	\$33,056.17
Subtotal Indirect Costs	\$8,180.00	\$7,436.00	\$7,240.00	\$10,200.17	\$33,056.17
Grand Total****	\$89,984.00	\$81,804.00	\$117,810.09	\$112,201.91	\$401,800.00



City of Gilroy

STAFF REPORT

Agenda Item Title: Adoption of a Resolution Approving a Budget Amendment in Fiscal Year 2023-24 Adding an Additional \$331,406 from the County of Santa Clara, District Attorney Office to the South County Youth Task Force Fund 227

Meeting Date: June 19, 2023
 From: Jimmy Forbis, City Administrator
 Department: Police
 Submitted By: Pedro Espinoza, Police Chief
 Prepared By: Patricia Vigil, Management Analyst

STRATEGIC PLAN GOALS

Ensure Neighborhood Equity from City Services

RECOMMENDATION

Adopt a resolution of the City Council of the City of Gilroy approving a budget amendment in Fiscal Year 2023-24 adding an additional \$331,406 in expenditures and offsetting revenue from the County of Santa Clara District Attorney's Office to the South County Youth Task Force Fund 227.

EXECUTIVE SUMMARY

Since Fiscal Year 2012-2013, the South County Youth Task Force (SCYTF) has initiated strategies, programs, and services focused on reducing violence by, and against, youth and their families in South Santa Clara County (South County). Utilizing a multi-year strategic plan, the SCYTF has traditionally secured funds from State and local sources to support the Task Force programs and services. In Fiscal Year 2018-2019 the SCYTF Policy Team engaged in discussions to secure future funding at the local level to support the ongoing efforts of the SCYTF. From those discussions, the County of Santa Clara (County) has allocated multiple-year funding to support SCYTF strategies, programs and services. The ongoing coordination of the SCYTF is provided through a partnership between the City of Gilroy and the County of Santa Clara. The City serves as the fiscal agent for the SCYTF, and the County of Santa Clara serves in

a leadership capacity to help set policy direction and seek funding for the SCYTF.

To receive the additional funding from the County to serve as the fiscal agent for the Task Force, City Council approval is required to approve a budget amendment to the Fiscal Year 2023-24 budget to accept and appropriate these funds.

BACKGROUND

Consisting of over 30 participating agencies, the SCYTF has utilized a multi-year strategic plan as a guiding document to unite the collective visions of the membership and to target priorities for the deployment of services and funding.

Funding and resources to support the SCYTF efforts have been secured from State and local grant funds and individual cash contributions from key SCYTF agencies and/or in-kind services and contributions from the SCYTF membership. Since 2012, the City of Gilroy has served as the lead coordinating agency for the SCYTF collaborative and serves as both administrative and fiscal agent for the SCYTF. In 2019 the County of Santa Clara assumed shared coordination and leadership of the SCYTF, with the City remaining as the fiscal agent. As a result, all cash funding awards and contributions continue to be accepted and administered by the City of Gilroy on behalf of the SCYTF.

ANALYSIS

In its FY24 adopted operating budget, the County of Santa Clara District Attorney's Office has allocated an additional \$331,406 to support the continuing efforts of the SCYTF. The District Attorney's Office prepared an amendment to the current service agreement and budget with the City of Gilroy as co-coordinator and fiscal administrator of the SCYTF funds. The term of the amendment agreement will commence July 1, 2023 and end on June 30, 2024. Through the budget amendment resolution, funding will be appropriated to the South County Youth Task Force Fund 227. Any unexpended funds at the end of the fiscal year may be carried over to the following fiscal year through a written request by the City and approval by the District Attorney's Office.

Budget amendment recommendation for FY24:

Account Code	Amount
2273000-52610	\$331,406
2273000-43125	

ALTERNATIVES

Reject approval of the budget amendment. This will result in not receiving an additional \$331,406 from the County for services to the residents of the City of Gilroy and the greater South County region. Staff does not recommend this alternative.

FISCAL IMPACT/FUNDING SOURCE

If approved, funds from the County of Santa Clara will increase funding sources and appropriations in the SCYTF Fund, Fund 227, for Fiscal Year 2024 by \$331,406.

The City of Gilroy's contribution to the SCYTF is the full-time SCYTF Coordinator position currently funded through the existing budget. There is no additional cost to the City as a result of the amendment.

Attachments:

1. Draft Resolution

RESOLUTION NO. 2023-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF GILROY AMENDING THE BUDGET FOR THE CITY
OF GILROY FOR FISCAL YEAR 2023-2024 IN THE
SOUTH COUNTY YOUTH TASK FORCE FUND AND
APPROPRIATING PROPOSED EXPENDITURE
AMENDMENTS**

WHEREAS, the City Administrator prepared and submitted to the City Council a budget for the City of Gilroy for Fiscal Years 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 a proposed amendment to said budget for Fiscal Year 2023-2024 for the City of Gilroy in the staff report dated June 19, 2023, for the South County Youth Task Force Fund, appropriating funding received from the County of Santa Clara, District Attorney Office and,

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

NOW, THEREFORE, BE IT RESOLVED THAT appropriations in the South County Youth Task Force Fund, Fund 227, is hereby increased by \$331,406 for Fiscal Year 2023-2024.

PASSED AND ADOPTED this 19th day of June 2023 by the following roll call vote:

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

APPROVED:

 Marie Blankley, Mayor

ATTEST:

 Thai Nam Pham, City Clerk



City of Gilroy

STAFF REPORT

Agenda Item Title: **Amendment to a Service Agreement with the County of Santa Clara Probation Department for the South County Youth Task Force Violence Prevention Services for FY 2024-2027**

Meeting Date: June 19, 2023
 From: Jimmy Forbis, City Administrator
 Department: Police
 Submitted By: Pedro Espinoza, Police Chief
 Prepared By: Patricia Vigil, Management Analyst

STRATEGIC PLAN GOALS

Ensure Neighborhood Equity from City Services

RECOMMENDATION

- a. Approve an amendment to the Service Agreement with the County of Santa Clara Probation Department for South County Youth Task Force Violence Prevention Programs; and
- b. Authorize the City Administrator to execute the Amendment to the Service Agreement and related documents.

EXECUTIVE SUMMARY

The City of Gilroy (City) currently receives funding from the County of Santa Clara (County) formalized through a service agreement between the City and County for the South County Youth Task Force (SCYTF) violence prevention programs that support services in East Gilroy. The agreement provides funding to support specified Santa Clara County Probation Department Neighborhood Safety Unit violence-prevention programs. This includes strategies and community pro-social services to East Gilroy at San Ysidro Park and Cesar Chavez Gym.

The agreement is administered by the Santa Clara County Probation Department Neighborhood Safety Unit and managed by the Gilroy Police Department. The County

desires to continue the partnership with the City of Gilroy and build on City and SCYTF community engagement with the residents of East Gilroy. The agreement provides an extension to provide the City of Gilroy with NSU funding for FY 2024, 2025, 2026, and 2027.

BACKGROUND

Since Fiscal Year 2017, the County of Santa Clara Probation Department has provided funding to the City of Gilroy to support youth and families who reside in East Gilroy. County funding is formalized through a service agreement between the County and City for the South County Youth Task Force. This agreement is administered by the Probation Department Neighborhood Safety Unit (NSU) and is managed by the Gilroy Police Department.

The primary goal of the NSU and its program strategy is to target specific neighborhoods and deliver specific services to increase community safety, build community capacity and leadership, prevent violence, and foster a sense of community cohesion by providing social opportunities. Services are currently staffed and delivered through the Gilroy Police Department and Gilroy Recreation Division.

The first agreement began in FY 2017-18 to provide funding through FY 2019-22. Per the existing agreement in FY 22-23, funding is scheduled to terminate on June 30, 2023.

ANALYSIS

It is the County of Santa Clara Probation Department Neighborhood Safety Unit's desire to continue the partnership with the City of Gilroy, building on the work and community engagement already with the residents of East Gilroy. Over the course of this past fiscal year, Santa Clara County officials have worked with Police Department staff to discuss funding opportunities for the continuation of funding for Fiscal Years 2024 and 2025.

The contract amendment proposed would authorize the revenue to pay for the below amounts, which are already included in the budgets for Fiscal Years 2024 and 2025.

Account Code	Amount
2223000-52610 (expenses)	\$80,050
2223000-50120 (expenses)	\$62,500
TOTAL	\$142,550
2223000-43125 (revenue)	\$142,550

ALTERNATIVES

Council may reject the contract amendment. This will prevent the City from receiving and using the additional \$142,550 each fiscal year from the County in its function as the fiscal agent for the SCYTF. Ultimately, services to the residents of East Gilroy would be reduced. Staff does not recommend this alternative.

FISCAL IMPACT/FUNDING SOURCE

If approved, funds from the County of Santa Clara will meet the amounts projected in the adopted biennial budget, NSU Fund (222), for the Fiscal Years 2024 and 2025 by \$142,550.

Attachments:

1. Amendment to Service Agreement FY24-FY27

COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT**This is an amendment to an existing Agreement**

Purchase Order Number:	4400008316	Amendment Number:	1	Effective Date (Will be the date executed by Authorized County Representative):	7/01/2023
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Maximum Financial Obligation (Prior to this Amendment):	\$ 172,550.00	Amended Maximum Financial Obligation (If dollar amount is changing):	\$ 742,750.00
Current Agreement End Date:	6/30/2023	New Agreement End Date:	6/30/2027

For County Use Only – SAP**REQ# 40035173**

	Account Assignment	Plant Number	General Ledger (Expense Code)	Cost Center (Dept Code)	Amount	WBS (Capital Project Code)	Internal Order (“PCA” code – optional)
Line 1	H	0246	5255500	3759	\$142,550		103033
Line 2	H	0246	5255500	3759	\$142,550		103033
Line 3	H	0246	5255500	3759	\$142,550		103033
Line 4	H	0246	5255500	3759	\$142,550		103033
Line 5	Select						

Parties to Agreement

Legal notices and invoices pertaining to this Agreement shall be sent to the appropriate contact person listed below. Notices shall be in writing and served either by personal delivery or sent by certified or registered mail, postage prepaid, addressed as follows. Notice shall be deemed effective on the date that the notice is personally delivered or, if mailed, three (3) days after deposit in the mail. Either party may designate a different person and/or address for the receipt of notices by sending written notice to the other party, which shall not require an amendment to this Agreement.

Contractor

Contractor Name (As Displayed In SAP):	City of Gilroy
Contact Person:	Jimmy Forbis
Street Address *:	7351 Rosanna Street
City, State, Zip *:	Gilroy, CA 95020
Telephone Number *:	(408) 846-0202
Email Address *:	Jimmy.Forbis@cityofgilroy.org
SCC Vendor Number (As Assigned In SAP):	1002322

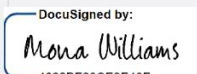
* To be completed for Independent Contractors Only – DO NOT COMPLETE FOR DEPENDENT CONTRACTORS

COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT**This is an amendment to an existing Agreement****County of Santa Clara**

Agency / Department:	Probation	Department Number: 0246
Program Manager or Contract Monitor Name:	Charmayne Moran	
Street Address:	840 Guadalupe Parkway	
City, State, Zip:	San Jose, CA 95110	
Telephone Number:	(408) 278-6227	
Fiscal Contact (Accounts Payable Contact):	ProAccountsPayable@pro.sccgov.org	
Contract Preparer:	Jennifer Wu (408) 435-2012	

Signatures

Amendment is not valid until signed by Contractor, County Counsel and the County Authorized Representative. The Agreement as amended constitutes the entire agreement of the parties concerning the subject matter herein and supersedes all prior oral and written agreements, representations and understandings concerning such subject matter. By signing below, signatory warrants and represents that he/she executed this Amendment in his/her authorized capacity, that he/she has the authority to bind the entity listed below to contractual obligations and that by his/her signature on this Amendment, the entity on behalf of which he/she acted, executed this Amendment.

Agency/Department Manager:	 DE8DD2D2BF6D4CF...	Date:	5/1/2023
Agency/Department Fiscal Officer:	 01F1FD4266FA443...	Date:	5/1/2023
County Counsel Approval as to Form and Legality: <i>(Signature required on all contracts before execution by Contractor or County Authorized Representative)</i>	 4839BF66CE9E40F...	Date:	4/28/2023
Contractor:	 FAB7DCFFD9254E3...	Date:	5/1/2023
County Authorized Representative: <i>(Procurement Department; President, Board of Supervisors; or Delegated Authority)</i>		Date:	
Office of the County Executive: <i>(Signature required when Board approved contract by a Delegation of Authority)</i>		Date:	
Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.	Attest: Tiffany Lennear Clerk of the Board of Supervisors <i>(Signature required when Board approved contract)</i>	Date:	

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COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT**This is an amendment to an existing agreement****Reason(s) for Amending the Service Agreement****Amend Term of Agreement**

During the term of this Agreement, Contractor has satisfactorily provided support for the youth and families who reside in East Gilroy; therefore, the Probation Department requests to extend this Agreement to secure continued services for FY24 - FY27

Or see Attachment A-1 as incorporated by this reference

**Amend Contract Specifics**

Note: A new Agreement should be created if the Scope of Services is significantly modified or expanded.

Attachment A-1 amends Section V "Contract Specifics" and includes previously agreed-upon terms. Changes as of the current amendment are denoted in boldfaced font.

Or see Attachment A-1 as incorporated by this reference

**Amend Maximum Financial Obligation**

A.	Maximum Financial Obligation prior to this Amendment: (Same as on page 1)	\$ 172,550
B.	Amount of increase or decrease: (Explain below)	\$ 570,200 (FY24-FY27)
C.	Revised Maximum Financial Obligation: (A +/- B will equal C)	\$ 742,750

Explanation of increase / decrease (include new payment terms if applicable):

During the term of this Agreement, Contractor has satisfactorily provided support for the youth and families who reside in East Gilroy; therefore, the Probation Department requests to extend this Agreement to secure funding for continued services.

Or see Attachment A-1 as incorporated by this reference

COUNTY OF SANTA CLARA – AMENDMENT TO SERVICE AGREEMENT

This is an amendment to an existing agreement

☒ Amend Standard Provisions

Or see Attachment _____ as incorporated by this reference
Or Section VI. Standard Provisions is replaced in its entirety by Attachment I

☐ Other (please explain below)

Or see Attachment _____ as incorporated by this reference

Contract History

Total financial obligation from prior fiscal year(s):	\$ 172,550 (FY23)
Financial obligation in current fiscal year:	\$ 570,200 (FY24-FY27)
Cumulative total of all agreements with this Contractor within Budget Unit for same type of services (including this amendment):	\$ 742,750

Insurance

- ☒ Insurance does not require changes
- ☐ Insurance Exhibit is replaced by Exhibit B _____ attached and incorporated by this reference.

Section V: Contract Specifics

Amended text (as of this amendment) is denoted below in **BOLDFACED** font.

A. Service Description and Expected Outcome (Scope of Service)

This Agreement is between the County of Santa Clara (“County”) and the City of Gilroy (“Contractor”) (together, the “Parties” and each a “Party”). Contractor agrees to establish a partnership between the Probation Department (“Probation”) Neighborhood Safety/Services Unit (NSU) and the South County Youth Task Force (SCYTF), to support the youth and families who reside in East Gilroy. This Agreement establishes a commitment on behalf of both the County and Contractor to work collaboratively to increase community safety, to build community capacity and leadership amongst residents, to increase economic development opportunities in the community, and to foster a sense of community cohesion by providing additional pro-social opportunities for East Gilroy residents. The purpose of this Agreement is to **explore, mobilize, engage, and build capacity of neighborhood leadership groups.**

Contractor’s responsibilities shall include the following:

1. Support the core group of Gilroy resident advisory leaders who are integrated into the advisory structure of the **SCYTF** through the SCYTF Technical Team and subcommittee participation. Contractor shall ensure these resident advisors are provided the opportunity to participate in SCYTF meetings, advise on ways to improve programming, and assist in resident outreach for SCYTF sponsored events.
2. **Strengthen and grow the number of resident leaders who serve the East Gilroy community by participating in violence prevention initiatives, in partnership with the NSU and the SCYTF. Resident leaders** shall work towards identifying, prioritizing, and implementing at least two community action projects per year, within the term of this Agreement. In an effort to avoid duplication of efforts, the community-based organization(s) and Contractor may choose to partner with other collaboratives, **including but not limited to the SCYTF California Accountability Communities for Health Initiative (CACHI) (SC HEALS!), the Public Health Department’s “Safe and Peaceful San Ysidro Park” initiative, and other related initiatives that strengthen and support the San Ysidro and surrounding East Gilroy neighborhoods.**
3. **By Quarter 2 of fiscal year (FY) 2024, submit a formal agreement, or charter, between resident leaders, the SCYTF and the NSU that clarifies roles and responsibilities, collaboration methods, and resident leadership goals and objectives. Update the formal agreement or charter by January 1st of each FY.**

Specifically, this agreement or charter document shall include the following elements:

- a. **Charter Elements must include the following:**

- i. **Vision, mission, goals and objectives;**
 - ii. **List of individuals who participate and agree to the goals of the NSU/SCYTF/East Gilroy resident leadership objectives;**
 - iii. **Description of the decision-making process among resident leaders;**
 - iv. **Organizational structure (if applicable); and**
 - v. **Key strategies to reduce violence in the East Gilroy community.**
4. Support efforts to prevent violence in communities and on school campuses where East Gilroy youth attend or recreate, such as the planning and implementation of restorative practices and restorative justice activities, leadership development, and promotor-based initiatives.
5. Support the NSU Community Champion Celebration.
6. Provide pro-social opportunities for youth and families who reside in East Gilroy (see Table 1 – Pro-Social Activities - FY2024-FY2027 Deliverables).
 - a. All programming for pro-social activities and/or opportunities must be developed collaboratively through the work of residents **who reside in East Gilroy** and in collaboration with members of the SCYTF Technical Team.
 - b. Contractor may provide incentives for clients to successfully participate in programming **with prior approval from the County.**
7. Attend and participate in the NSU Advisory Committee meetings and annual retreats.
8. Collaborate with the County to implement a series of resident leadership workshops.
9. Support leadership and economic development activities.
10. Coordinate any food or beverages provided at community events and classes, if necessary, funded through this Agreement.
11. Assist the County in the collection of resident-level data, including the implementation of surveys and evaluation instruments and/or questionnaires to measure community cohesion, perception of safety, and satisfaction with community events/gatherings.
12. Administer NSU Pre- and Post-workshop surveys and track unduplicated residents engaged in pro-social services.

B. Deliverables, Milestones, and Timeline for Performance

1. Contractor will maintain a written and electronic individualized file on each client, document client's progress within assigned service/program and notify Probation Staff of client's progress and/or problems encountered within assigned service/program, including by having clients complete Attachment B, "NSU Enrollment Form."
2. Contractor must work with the County's evaluation staff and consultants to collect data as required by the County:

Attachment A-1
Contract Specifics, Section V
City of Gilroy, SCYTF (NSU) – FY24-FY27

- a. Assist in supporting and implementing the goals of the County, including the outcome measures, as determined by the County’s evaluation consultants.
3. Contractor must provide County with a Quarterly Narrative Report which details the status of the contract components using a template provided by the County, Attachment **C-1** “Quarterly Narrative Report.” Once the Quarterly Narrative Report format is approved by the County, Contractor must submit it quarterly to the County, for contents approval in accordance with the following schedule:

Quarter	Report Period	Due Date
1	July 1- September 30	October 15
2	October 1 – December 31	January 15
3	January 1-March 31	April 15
4	April 1 – June 30	July 1

4. Contractor must submit a Monthly Invoice and Expenditure and Performance Report (Attachment **D-1**, “Monthly Invoice and Expenditure and Performance Report”) to the County by the 15th calendar day of each month, with the exception of the June invoice which must be submitted by July 1st.
5. Contractor must provide County with a Monthly Activity Report (Attachment **E-1**, “Monthly Activity Report”), as provided by NSU, to ensure deliverables are on track.
 - a. The Activity Report must be submitted with the monthly Invoice and Expenditure and Performance Report by the by the 15th calendar day of each month, with the exception of the June report which must be submitted by July 1st for invoice processing.
6. The monthly invoices, performance reports, activity reports, client surveys/lists and the Quarterly Narrative Reports must be submitted by email to the following addresses: Charmayne.Moran@pro.sccgov.org, Ashley.Eng-Marsh@pro.sccgov.org, ProAccountsPayable@pro.sccgov.org, and Pro-CGU@pro.sccgov.org.
7. Upon the County’s determination that the Contractor cannot perform services outlined in this Agreement in person due to unique/unanticipated circumstances (e.g., natural disaster or pandemic), the County may request in writing that the Contractor provide services remotely, including through means such as teleconferencing and videoconferencing that are secure and approved by the County.
 - a. If services are to be furnished remotely, the County shall preapprove in writing any teleconferencing or videoconferencing platform before the Contractor begins providing remote services.
8. Deliverables and milestones are subject to change, as mutually agreed-upon by Contractor and County. The deliverables and milestones related to scope of service items are as follows:

Attachment A-1
Contract Specifics, Section V
City of Gilroy, SCYTF (NSU) – FY24-FY27

Table 1 – Pro-Social Activities - **FY2024-FY2027** Deliverables

#	Deliverable	Description	Support Documentation Required for Reimbursement	Anticipated Completion Date	Frequency
1a	Strengthen and support growth of resident advisory group focused in East Gilroy and surrounding neighborhoods.	The purpose of the resident advisory group is to ensure resident voice is integrated into the work of the SCYTF. Resident leaders shall participate in SCYTF Technical Team meetings, advise on ways to improve programming, assist in resident outreach for SCYTF sponsored events and contribute to violence prevention initiatives focused in East Gilroy neighborhoods. The resident advisory group shall maintain a definition of membership, their vision, mission, and goals.	Paycheck stub/Timecards/ ADP Pay Roll Report	Ongoing	Monthly
1b	Submit an Annual Community Action Plan	Contractor shall assist the East Gilroy resident leadership group in establishing a Community Action Plan . Specific goals and objectives that are identified by East Gilroy resident leaders, defined in this action plan, shall be funded through this Agreement. Contractor shall ensure this action plan is in alignment with the resident leadership group established in East Gilroy. NSU will provide SCYTF with the Community Action Plan template.	Community Action Plan	October 20th of each year, final revision due by April 30th of each fiscal year.	Bi-Annually
2a	Maintain the SCYTF East Gilroy Subcommittee, which also serves as the NSU Implementation	The East Gilroy SCYTF subcommittee/NSU Implementation Team should consist of NSU staff, SCYTF partners (at least 2 Community Based Organizations), 1 City of Gilroy staff , and 1 East Gilroy resident.	Agenda, meeting notes, sign in sheet	Last meeting to be held by June of each fiscal year	Bi- Monthly

Attachment A-1
Contract Specifics, Section V
City of Gilroy, SCYTF (NSU) – FY24-FY27

	Team. This subcommittee/ team shall meet bi-monthly/a minimum of six times throughout the year.				
2b	Develop and submit the SCYTF East Gilroy Technical Team subcommittee/ NSU Implementation Team Charter/Work Plan	The purpose of this subcommittee Charter/ Work Plan is to align the work of the subcommittee members with the community action goals of the resident leadership group established in East Gilroy.	East Gilroy SCYTF Technical Team subcommittee/ NSU Implementation Team Charter/Action Plan	October of each fiscal year (initial Charter/ Work Plan)	Annually
2c	Develop a formal agreement or charter, between resident leaders, the SCYTF and NSU.	The purpose of this document/charter is to ensure clarity around the purpose and structure of resident leadership groups supported by the NSU. This document/charter shall include the following elements: a. A written decision-making process that is agreed to by all charter members. b. Description of organizational structure. c. Vision, goals and desired activities that will lead to reducing violence in the East Gilroy community. d. Strategies for sustainability and expanding the number of resident participants.	East Gilroy SCYTF Technical Team subcommittee/ NSU Implementation Team	December 30th of each year	Annually

Attachment A-1
Contract Specifics, Section V
City of Gilroy, SCYTF (NSU) – FY24-FY27

3a, 3a.1	Provide pro-social and/or group classes related to educational, health and wellness, safety and gang prevention related classes/workshops/presentations to East Gilroy residents	3a. Group classes, workshops, and presentations shall be located in East Gilroy/San Ysidro Comm. Center. A Gilroy resident shall be given priority (over non-Gilroy resident, private businesses) to teach a health and/or educational class or workshop. Incentives for residents to teach workshops are allowable. Resident led workshops or pro-social activities should be planned for and included in a monthly calendar and distributed widely to residents of East Gilroy. All classes/workshops should be age appropriate and designed to be open to and benefit any resident who lives in the East Gilroy Community. If “Resident Leaders” are not available to teach a particular class, Contractor shall have the discretion to subcontract with non-residents teachers with written agreement from the County. <u>Service Delivery Goal: 540 Unduplicated Participants p/year</u> 3a.1 – Provide support and logistical planning for community-wide events that include, but are not limited to, National Night Out and Party in the Park.	Monthly Group Classes Enrollment sign in sheets, and Cost Summary Report	Ongoing	Monthly
3b	Support individual pro-social activities for at-risk youth identified by the NSU Probation	Collaborate with the NSU PCW in identifying and enrolling at-risk youth attending schools serving East Gilroy residents, in pro-social activities. Priority will be given to youth identified	NSU Enrollment Form (Attachment B)	Ongoing	Monthly

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	Community Worker (PCW)	in Multi-System-Meetings (MSTs) or related school disciplinary meetings serving Positive Behavior Intervention & Supports (PBIS) tier 2 and tier 3 youth. Pro-social activities for at-risk youth shall be determined on an individual basis, based on the needs and interests of the youth participant. <u>Service Delivery Goal: 20 Unduplicated Youth</u>			
4a	Provide a Monthly Community Calendar	Develop and Submit Monthly Community Event/Classes Calendar by the 15 th day of each month for the upcoming month.	Community Calendar	Ongoing	Monthly
4b	Coordinate monthly Cafecito community meeting with a core group of resident leaders (youth and/or adults) of East Gilroy	Contractor shall coordinate at least one monthly Cafecito community meeting with a core group of resident leaders (youth and/or adults) of East Gilroy.	Agenda, meeting notes, sign in sheet	By June 30th of each fiscal year	Monthly
4c	Restorative Justice, Leadership Development and/or Promotora-Based initiatives	Support the training and implementation of restorative justice/restorative practices in schools and other settings that support East Gilroy residents by maintaining a network of Restorative Justice Practitioners. Support the implementation of a leadership development and/or Promotora initiative that aims to increase resident's leadership capacity and economic development opportunities in East Gilroy.	Comprehensive Restorative Justice Practices Program Proposal and/or Leadership Development/ Promotor Initiative Proposal Participant list and details of event in Quarterly Narrative Report	October 31st of each fiscal year	Quarterly

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4d	Support food security efforts in East Gilroy	Maintain partnership agreement with Second Harvest Food Bank and resident leaders to provide monthly food distributions at the San Ysidro Park. Provide logistical coordination, and day of distribution activities. Support other food security initiatives in collaboration with the NSU as needed	Food Distribution Report of Monthly Activity Report	Ongoing	Monthly
4e	Support resident-led emergency response efforts	Support resident leaders with emergency response efforts including, but not limited to, COVID-19 response testing and vaccines; diaper and formula distributions; and emergency supply distributions.	Flyers, Emergency Response Report tab of Monthly Activity Report	Ongoing	Monthly
4f	Support NSU Community Champion Award Ceremony and/or Annual Community Leaders Retreat	The Community Champion ceremony or leadership retreat will be hosted every other year.	NSU Community Champion Celebration	Community Champion Celebration Plan: FY2024	The NSU Community Champion Celebration will be held in FY2024

C. Performance Standards

1. Performance Metrics

- a. The Contractor shall report on the following performance metrics on a quarterly basis:

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Table 2: Performance Standards

Performance Metrics	Fiscal Year							
	2024		2025		2026		2027	
	Monthly Target	Annual Target	Monthly Target	Annual Target	Monthly Target	Annual Target	Monthly Target	Annual Target
(a) # of UNDUPLICATED ADULT Residents Enrolled into Pro-Social Activities	25	300	27	336	31	372	35	420
(a1) # of UNDUPLICATED YOUTH Residents Enrolled into Pro-Social Activities	15	180	22	264	25	300	28	336
(a2) # of DUPLICATED YOUTH and ADULT Residents Enrolled into Pro-Social Activities	75	900	84	1,008	94	1,128	105	1,260
(a3) # of DUPLICATED INDIVIDUALS attending Monthly San Ysidro Nueva Vida Cafecito Meetings	10	130	12	144	13	156	15	180
(a4) # of San Ysidro Nueva Vida Cafecito Meetings	1	11	1	11	1	11	1	11
(b) # of DUPLICATE attendees at San Ysidro Events (50+ people)	265	2,000	187	2,244	209	2,508	234	2,808
(b1) # of Community Events/Gatherings (50+ people)	3	13	3	13	3	13	3	13
(c) # of S.P.A.R.K. Youth Participants (Unduplicated)	5	20						
(d) # of Certified Promotores	-	13	-	15	-	17	-	19
(e) # of Families/Households served through Food Distributions	250	3,000	250	3,000	250	3,000	250	3,000
(f) # of Individuals served through COVID-19 Recovery and/or Emergency Response/Basic Needs Efforts	30	360	30	360	30	360	30	360

2. Cultural Competency: Cultural Diversity and Inclusion

Services must be provided in a culturally responsible manner to the entire target population, demonstrating fair and equitable practices for participants of diverse identities including gender, age, religion, race, ethnicity, sexual orientation, gender identity, and disability.

It is the policy of Probation to maintain and promote an organization that provides highest quality of services to clients regardless of actual or perceived sexual orientation, gender identity, or gender expression.

Lesbian, Gay, Bisexual, Transgender, **Queer, and Intersex (LGBTQI+)** clients under the supervision of Probation shall receive fair and equitable treatment, without fear of

negative bias or discrimination and in a professional and confidential manner based on principles of sound professional practice.

3. Contractor agrees to provide language/translation services for clients and/or their families who may have Limited English Proficiency (LEP) skills. Contractor must take reasonable steps to ensure that LEP individuals have “meaningful access” to their activities and program activities. An agency provides meaningful access to its programs when the language assistance provided is accurate, timely, and effective and is at no cost to the LEP individual. Each agency’s approach to overcoming language barriers will differ based on the population they serve, the type of service they provide and the resources they have access to. Contractor further agrees to inform LEP individuals of their eligibility for benefits, programs, and services in a language they understand. Contractor agrees to assess all points of contact, telephone, in-person, mail, and electronic communication its staff has with Probation’s LEP clients to determine the best method of providing notice of language assistance services. Contractor must not only translate outreach materials, but must also explain how LEP individuals may access available language assistance services. Methods Contractor can use to inform LEP individuals about language assistance services may include translating outreach materials into other languages, updating non-English content in key languages on the main page of its program's website, and providing public service messages in non-English media describing its programs. Additional methods of providing notice include the use of forms, brochures, and/or language access posters placed in conspicuous locations describing in multiple languages the availability of language assistance services, the use of “I Speak” language identification cards, and by including instructions in non-English languages on telephone menus. A sample of the “I Speak” card is available at the following website and Contractor may create their own version:
<http://www.justice.gov/crt/lep/resources/OhioLangIDcard.pdf>. Contractor must consider using the following assessment to understand and plan for language access service needs: https://www.lep.gov/resources/2011_Language_Access_Assessment_and_Planning_Tool.pdf.
4. Contractor must work with the County’s Evaluation staff and consultants to collect data as required by the County. Data collection and outcome measures may be substituted or added based on approval by the Program Manager and County’s Evaluation staff, as appropriate. Contractor must assist in supporting and implementing the goals of the County and State including the outcome measures, as determined by the County’s evaluation staff. County will evaluate and document Contractor’s performance in accordance with County policy. Contractor evaluation may consist of, but not be limited to, the following evaluation forms:
 - a. Client service list;
 - b. Outcome measures;
 - c. Contractor Performance Evaluation report;
 - d. On-site observation; and/or
 - e. Self and/or client-evaluations.

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5. Contractor shall perform the agreed-upon services in a competent and expedient manner and must immediately inform the County should problems arise that prohibit Contractor from performing the services in such a manner.
6. Contractor shall maintain written documentation, project information, and records relevant to the services provided and must make this information available for review by the County within three business days of any County request to review.
7. Contractor must report all major and/or media-sensitive incidents to the Probation contract monitor. Major or sensitive incidents include but are not limited to: serious injury or death related to the services provided under the contract; serious injury or death of any person in the Contractor's care; serious injury or death of any person on property owned, leased, or operated by the Contractor, including but not limited to facilities, parks, sidewalks, roads, and parks; serious damage to the property of another related to the services provided by the Contractor under this Agreement; criminal conduct involving Contractor personnel; any event that has a significant possibility of resulting in a claim or lawsuit against the County; any event that has a significant possibility of resulting in a claim or lawsuit against the Contractor that is related to this Agreement; and any event that has a possibility of receiving public or media attention.

The Contractor shall report any such incidents as soon as possible but no later than twenty-four (24) hours from when the incident occurred. The Contractor must include the following information in all incident reports: name and contact information of the submitting individual; name and email address of the best contact for immediate access to a Contractor staff member who can answer questions regarding the incident; an indication of whether press coverage is likely; an incident description including date, time, and location of the incident; the names and job titles of Contractor personnel involved in the incident; and a description of any action taken in response to the incident.

8. **Program Improvement Plan**
If the County identifies deficiencies in Section B, "Deliverables, Milestones and Timeline for Performance" and/or Section C, "Performance Standards," the Contractor must complete a program improvement plan (PIP) in which the Parties will identify program improvement goals and specify deadlines by which the Contractor will meet the program improvement goals. The County and Contractor will jointly complete the PIP. The Contractor must submit the jointly developed PIP for County approval within 30 days. If the Contractor does not meet the agreed-upon goals within 60 days following the date the PIP is accepted by the County or the Contractor fails to submit a PIP that is approved by the County within 30 days of the initial request, the County may elect to terminate or amend this Agreement. Attachment F is a sample PIP that is incorporated herein by reference.

D. Payment Schedule

1. The compensation paid to Contractor under this Agreement must not exceed **\$742,750: \$172,550 in FY2023; \$142,550 in FY2024; \$142,550 in FY2025; \$142,550 in FY2026; and \$142,550 in FY2027.**

2. Probation shall not pay for any airfare, mileage expenses, lodging and meal expenses borne by Contractor.
3. Fringe Benefits – Total fringe benefits under this Agreement must not exceed 10%.
4. Contractor will be compensated for services rendered and/or expenses incurred in accordance with Attachment **G-1**, “Budget and Rates of Pay,” hereto attached and incorporated by this reference.
 - a. Budget Modification Process (if applicable): County and Contractor may reallocate money between line items of the approved budget noted in Attachment **G-1**, “Budget and Rates of Pay,” to reflect the service delivery needs of Probation. The budget may be adjusted if Contractor submits a written budget modification request to the County, and the County approves of the request in writing. To be approved, a budget adjustment cannot exceed the maximum financial obligation (MFO) of this Agreement. Requests to modify the approved budget line items must be submitted and approved through the Probation budget modification process before Contractor can move forward with implementing any budget adjustments.
 - b. Any other modifications to the approved budget, including, but not limited to, adjustments to the MFO of this Agreement, pricing, rates, fees, and number of service units, will requires a formal Amendment to the Agreement.
5. Contractor will submit invoices on a quarterly basis. Invoices will include the Contractor’s name and address; invoice number; contract number; date and description of services; total invoice amount; year-to-date expenditures and remaining contract balance (refer to Attachment **H-1**, “Quarterly Invoice”).
 - a. The invoice covering services rendered in the final period of service in each applicable FY this Agreement is in effect (fourth quarter or the month of June, as appropriate) (“final invoice”) shall be submitted no later than July 1st (or next business day when July 1st falls outside of normal County business hours).
 - b. Contractor is unable to submit its final invoice with actual costs to Probation by July 1st, then Contractor must submit an invoice estimate covering estimated expenses for services rendered in the final period of service by July 1st. The amount of the invoice estimate for the final period must not exceed the remaining contract balance of the FY. Upon submitting a final invoice estimate, Contractor will still be required to submit the final invoice with actual costs to Probation by no later than July 15th of each FY.
3. If the invoice and supporting documents are in proper form, appropriately payable under this Agreement, and have been reviewed and approved by the appropriate Probation Manager/Program Monitor, County shall make payment to Contractor in accordance with **Attachment I**, “Section VI: Standard Provisions,” Item T, “Payment Term,” of this Agreement.
 - a. Payment is contingent upon Contractor providing the agreed-upon services according to the scope of services, contract requirements, deliverables and performance standards detailed herein.

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City of Gilroy, SCYTF (NSU) – FY24-FY27

- b. County will reimburse Contractor for its actual, reasonable, necessary, and allowable costs incurred up to the maximum amount of compensation under this Agreement, for the performance of services as specified in this Agreement during the term of the Agreement.
 - c. Prior to submittal, cost-reimbursement claims must be certified and signed by a responsible officer of Contractor with authority to certify that the information submitted by Contractor is accurate and Contractor is entitled to payment under the terms of the Agreement. County may rely on said certification in making payment, but this payment will not constitute a waiver of any of County's legal rights or objections.
 - d. County will not be required to make payment if the amount claimed is not in accordance with this Agreement. All payments under this Agreement will be made directly to Contractor as a corporate entity. Under no circumstances will County be required to make payments in any amount pursuant to this Agreement to any other parties, including individual employees or creditors of Contractor.
 - e. County is not obligated to reimburse Contractor for any expenditure not reported to County within 60 calendar days after the end of the last month of the Agreement term.
4. If Contractor provides any tasks, deliverable, goods, services, or other work, other than as specified in this Agreement, the same will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor will have no claim whatsoever against County.

E. Other County Provisions

- 1. Background Clearance – Live Scan
 - a. Prior to beginning services, all Contractor personnel involved in providing services to Probation clients under this Agreement must obtain, at Contractor's or their own expense, a Department of Justice (DOJ) and a Federal Bureau of Investigation (FBI) background clearance (Live Scan). When Contractor personnel submits to the Live Scan procedure, Probation receives an initial report of arrests or convictions from the DOJ and FBI and ongoing reports from the DOJ and FBI of any subsequent arrests or convictions. If Probation determines the results of the background clearance are unfavorable at any time during the term of this Agreement, the County will notify Contractor of the unfavorable determination and require Contractor to arrange for replacement personnel. For any Contractor staff member who will have unescorted access to a Probation facility in which criminal justice data is stored such as Probation's Juvenile Hall, William F. James Ranch, Juvenile Probation Department, or Adult Probation, Probation will additionally require a signed California Law Enforcement Telecommunications System ("CLETS") Private Contractor Management Control Agreement and Employee/Volunteer statement form and CLETS training. Probation may require an enhanced background check. Any staff member who has a felony in their criminal history will not be permitted to access a Probation facility in which criminal justice data is stored without being escorted by Probation staff, and the County may require replacement personnel who can be permitted access without an escort. If the Contractor cannot provide replacement personnel within 15 working days of the County's exercise of its right, the County

Attachment A-1
Contract Specifics, Section V
City of Gilroy, SCYTF (NSU) – FY24-FY27

- shall have the right to terminate or amend the Agreement. Contractor will need to complete the following steps to obtain a background clearance:
- i. Contact the County Live Scan liaison at (408) 435-2064 or at PRO-LiveScan@pro.sccgov.org to obtain a background clearance application.
 - ii. Contact the County of Santa Clara Office of the Sheriff to make a Live Scan appointment. The Office of the Sheriff can be contacted by phone: (800) 211-2220 or via their website: <http://www.sccgov.org/portal/site/sheriff>.
 - iii. County will contact Contractor once the results of the background clearance have been received.
 - ix. Contractor is required to notify the County Live Scan liaison when the employment or licensing relationship of any individual whose name was submitted for Live Scan background clearance has concluded.
- b. Contractor must provide a list of employees who will be performing services under this **Agreement to Probation. The list must be emailed to PRO-LiveScan@pro.sccgov.org within 30 calendar days of the Agreement start date, and thereafter, Contractor must submit an updated list at the beginning of each new FY. The list must** include the following information:
- i. Employee's name;
 - ii. The employee's position/title and role within the program; and
The Probation program/service and contract purchase order number that the employee is working under.
2. Zero Tolerance Policy (ZTP) for sexual misconduct
Contractor shall comply with Probation's ZTP relating to preventing, detecting, monitoring, investigating, and eradicating sexual abuse, sexual assault, rape of residents, or sexual misconduct toward any residents housed in any of its facilities or contracted venues. Sexual abuse and sexual harassment are prohibited by state and federal law.

Neighborhood Safety/Services Unit

Juvenile Probation Department
Neighborhood Services Unit (NSU)
840 Guadalupe Parkway
San Jose, CA 95110

Charmayne Moran, Program Manager II
Email: Charmayne.Moran@pro.sccgov.org
Phone: (408) 278-6227

**NSU Enrollment Form for Services****Client/Parent Information (All Fields Are Required):**

This information will be kept strictly confidential. That means that no one outside the program and the organizations that sponsor it will know how you answer these questions. Your contact information will be used to give you updates about our services and in emergencies only. All other information helps us determine how to better provide services.

To Be Completed by or on behalf of Youth**1. Full Name (of client enrolling in activities):**

Last Name, First Name

2. Zip Code:

3. Phone: _____ ☐ Can we text you?

4. Date of Birth (MM/DD/YYYY): ____/____/____

5. Gender: ☐ Male ☐ Female ☐ Other
☐ Decline to State

6. Primary Language: _____

7. Race/Ethnicity: ☐ Asian
☐ Black/African American ☐ Latino/Latina
☐ Native American ☐ Pacific Islander ☐ White
☐ Other: _____ ☐ Decline to State

8. School: _____

9. Grade (or last grade completed): _____

To be Completed by or on behalf of Parent/Guardian**10. Full Name of Parent/Guardian:**

Last Name, First Name

11. Primary Language: _____

12. Single Parent Household? ☐ Yes ☐ No

13. Highest Level of Education Achieved:

☐ High School ☐ Some College
☐ Graduated College ☐ N/A/Decline to State

14. Employment Status: ☐ Full-Time ☐ Part-Time
☐ Student ☐ Other ☐ Decline to State

15. Do you belong to a resident/neighborhood group? ☐ Yes ☐ No

16. If not, interested in becoming involved?
☐ Yes ☐ No

17. Do you have access to reliable transportation?
☐ Yes ☐ No

18. Are you interested in Carpooling? ☐ Yes ☐ No

19. What kind of health insurance do you have?

☐ Public (MediCal/Medicaid) ☐ Private
☐ Don't have health insurance ☐ Decline to State

20. How many people live in your house? _____

21. What is your Annual Household Income?

☐ 0 - \$14,999 ☐ \$75,000-\$99,999
☐ \$15,000-\$34,999 ☐ \$100,000+
☐ \$35,000-\$49,999 ☐ Don't Know
☐ \$50,000-\$74,999 ☐ Decline to State

22. Parent/Guardian Signature:

Program Information (To Be Completed by Staff):

23. Type of Program: ☐ Community Based ☐ School Based

24. If School based, Name of School: _____

26. Activity Type: ☐ Leadership ☐ Academic ☐ Arts ☐ Sports
☐ Other: _____

25. Date of enrollment: _____

27. Estimated Number of Activity Hours: _____

Information About Person Completing This Form:

28. Name: _____

31. Title: _____

29. Phone: _____

32. Email: _____

30. Signature: _____

33. Today's Date: _____

Unidad de Servicios/Seguridad del BarrioDepartamento de Libertad Condicional
de MenoresUnidad de Servicios del Barrio (NSU)
840 Guadalupe Parkway
San Jose, CA 95110

Charmayne Moran, Administrador del Programa II

Correo electrónico:

Charmayne.Moran@pro.sccgov.org

Teléfono: (408) 278-6227

**Formulario de inscripción de NSU para servicios****Información del cliente/padre (se deben completar todos los campos):**

Esta información se mantendrá estrictamente confidencial. Esto significa que nadie fuera del programa y de las organizaciones que lo patrocinan sabrá cómo respondió a estas preguntas. Su información de contacto se utilizará para informarlo sobre novedades en nuestros servicios y en casos de emergencia únicamente. Toda la demás información nos ayuda a determinar cómo brindar mejor los servicios.

A ser completado por el menor o en su nombre**1. Nombre completo (del cliente que se inscribe en las actividades):**

Apellido, Nombre

2. Código postal:**3. Teléfono:** _____ ☐ ¿Podemos enviarle mensajes de texto?**4. Fecha de nacimiento (MM/DD/AAAA):** ____/____/____**5. Género:** ☐ Masculino ☐ Femenino ☐ Otro
☐ Se niega a responder**6. Idioma principal:** _____**7. Raza/etnia:** ☐ Asiática ☐ Negra/afroamericana ☐ Latina ☐ Nativo de Estados Unidos ☐ Isleño del Pacífico ☐ Blanca
☐ Otra: _____ ☐ Se niega a responder**8. Escuela:** _____**9. Grado (o último grado completado):** _____**A ser completado por el padre/madre/tutor o en su nombre****10. Nombre completo del padre/madre/tutor:**

Apellido, Nombre

11. Idioma principal: _____**12. ¿Hogar de padre soltero o madre soltera?** ☐ Sí ☐ No**13. Nivel más elevado de educación logrado:**☐ Escuela secundaria ☐ Estudios universitarios incompletos
☐ Graduado de la universidad ☐ N/A/Se niega a responder**14. Condición laboral:** ☐ Tiempo completo ☐ Medio tiempo
☐ Estudiante ☐ Otro ☐ Se niega a responder**15. ¿Pertenece a un grupo de residentes/barrios?**
☐ Sí ☐ No**16. Si la respuesta es no, ¿está interesado en comenzar a participar?** ☐ Sí ☐ No**17. ¿Tiene acceso a transporte confiable?** ☐ Sí ☐ No**18. ¿Está interesado en compartir vehículo?** ☐ Sí ☐ No**19. ¿Qué tipo de seguro médico posee?**☐ Público (MediCal/MediCaid) ☐ Privado
☐ No tengo seguro médico ☐ Se niega a responder**20. ¿Cuántas personas viven en su vivienda?** _____**21. ¿Cuál es el ingreso anual de su hogar?**☐ 0 - \$14,999 ☐ \$75,000-\$99,999
☐ \$15,000-\$34,999 ☐ \$100,000+
☐ \$35,000-\$49,999 ☐ No sabe
☐ \$50,000-\$74,999 ☐ Se niega a responder**22. Firma del padre/madre/tutor:****Información del programa (a ser completado por el personal):****23. Tipo de programa:** ☐ Basado en la comunidad☐ Basado en la escuela**24. Si es basado en la escuela, nombre de la escuela:** _____**26. Tipo de actividad:** ☐ Liderazgo ☐ Académica ☐ Artes ☐ Deportes ☐ Otro: _____**25. Fecha de inscripción:** _____**27. Cantidad estimada de horas de la actividad:** _____**Información sobre la persona que completa este formulario:****28. Nombre:** _____**31. Cargo:** _____**29. Teléfono:** _____**32. Correo electrónico:** _____**30. Firma:** _____**33. Fecha de hoy:** _____



Quarterly Narrative Report (City of Gilroy FY24)

PO # 4400008316 Date of Update _____
 Period of Update _____

Section 1 – Milestone Update

Instructions: Provide a brief update (no more than 4-6 sentences) on the current status of each contract milestone. The update should clarify the status of the milestone, summarizing major activities, successes and/or challenges related to the milestone and its associated tasks, as identified in the contract scope of work. If tasks associated with a milestone have an assigned target quantity, provide the current quantity completed. For example, if a task in the milestone is to provide pro-social activities to a minimum of 900 individuals, provide the current quantity of individuals served year-to-date, from the start date of contract to the last day of report update.

Milestone #	1	Start Date	7/1/23	Target Date	6/30/24
Description	Assist the East Gilroy Resident Leadership group in establishing a Community Action Plan. This action plan must be in alignment with the goals and objectives identified by the East Gilroy resident leaders. - The Community Action Plan must be submitted by October 30, 2023. - Provide quarterly updates on the Community Action Plan.				
Q1					
Q2					
Q3					
Q4					

Milestone #	2a-2b	Start Date	7/1/23	Target Date	6/30/24
Description	Provide additional opportunities for residents (children, youth, adults, and seniors) to engage in educational, health and safety related classes, workshops, and presentations to be located in East Gilroy. Based on the plan developed by the East Gilroy SCYTF Technical Team subcommittee and the resident/neighborhood group in East Gilroy, Contractor shall provide pro-social activities to a minimum of 900 individuals in FY24. Provide the number of UNDUPLICATED number of residents engaged in each workshop/class.				
Q1					
Q2					
Q3					
Q4					

Milestone #	2c	Start Date	7/1/23	Target Date	6/30/24
Description	Develop and maintain a formal agreement, or charter between resident leaders, the SCYTF and NSU. The purpose of this document is to ensure clarity around the purpose and structure of resident leadership groups supported by the NSU. This document/charter, shall include the following elements: - A commitment to decision-making process among resident leaders. - Description of organizational structure. - Vision, goals and desired activities that lead to reducing violence in the East Gilroy community. - Strategies for sustainability and expanding the number of resident participants.				
Q1					
Q2					
Q3	N/A				
Q4	N/A				

Milestone #	3	Start Date	7/1/23	Target Date	6/30/24
Description	Collaborate with the NSU Probation Community Worker (PCW) in identifying and enrolling at-risk youth attending schools serving East Gilroy residents, in pro-social activities. Priority will be given to youth identified in Multi-System-Meetings (MSTs) or related school disciplinary meetings serving Positive Behavior Intervention & Supports (PBIS) tier 2 and tier 3 youth. Pro-social activities for at-risk youth shall be determined on an individual basis, based on the needs and interests of the youth participant. - Develop menu of Pro-social activities for at-risk youth attending schools serving East Gilroy residents. - Collaborate with PCW to enroll 20 at-risk youth in individualized, pro-social programming beginning July 2023 through June 2024.				
Q1					
Q2					
Q3					
Q4					

Milestone #	4	Start Date	7/1/23	Target Date	10/1/23
Description	Develop and submit the East Gilroy SCYTF Technical Team subcommittee/NSU Implementation Team Charter/Work Plan. - This subcommittee Charter/Work Plan shall align the work of the subcommittee members with the community actions goals of the resident leadership group established in East Gilroy. - The Charter/Work Plan is due October 1, 2023.				
Q1					

Q2	
Q3	
Q4	

Milestone #	5	Start Date	7/1/23	Target Date	6/30/24
Description	Support the training and implementation of restorative justice/restorative practices and/or leadership development of Promotor(s) in East Gilroy, surrounding schools and other settings that support East Gilroy residents by: • Support the implementation of a leadership development and/or Promotor initiative that aims to increase resident's leadership capacity in East Gilroy. • Submit a comprehensive Restorative Justice Practices Program Proposal and/or Leadership Development/Promotor Initiative Proposal by October 1, 2023. • If a Promotor Program is selected, provide a brief description and include number of certified Promotores. • Support leadership and economic development activities of promotors.				
Q1					
Q2					
Q3					
Q4					

Milestone #	6	Start Date	7/1/23	Target Date	6/30/24
Description	Partner with Second Harvest Food Bank to implement monthly food distribution program at San Ysidro Park, Assist the San Ysidro Nueva Vida in developing partnership agreement, logistic coordination, and day of distribution activities. • Include details of how many families served, how many individuals served, and how many pounds of food were distributed each month.				
Q1					
Q2					
Q3					
Q4					

Milestone #	7	Start Date	7/1/23	Target Date	6/30/24
Description	Provide support and logistic planning for community-wide events including, but not limited to, National Night Out, Party in the Park, Spirits Night, and Holiday Posada.				
Q1					
Q2					
Q3					
Q4					

Milestone #	8	Start Date	7/1/23	Target Date	6/30/24
Description	Provide support and logistic planning for resident-led emergency response efforts including, but not limited to food distributions, essential supply distributions, and COVID-19 recovery efforts.				
Q1					
Q2					
Q3					
Q4					

Section 2 – Success Story or Testimonial

Instructions: Please write a brief story or testimonial about a family that has been positively impacted by an NSU-funded program and/or service that occurred in each quarter. The story or testimonial for each quarter should be approximately 250-500 words and no more than 1/3 page. If possible, include the referral source of the highlighted family.

Success Story or Testimonial	
Q1	
Q2	
Q3	
Q4	

Section 3 – Year-End Summary

Instructions: Answer the following questions upon conclusion of 4th Quarter or Program Year. Each answer should be approximately 250-500 words and no more than 1/3 page.

A) Summarize the program services provided during the contract term, how they met or did not meet program objectives, and why.

B) Summarize the program's strengths, challenges, and lessons learned.

July Expenditure & Performance Report						
Contractor PO # Dept. #	City of Gilroy, South County Youth Task Force			Address	7351 Rosanna Street Gilroy, CA 95020	
				Date		
	246			Fiscal Year		
		Source Documentation				
Expenditure	Invoice Amount	Doc 1	Doc 2	Doc 3	Doc 4	Doc 5
I. Deliverables						
1a - 1b; 2a - 2c, 4d - 4e - Personnel	\$ -					
Benefits	\$ -					
3a: Pro-Social Activites/San Ysidro Nueva Vida	\$ -					
3b: Individual Pro-Social Activities (S.P.A.R.K.) - Quarterly	\$ -					
4a:Community Calendar	\$ -					
4b: Monthly Community Meetings	\$ -					
4e: Restorative Justice Leadership/Promotora Program - Quarterly	\$ -					
4f: Community Championship /Community Safety Survey	\$ -					
4f.Media Project	\$ -					
Grand Total	\$ -					
Performance		Doc 1	Doc 2	Doc 3	Doc 4	Doc 5
PG (a): # of UNDUPLICATED ADULT Residents Enrolled into Pro-Social Activities	0					
PG(a1): # of UNDUPLICATED YOUTH Residents Enrolled into Pro-Social Activities	0					
PG (a2): # of DUPLICATED Youth and Adult Residents Enrolled into Pro-Social Activities	0					
PG (a3) # of DUPLICATED Individuals attending San Ysidro Nueva Vida Cafecito Meetings	0					
PG (a4): # of San Ysidro Nueva Vida Cafecito Meetings	0					
PG (b): # of DUPLICATE attendees at San Ysidro Events (50+ people)	0					
PG (b1) # of Community Events/Gatherings (50+ people)	0					
PG (c): # of S.P.A.R.K. Youth Participants (Unduplicated)	0					
PG (d): # of Certified Promotores	0					
PG (e): # of Families/Households served through Food Distributions	0					
PG (f): # of Individuals served through Emergency Response Efforts	0					

Year-To-Date Information		YTD Target = 8.3%		
Line Item	Budget	YTD Expended	% Expended	Budget Remaining
Deliverables				
1a - 1b; 2a - 2c, 4d - 4e - Personnel		\$ -	0.0%	\$ -
Benefits		\$ -	0.0%	\$ -
3a - 3a.1: Pro-Social Activites/San Ysidro Nueva Vida		\$ -	0.0%	\$ -
3b: Individual Pro-Social Activities (S.P.A.R.K.)		\$ -	0.0%	\$ -
4a:Community Calendar		\$ -	0.0%	\$ -
4b: Monthly Community Meetings		\$ -	0.0%	\$ -
4c: Restorative Justice Leadership/Promotora Program		\$ -	0.0%	\$ -
4f: Community Championship /Community Safety Survey		\$ -	0.0%	\$ -
4f: Media Project		\$ -	0.0%	\$ -
Grand Total		\$ -	0.0%	\$ -

Performance	Units of Service	Monthly Target	Annual Target
PG (a): # of UNDUPLICATED ADULT Residents Enrolled into Pro-Social Activities			
PG(a1): # of UNDUPLICATED YOUTH Residents Enrolled into Pro-Social Activities			
PG (a2): # of DUPLICATED Youth and Adult Residents Enrolled into Pro-Social Activities			
PG (a3) # of DUPLICATED Individuals attending San Ysidro Nueva Vida Cafecito Meetings			
PG (a4): # of San Ysidro Nueva Vida Cafecito Meetings			
PG (b): # of DUPLICATE attendees at San Ysidro Events (50+ people)			
PG (b1) # of Community Events/Gatherings (50+ people)			
PG (c): # of S.P.A.R.K. Youth Participants (Unduplicated)			
PG (d): # of Certified Promotores			
PG (e): # of Families/Households served through Food Distributions			
PG (f): # of Individuals served through Emergency Response Efforts			

SCYTF

Monthly Activity Report

Completed by:

Month:

The following deliverables must be completed each month in order to receive reimbursement for services delivered. The deliverables outlined below are reflected in the Contractor's Scope of Work (SOW).

Deliverables:

Ongoing Monthly Deliverables:

# (SOW)	Activity	Monthly Reporting Requirements	Backup Documentation Required	Activity Completed?	Comments/Notes
1a	Maintain a resident advisory group focused in East Gilroy. Subtotal.	SYNV Leadership Log and participant list	Sign-in sheets		
1b	Submission of Community Action Plan		Community Action Plan		
2a	Maintain the SCYTF East Gilroy Subcommittee, which also serves as the NSU Implementation Team. This subcommittee/team shall meet bi-monthly/ 6x per year		Agenda, meeting notes, sign-in sheets and quarterly updated workplan		
2b	Develop and submit the East Gilroy Tech Team Subcommittee/ NSU Implementation Team Charter/ Work Plan	Attach Charter Work Plan	Agenda, meeting notes, sign-in sheets and quarterly updated workplan		
2c	Develop a formal agreement, or charter between resident leaders, the SCYTF and NSU.	East Gilroy SCYTF Technical Team subcommittee/NSU Implementation Team	Written formal agreement or charter or CHARTER tab included in the Monthly Activity Report.		
3a	Provide prosocial and/or group classes related to educational, health and wellness, safety and gang prevention related classes/workshops/presentations to East Gilroy.	Participant List	NSU Enrollment Form, Monthly Group Classes indicated on community calendar, sign-in sheets, and Cost Summary Report		
3a.1	Provide support and logistic planning for community-wide events that include, but are not limited to, National Night Out and Party in the Park.	Participant List	Monthly Group Classes indicated on community calendar, sign-in sheets, and Cost Summary Report		
3b	Individual prosocial activities for at-risk youth identified by the NSU Probation Community Worker	S.P. and K. Participant List	NSU Enrollment Forms, Cost Summary, Report		
4a	Community Calendar	Community Calendar	Community Calendar		
4b	Monthly Cafecito community meeting with a core group of resident leaders (youth and/or adults) of East Gilroy	Participant list	Agenda, meeting notes, sign in sheets		
4c	Support the training and implementation of Restorative Justice Leadership and/or Promotora-based initiatives in schools and other settings that support East Gilroy residents.	Comprehensive Restorative Justice Practices Program Proposal and/or Leadership Development/ Promotor Initiative Proposal	RJ_Promotora Participant list, Details in Quarterly Narrative Report		
4d	Increase food security and maintain nutritional programming at San Ysidro Park by partnering with Second Harvest Food Bank and/or Gilroy Unified School District to implement monthly food distribution program at San Ysidro Park, Assist the San Ysidro Nueva Vida in developing partnership	Food Distribution Report	Summary of children and families served		
4e	Support resident-led emergency response efforts	Emergency Response Report	Summary of individuals served, flyers if applicable		
4f	NSU will host a community champion celebration to commemorate the work of the residents and leaders of East Gilroy. Funds may also be used for a leadership retreat or the Community Safety Survey.	Flyers and details of event in Quarterly Narrative Report, and list of participants	Flyers and details of event in Quarterly Narrative Report, and list of participants		
4f	Media Project - Website design and/or documentary for Gilroy United and/or SCYTF	Flyers and details of event in Quarterly Narrative Report, and list of participants	Flyers and details of event in Quarterly Narrative Report, and list of participants		

Performance Summary:

FY2024

Performance Goals:	Units of Service*	Monthly Targets	Yearly Targets	Type of Backup Documentation Provided	Comments/ Notes
(A) # of UNDUPLICATED ADULT Residents Enrolled into Pro-Social Activities	0	25	300	NSU Enrollment Form, Sign-In Sheets, Participant List (Tab 2)	
(A1) # of UNDUPLICATED YOUTH Residents Enrolled into Pro-Social Activities	0	15	180	NSU Enrollment Form, Sign-In Sheets, Participant List (Tab 3)	
(A2) # of DUPLICATED Youth and Adult Residents Enrolled into Pro-Social Activities	0	75	00	NSU Enrollment Form, Sign-In Sheets, Participant Lists (Tab 2&3)	
(A3) # of DUPLICATED Individuals attending Monthly San Ysidro Nueva Vida Cafecito Meetings *Manually enter the number under units of service	0	10	13	Sign-in Sheets, Participant List	
(A4) # of San Ysidro Nueva Vida Cafecito Meetings. *Manually enter the number under units of service	0	1	11	Sign-in Sheets, Participant List	
(B) # of DUPLICATE attendees at San Ysidro Events (50+ people)	0	65	2000	Participant List, Flyers	
(B1) # of Community Events/Gatherings (50+ people)	0	3	13	Flyers, Community Event Report	
(C): # of UNDUPLICATE S.P.A.R.K. Youth participants	0	5	20	Participant List	
(D): # of Certified Promotoras*	0	4	13	Quarterly Report. RJ List	
(D1): # of Vision y Compromiso Leadership Development Training Hours. *Manually enter the number of training time	0	3	32	Sign-in Sheets, Participant List	
(E): # of Families/households served through food distributions*	0	250	3000	Food Distribution Report/Quarterly Report	
(E1): # Pounds of food distributed during food distributions	0	11,000	132000	Food Distribution Report/Quarterly Report	
(F): # of Individuals served through Emergency Response *	0	30	360	Quarterly Report /Flyers Emergency	

*Automatically populated based on data entry from the various reports and participant lists.

Adult Participant List

[illegible]

Youth Participant List

[illegible]

**SYNV Leadership
Activity Log**

Completed by:

Month:

Date	SYNV Member Name	Total # of Hours	Main Responsibilities

Committee Meetings Attended by SYN*V

Name of Meeting:	SYNV (Name):	Date(s) attended:
Other:		

Vision y Compromiso Trainings Attended by SYN*V

Name of Training:	SYNV (Name):	Date attended:	Total #of Hours
Other:			

S.P.A.R.K. Youth Participant List

City of Gilroy, SCYTF (NSU) - FY24-FY27

		Date of			Workshop/Class/		Participant		New	
First Name	Last Name	Birth Month	Birth Day	Birth Year	Workshop/Class/Meeting	Meeting	ID		Participant?	
SAMPLE										

Restorative Justice/Promotora Participant List

[illegible]

Resident Leaders

Community Event(s) Report

Completed by:

Month:

of Community Events held during reporting month

If no activity was held during the reporting month, please provide brief explanation as to why:

Date/Time of Event	Number of Individuals in Attendance	# of Volunteers	Summary of Event
Total	0	0	

Completed by:

Month:

Fiscal Year:

Date	Location	# of Families/ Households	# of Individuals Served	Description of Emergency Response Efforts	Sign in Sheet Attached?

Total

0

0

Additional details of emergency response, COVID-19 and/or park activation efforts for the month:

Completed by:

Month:

Year:

Charter Elements: Vision, Mission, goals and objectives; list of individuals who participate and agree to the goals of the NSU/SCYTF/East Gilroy resident leadership objectives; and the following:

- A. Description of the decision-making process among resident leaders.
- B. Organizational structure (if applicable).
- C. Key strategies to reduce violence in the East Gilroy community.
- D. Sustainability plan.
- E. Goals for expanding the number of resident participants.

Vision, Mission, Goals and Objectives:

Description of Decision Making Process:

Organizational Structure:

Key Strategies to Reduce Violence In East Gilroy communities	How will you collect data on this goal?	Short Term Impact	Long Term Impact	How will this strategy be sustained over time?

San Ysidro RESIDENT LEADER/NSU AND SCYTF CHARTER FOR COLLABORATION

Sustainability Plan:

Goals for Growing Number of Resident Leader Participation:

SAMPLE

**San Ysidro Resident Leader
Community Action Plan Report****Completed by:****Month:****Year:****Program Purpose/Vision Statement:** Support the leadership development of leaders in Valley Palms to develop community-led solutions to address community safety through:

1. Building the base and offering leadership/professional development opportunities
2. Veteran VPU leaders/promotores will be assigned as mentors for new leaders to support their growth, participation and collective action.
3. Develop a strong root cause analysis to reinforce collective vision.
4. Build partnership across the community. VP promotores will identify key partners in moving their vision forward.
5. VPU leaders at the decision making about issues, programs and resources impacting their community.
6. Co-op exploration.

Vision: Please state VPU's vision below:

SAMPLE

Goal**Objective (Please describe further how you will accomplish the goal listed above)**

Strategy/Task Description:	How will you collect data on this goal?	Person/Agency Assigned:	Start Date:	End Date:	Status:

Goal

Objective (Please describe further how you will accomplish the goal listed above)

Strategy/Task Description:	How will you collect data on this goal?	Person/Agency Assigned:	Start Date:	End Date:	Status:

Goal

Objective (Please describe further how y will accomplish the goal listed above)

Strategy/Task Description:	How will you collect data on this goal?	Person/Agency Assigned:	Start Date:	End Date:	Status:

Goal

Objective (Please describe further how you will accomplish the goal listed above)

Strategy/Task Description:	How will you collect data on this goal?	Person/Agency Assigned:	Start Date:	End Date:	Status:

SYNV/ City of Gilroy

Food Distribution Report

Completed by:

Month:

Food Distributions in Partnership with Second Harvest

Date/Time of Distribution

Number of Individuals Served

Number of Households Served

Estimated lbs. of food distributed

of Volunteers

Additional Resources Provided during distriubution:

Daily Nutritional Program (if applicable)

Days/Times of Lunch Program (example: Monday - Friday, 11:00 AM - 12:30 PM)

Number of Individuals Served

Number of Households Served

of Volunteers

Additional Resources Provided during lunch program:

County of Santa Clara Probation Department
Contracts and Grants Administration
Contract Monitoring Report

Program Improvement Plan

CONTRACTOR: _____ DATE: _____
PROGRAM NAME: _____
CONTRACT #: _____ CONTRACT AMOUNT: _____
CONTRACTOR'S PHONE #: _____ CONTRACTOR'S EMAIL: _____
PROBATION MANAGER/P PROGRAM MONITOR: _____ CONTRACT ANALYST: _____
NAME(S) OF PERSON(S) & TITLE(S) COMPLETING THIS FORM (IF DIFFERENT FROM ABOVE): _____

Instructions: This form is to be used between the County of Santa Clara ("County") and _____ ("Contractor") (together, the "Parties") to discuss a program improvement plan. Corrective action is needed if the Contractor is not in compliance with the terms and conditions of the contract. This report is to be completed and mutually agreed upon by the program manager, contract monitor and contractor.

Item		Comments	Outcome
1. List the area(s) where services can be improved.	Follow-up Meeting Date:		
	In Compliance? ☐ Yes ☐ No		
		Comments:	

2. Provide a detailed description of activities (developed with the contractor) that will assist contractor to improve services.	Follow-up Meeting Date: In Compliance? ☐ Yes ☐ No Comments:
3. Provide a timeframe in which activities are to be implemented.	Follow-up Meeting Date: Timeline met? ☐ Yes ☐ No Comments:
4. List possible actions that may be taken by the County if the Contractor will be unable to improve services.	Follow-up Meeting Date: Any action taken? ☐ Yes ☐ No Comments:

I hereby certify that this Program Improvement Plan was developed in collaboration with the Contractor and has been mutually agreed upon by the Parties.

Contractor Signature	Date
Program Manager Signature	Date

FOR PROBATION STAFF ONLY

I have reviewed the above information and have determined the contractor's performance is ☐ Satisfactory ☐ Unsatisfactory and this document serves as a corrective action plan and a copy has been provided to the contractor.

Probation Staff

Date

Program Staff

Date

SAMPLE

FY24 - FY27 City of Gilroy Budget

Neighborhood Safety Unit (NSU)

Deliverable	Description	Backup Documentation Required for Reimbursement	Anticipated Completion Date	Frequency	Number of allowable units per year	Price per unit	FY24	FY25	FY26	FY27
1a - 1b; 2a - 2c, 4d - 4e	1a. Maintain and support growth of resident advisory group in East Gilroy: Community Resource Specialist and/or Recreation Specialist, Recreation Leader (I-III), Office Assistant (I-III), Property & Evidence Tech, Youth Task Force Interns, or any other positions that support the SCYTF.	1. Paycheck Stub/Timecards/ ADP Pay Roll Report 2. Resident Advisory group meeting sign in sheets.	Ongoing	Monthly	N/A	Varies, but pay may range from: \$4,508-\$5,630 per month	\$ 56,819	\$ 56,819	\$ 56,819	\$ 56,819
	1b. Submission of Annual Community Action Plan: Pro-social and other support activities reimbursed under line 3a must be clearly stated in the San Ysidro Nueva Vida Community Action Plan.	Community Action Plan (See attachment ____ for template)	10/30/2023 (initial), Revised version due: 04/30/2024	2x p/year (Qtr2 and Qtr 4)	2					
	2a. Maintain the SCYTF East Gilroy Subcommittee, which also serves as the NSU Implementation Team. This subcommittee/team shall meet monthly. The East Gilroy SCYTF subcommittee/NSU Implementation Team should consist of NSU staff, SCYTF partners (at least 2 CBOs), and 1 City of Gilroy staff, and 1 East Gilroy resident.	Agenda, meeting notes, sign in sheet and the updated monthly workplan	Ongoing	Monthly	N/A					
	2b. Develop and submit the East Gilroy SCYTF Technical Team subcommittee/NSU Implementation Team Charter/Work plan	East Gilroy SCYTF Technical Team subcommittee/NSU Implementation Team Charter/Action Plan	10/30/2023 (initial charter/ Work plan)	Annual	N/A					
	2c. Develop a formal agreement, or charter between resident leaders, the SCYTF and NSU.	East Gilroy SCYTF Technical Team subcommittee/NSU Implementation Team	By 12/30/2023	Annual	N/A					
	4d. Increase food security and maintain nutritional programming at San Ysidro Park by partnering with Second Harvest Food Bank and/or Gilroy Unified School District to implement monthly food distribution program at San Ysidro Park, Assist the San Ysidro Nueva Vida in developing partnership agreement, logistic coordination, and day of distribution activities.	Summary of children and families served	Ongoing	Monthly	N/A					
	4e. Support resident-led emergency response efforts	Summary of individuals served	Ongoing	Monthly	N/A					
N/A	Benefits	Paycheck Stub/Timecards/ ADP Pay Roll Report	Ongoing	Monthly	N/A	10% of salaries per invoice	\$ 5,681	\$ 5,681	\$ 5,681	\$ 5,681
3a - 3a.1	Provide pro-social activities that promote health, wellbeing, education, and community building. Funds must be approved and vetted through the San Ysidro resident leadership group. Pro-social activities must be identified in the Community Violence Prevention Plan. 3a. 1 - Provide support and logistic planning for community-wide events that include, but are not limited to, National Night Out and Party in the Park.	Monthly Group Classes NSU Enrollment forms, and/or sign in sheets. Provide monthly participant list, resident activity log, and details of activities in Quarterly Narrative Report	By June 2024	Monthly	Varies	\$1,695.83/month	\$ 20,350	\$ 20,350	\$ 20,350	\$ 20,350

FY24 - FY27 City of Gilroy Budget

Neighborhood Safety Unit (NSU)

Deliverable	Description	Backup Documentation Required for Reimbursement	Anticipated Completion Date	Frequency	Number of allowable units per year	Price per unit	FY24	FY25	FY26	FY27
3b	Individual pro-social activities for at-risk youth identified by the NSU Probation Community Worker.	Provide sign-in sheets, quarterly participant list and details of activities in Quarterly Narrative Report, NSU Enrollment Form	By June 2024	Monthly	Varies	Q2:\$2,736 Q3:\$2,736 Q4:\$2,736	\$ 8,208	\$ 8,208	\$ 8,208	\$ 8,208
4a	Community calendar	Develop and Submit Monthly Community Event/Classes Calendar by the 15 th day of each month for the upcoming month.	Ongoing	Monthly	12	\$50/month	\$ 600	\$ 600	\$ 600	\$ 600
4b	Monthly community meeting with a core group of resident leaders (youth and/or adults) of East Gilroy	Agenda, meeting notes, sign in sheets	Ongoing	Monthly	Varies	\$50/month	\$ 600	\$ 600	\$ 600	\$ 600
4c	Support the training and implementation of Restorative Justice Leadership and/or Promotora-based initiatives in schools and other settings that support East Gilroy residents	1.Comprehensive Restorative Justice Practices Program Proposal and/or Leadership Development/ Promotor Initiative Proposal 2. Participant list and details of event in Quarterly Narrative Report.	Ongoing	Quarterly	Varies	Q1: \$11,323 Q2: \$11,323 Q3: \$11,323 Q4: \$11,323	\$ 45,292	\$ 45,292	\$ 45,292	\$ 45,292
4f	NSU will host a community champion celebration to commemorate the work of the residents and leaders of East Gilroy. Funds may also be used for a leadership retreat, the Community Safety Survey, or general supplies to support programming including transportation to and from events.	Flyer and details of event in Quarterly Narrative Report, and list of participants.	Ongoing	bi-annual	N/A	\$ 500	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
	Media Project - Website design and/or documentary for Gilroy United and/or SCYTF					\$ 2,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000
Total							\$ 142,550	\$ 142,550	\$ 142,550	\$ 142,550

INVOICE

BILL TO:
ADDRESS:

PO #: 4400008316

Department of Probation
County of Santa Clara
840 Guadalupe Pkwy
San Jose, CA 95110
Attn: Fiscal Division

REMITTANCE: City of Gilroy

ADDRESS: 7351 Rosanna Street
Gilroy, CA 95020

Invoice #: _____
Date of Submission: _____

	Start Date	End Date
Contract Period:		
Invoice Period:		

Final Invoice (circle one):

Program Deliverable(s) /
Written Report for the reporting
period Submitted (circle one):

Yes No

Yes No

% of Period Elapsed

#DIV/0!

CATEGORIES	a BUDGET	b FUNDS PREVIOUSLY REQUESTED	c ACTUAL CONTRACT EXPENSES THIS PERIOD	d CONTRACT EXPENSES TO DATE	e REMAINING CONTRACT BALANCE (a-d)	f % of Budget Expended (d/a)
1a - 1b; 2a - 2c, 4d - 4e - Personnel				-	-	
Benefits				-	-	
3a: Pro-Social Activities/San Ysidro Nueva Vida				-	-	
3b: Individual Pro-Social Activities (S.P.A.R.K.)				-	-	
4a:Community Calendar				-	-	
4b: Monthly Community Meetings				-	-	
4e: Restorative Justice Leadership/Promotora Program				-	-	
4f: Community Championship /Community Safety Survey				-	-	
4f:Media Project				-	-	
Totals		-	-	-	-	
TOTAL EXPENDITURES			\$	-		
LESS PROGRAM INCOME			\$	-		
TOTAL EXPENDITURES BILLED			\$	-		

I hereby certify under penalty of perjury that the amount billed above is true and correct in accordance with the contract.

Vendor / Contractor Authorized Signature:

Date:
Accounting Contact Person:
Phone Number:
Fax Number:
E-mail Address:

PROBATION DEPARTMENT STAFF USE ONLY			
Invoice Amount:		SAP DOC #	
Adjustment:		Input Date:	
Net Payment:		Name:	
Explanation:		Approver:	
Contract Monitor:		Date:	



COUNTY OF SANTA CLARA SERVICE AGREEMENT

STANDARD PROVISIONS

Changes to the terms and conditions in this section require approval of County Counsel

A. ENTIRE AGREEMENT

This Agreement and its Appendices (if any) constitutes the final, complete and exclusive statement of the terms of the agreement between the parties. It incorporates and supersedes all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

B. AMENDMENTS

This agreement may only be amended by a written instrument signed by the Parties.

C. CONFLICTS OF INTEREST

Contractor shall comply, and require its subcontractors to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the County.

In accepting this Agreement, Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that, in the performance of this Agreement, it will not employ any contractor or person having such an interest. Contractor, including but not limited to contractor's employees and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall, upon execution of this Agreement, provide the County with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to Contractor's employees, agents and subcontractors, who could be substantively involved in "mak[ing] a governmental decision" or "serv[ing] in a staff capacity" and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position, (2 CCR 18700.3), as part of Contractor's service to the County under this Agreement. Contractor shall immediately notify the County of the names and email addresses of any additional individuals later assigned to provide such service to the County under this Agreement in such a capacity. Contractor shall immediately notify the County of the names of individuals working in such a capacity who, during the course of the Agreement, end their service to the County.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall ensure that all such individuals identified pursuant to this section understand that they are subject to the Act and shall conform to all requirements of the Act and other applicable laws and regulations, including but not limited to those listed in subpart (ii) of the first sentence of this Section VI.C including, as required, filing of Statements of Economic Interests within 30 days of commencing service pursuant to this Agreement, annually by April 1, and within 30 days of their termination of service pursuant to this Agreement.

D. GOVERNING LAW, VENUE

This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in the County of Santa Clara.

E. ASSIGNMENT

No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other party.



COUNTY OF SANTA CLARA SERVICE AGREEMENT

F. ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS

Contractor assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County pursuant to this Agreement.

G. WAIVER

No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party shall be in writing and shall apply to the specific instance expressly stated.

H. COMPLIANCE WITH ALL LAWS, INCLUDING NONDISCRIMINATION, EQUAL OPPORTUNITY, AND WAGE THEFT PREVENTION

- (1) Compliance with All Laws. Contractor shall comply with all applicable Federal, State, and local laws, regulations, rules, and policies (collectively, "Laws"), including but not limited to the non-discrimination, equal opportunity, and wage and hour Laws referenced in the paragraphs below.
- (2) Compliance with Non-Discrimination and Equal Opportunity Laws: Contractor shall comply with all applicable Laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not limited to the following: Santa Clara County's policies for contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Gov. Code § 12900 et seq.); California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. In addition to the foregoing, Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political belief, organizational affiliation, or marital status in the recruitment, selection for training (including but not limited to apprenticeship), hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.
- (3) Compliance with Wage and Hour Laws: Contractor shall comply with all applicable wage and hour Laws, which may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and, if applicable, any local minimum wage, prevailing wage, or living wage Laws.
- (4) Definitions: For purposes of this Subsection H, the following definitions shall apply. A "Final Judgment" shall mean a judgment, decision, determination, or order (a) which is issued by a court of law, an investigatory government agency authorized by law to enforce an applicable Law, an arbiter, or arbitration panel and (b) for which all appeals have been exhausted or the time period to appeal has expired. For pay equity Laws, relevant investigatory government agencies include the federal Equal Employment Opportunity Commission, the California Division of Labor Standards Enforcement, and the California Department of Fair Employment and Housing. Violation of a pay equity Law shall mean unlawful discrimination in compensation on the basis of an individual's sex, gender, gender identity, gender expression, sexual orientation, race, color, ethnicity, or national origin under Title VII of the Civil Rights Act of 1964 as amended, the Equal Pay Act of 1963, California Fair Employment and Housing Act, or California Labor Code section 1197.5, as applicable. For wage and hour Laws, relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, and the City of San Jose's Office of Equality Assurance.
- (5) Prior Judgments, Decisions or Orders against Contractor: By signing this Agreement, Contractor affirms that it has disclosed any final judgments that (A) were issued in the five years prior to executing this Agreement by a court, an investigatory government agency, arbiter, or arbitration panel and (B) found that Contractor violated an applicable wage and hour law or pay equity law. Contractor further affirms that it has satisfied and complied with – or has reached Agreement with the County regarding the manner in which it will satisfy – any such final judgments.



COUNTY OF SANTA CLARA SERVICE AGREEMENT

- (6) Violations of Wage and Hour Laws or Pay Equity Laws During Term of Contract: If at any time during the term of this Agreement, Contractor receives a Final Judgment rendered against it for violation of an applicable wage and hour Law or pay equity Law, then Contractor shall promptly satisfy and comply with any such Final Judgment. Contractor shall inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM) of any relevant Final Judgment against it within 30 days of the Final Judgment becoming final or of learning of the Final Judgment, whichever is later. Contractor shall also provide any documentary evidence of compliance with the Final Judgment within 5 days of satisfying the Final Judgment. Any notice required by this paragraph shall be addressed to the Office of the County Executive-OCCM at 70 W. Hedding Street, East Wing, 11th Floor, San José, CA 95110. Notice provisions in this paragraph are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the Office of the County Executive-OCCM satisfies the notice requirements in this paragraph.
- (7) Access to Records Concerning Compliance with Pay Equity Laws: In addition to and notwithstanding any other provision of this Agreement concerning access to Contractor's records, Contractor shall permit the County and/or its authorized representatives to audit and review records related to compliance with applicable pay equity Laws. Upon the County's request, Contractor shall provide the County with access to any and all facilities and records, including but not limited to financial and employee records, that are related to the purpose of this Subsection H, except where prohibited by federal or state laws, regulations or rules. County's access to such records and facilities shall be permitted at any time during Contractor's normal business hours upon no less than 10 business days' advance notice.
- (8) Pay Equity Notification: Contractor shall (1) at least once in the first year of this Agreement and annually thereafter, provide each of its employees working in California and each person applying to Contractor for a job in California (collectively, "Employees and Job Applicants") with an electronic or paper copy of all applicable pay equity Laws or (2) throughout the term of this Agreement, continuously post an electronic copy of all applicable pay equity Laws in conspicuous places accessible to all of Contractor's Employees and Job Applicants.
- (9) Material Breach: Failure to comply with any part of this Subsection H shall constitute a material breach of this Agreement. In the event of such a breach, the County may, in its discretion, exercise any or all remedies available under this Agreement and at law. County may, among other things, take any or all of the following actions:
- (i) Suspend or terminate any or all parts of this Agreement.
 - (ii) Withhold payment to Contractor until full satisfaction of a Final Judgment concerning violation of an applicable wage and hour Law or pay equity Law.
 - (iii) Offer Contractor an opportunity to cure the breach.
- (10) Subcontractors: Contractor shall impose all of the requirements set forth in this Subsection H on any subcontractors permitted to perform work under this Agreement. This includes ensuring that any subcontractor receiving a Final Judgment for violation of an applicable Law promptly satisfies and complies with such Final Judgment.

I. TERMINATION



Standard Termination Language

The County may, by written notice to Contractor, terminate all or part of this Agreement at any time for the convenience of the County. The notice shall specify the effective date and the scope of the termination. In the event of termination, Contractor shall deliver to County all documents prepared pursuant to the Agreement, whether complete or incomplete. Contractor may retain a copy for its records. Upon receipt of the documents, Contractor shall be compensated based on the completion of services provided, as solely and reasonably determined by County.

-OR-



Alternate Termination Language Attached as Exhibit _____, incorporated by this reference.
(Requires County Counsel Approval)

J. BUDGET CONTINGENCY

This Agreement is contingent upon the appropriation of sufficient funding by the County for the services covered by this Agreement. If funding is reduced or deleted by the County for the services covered by this Agreement, the County has the option to either terminate this Agreement with no liability occurring to the County or to offer an amendment to this Agreement indicating the reduced amount.

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COUNTY OF SANTA CLARA SERVICE AGREEMENT

K. COUNTY NO-SMOKING POLICY

Contractor and its employees, agents and subcontractors, shall comply with the County's No-Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

L. FOOD AND BEVERAGES STANDARDS

Except in the event of an emergency or medical necessity, the following nutritional standards shall apply to any foods and/or beverages purchased by Contractor with County funds for County-sponsored meetings or events.

If food is to be provided, healthier food options shall be offered. "Healthier food options" include (1) fruits, vegetables, whole grains, and low fat and low calorie foods; (2) minimally processed foods without added sugar and with low sodium; (3) foods prepared using healthy cooking techniques; and (4) foods with less than 0.5 grams of trans fat per serving. Whenever possible, Contractor shall (1) offer seasonal and local produce; (2) serve fruit instead of sugary, high calorie desserts; (3) attempt to accommodate special, dietary and cultural needs; and (4) post nutritional information and/or a list of ingredients for items served. If meals are to be provided, a vegetarian option shall be provided, and the Contractor should consider providing a vegan option.

If pre-packaged snack foods are provided, the items shall contain: (1) no more than 35% of calories from fat, unless the snack food items consist solely of nuts or seeds; (2) no more than 10% of calories from saturated fat; (3) zero trans-fat; (4) no more than 35% of total weight from sugar and caloric sweeteners, except for fruits and vegetables with no added sweeteners or fats; and (5) no more than 360 mg of sodium per serving.

If beverages are to be provided, beverages that meet the County's nutritional criteria are (1) water with no caloric sweeteners; (2) unsweetened coffee or tea, provided that sugar and sugar substitutes may be provided as condiments; (3) unsweetened, unflavored, reduced fat (either nonfat or 1% low fat) dairy milk; (4) plant-derived milk (*e.g.*, soy milk, rice milk, and almond milk) with no more than 130 calories per 8 ounce serving; (5) 100% fruit or vegetable juice (limited to a maximum of 8 ounces per container); and (6) other low-calorie beverages (including tea and/or diet soda) that do not exceed 40 calories per 8 ounce serving. Sugar-sweetened beverages shall not be provided.

M. CONTRACTING PRINCIPLES

All entities that contract with the County to provide services where the contract value is \$100,000 or more per budget unit per fiscal year and/or as otherwise directed by the Board, shall be fiscally responsible entities and shall treat their employees fairly. To ensure compliance with these contracting principles, all contractors shall: (1) comply with all applicable federal, state and local rules, regulations and laws; (2) maintain financial records, and make those records available upon request; (3) provide to the County copies of any financial audits that have been completed during the term of the contract; (4) upon the County's request, provide the County reasonable access, through representatives of the Contractor, to facilities, financial and employee records that are related to the purpose of the contract, except where prohibited by federal or state laws, regulations or rules.

N. CALIFORNIA PUBLIC RECORDS ACT

The County is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Contractor's proprietary information is contained in documents or information submitted to County, and Contractor claims that such information falls within one or more CPRA exemptions, Contractor must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the County will make best efforts to provide notice to Contractor prior to such disclosure. If Contractor contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the County is required to respond to the CPRA request. If Contractor fails to obtain such remedy within the time the County is required to respond to the CPRA request, County may disclose the requested information.

Contractor further agrees that it shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by the Contractor.



COUNTY OF SANTA CLARA SERVICE AGREEMENT

O. THIRD PARTY BENEFICIARIES

This agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the parties.

P. INTELLECTUAL PROPERTY RIGHTS

Ownership: County shall own all right, title and interest in and to the Deliverables. For purposes of this Agreement, the term "Deliverables" shall mean any documentation and deliverables created by Contractor during the performance of services that are identified in this Agreement. Contractor hereby assigns to the County all rights, title and interest in and to any and all intellectual property whether or not patentable or registrable under patent, copyright, trademark or similar statutes, made or conceived or reduced to practice or learned by Contractor, either alone or jointly with others, during the period of Contractor's agreement with the County or result from the use of premises leased, owned or contracted for by the County.

Contractor acknowledges that all original works of authorship which are made by Contractor (either solely or jointly with others) within the scope of this Agreement and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C. Section 101), and shall belong solely to County. Contractor agrees that the County will be the copyright owner in all copyrightable works of every kind and description created or delivered by Contractor, either solely or jointly with others, in connection with any agreement with the County.

Q. INTELLECTUAL PROPERTY INDEMNITY

Contractor represents and warrants for the benefit of the County and its users that, to its knowledge, as of the effective date of this Agreement, Contractor is the exclusive owner of all rights, title and interest in the Deliverables and/or services provided pursuant to this Agreement. Contractor shall defend, indemnify and hold the County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and reasonable attorney's fees) by a third party alleging the Deliverables and/or services provided pursuant to this Agreement infringe upon any intellectual property rights of third parties. This indemnity and duty to defend is in addition to and does not supersede the requirements stated in VII of this agreement.

R. OWNERSHIP RIGHTS TO MATERIALS/RESTRICTIONS ON USE

All materials obtained, developed or prepared by Contractor in the course of performing services hereunder, including but not limited to videotapes, audio recordings, still photographs, ads or brochures, and the derivative works, patent, copyright, trademark, trade secret or other proprietary rights associated therewith (collectively "Deliverables"), shall be the sole and exclusive property of the County. To the extent Contractor owns or claims ownership rights to said Deliverables, Contractor hereby expressly assigns all said rights, title, and interest in and to the Deliverables to the County pursuant to the terms and conditions of this Agreement and at no additional cost. The County has the exclusive royalty-free irrevocable right to duplicate, publish or otherwise use for any purpose, all materials prepared under this Agreement. If Contractor wishes to use the materials prepared hereunder for any purpose including but not limited to promotional, educational or commercial purposes, the Contractor shall obtain prior written authorization from the County, which consent may be withheld by the County in its sole discretion. Contractor acknowledges that all original works of authorship which are made by Contractor (solely or jointly with others) within the scope of this Agreement and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C., Section 101), and shall belong solely to County. Contractor agrees that the County will be the copyright owner in all copyrightable works of every kind and description created or developed by Contractor, solely or jointly with others, in connection with any agreement with the County. If requested to, and at no further expense to the County, Contractor will execute in writing any acknowledgments or assignments of copyright ownership of such copyrightable works as may be appropriate for preservation of the worldwide ownership in the County and its nominees of such copyrights. This section shall apply to the extent not otherwise provided under this agreement.



COUNTY OF SANTA CLARA SERVICE AGREEMENT

S. COUNTY DATA

(1) Definitions: "County Data" shall mean data and information received by Contractor from County. County Data includes any information or data that is transported across a County network, or that resides in a County-owned information system, or on a network or system under the control and management of a contractor for use by County. "County Confidential Information" shall include all material, non-public information (including material, non-public County Data) appearing in any form (including, without limitation, written, oral or displayed), that is disclosed, directly or indirectly, through any means of communication by County, its agents or employees, to Contractor, its agents or employees, or any of its affiliates or representatives.

(2) Contractor shall not acquire any ownership interest in County Data (including County Confidential Information). As between Contractor and County, all County Confidential Information and/or County Data shall remain the property of the County. Contractor shall not, without County's written permission, use or disclose County Data (including County Confidential Information) other than in the performance of its obligations under this Agreement.

(3) Contractor shall be responsible for establishing and maintaining an information security program that is designed to ensure the security and confidentiality of County Data, protect against any anticipated threats or hazards to the security or integrity of County Data, and protect against unauthorized access to or use of County Data that could result in substantial harm or inconvenience to County or any end users. Upon termination or expiration of this Agreement, Contractor shall seek and follow County's direction regarding the proper disposition of County Data.

(4) Contractor shall take appropriate action to address any incident of unauthorized access to County Data, including addressing and/or remedying the issue that resulted in such unauthorized access, and notifying County by phone or in writing within 24 hours of any incident of unauthorized access to County Data, or any other breach in Contractor's security that materially affects County or end users. If the initial notification is by phone, Contractor shall provide a written notice within 5 days of the incident. Contractor shall be responsible for ensuring compliance by its officers, employees, agents, and subcontractors with the confidentiality, privacy, and information security requirements of this Agreement. Should County Confidential Information and/or legally protected County Data be divulged to unauthorized third parties, Contractor shall comply with all applicable federal and state laws and regulations, including but not limited to California Civil Code sections 1798.29 and 1798.82 at Contractor's sole expense. Contractor shall not charge County for any expenses associated with Contractor's compliance with these obligations.

(5) Contractor shall defend, indemnify and hold County harmless against any claim, liability, loss, injury or damage arising out of, or in connection with, the unauthorized use, access, and/or disclosure of information by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County.

T. PAYMENT TERM [NOT APPLICABLE TO COMMUNITY BASED ORGANIZATIONS – Describe payment terms for CBO's in Section V. (D) PAYMENT SCHEDULE]

The County's standard payment term shall be Net Thirty (30), unless otherwise agreed to by the parties. Payment shall be due Net Thirty (30) days from the date of receipt and approval of correct and proper invoices. Payment is deemed to have been made on the date the County mails the warrant or initiates the electronic funds transfer.

U. CONTRACT EXECUTION

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



COUNTY OF SANTA CLARA SERVICE AGREEMENT

V. LIVING WAGE (IF APPLICABLE)

Unless otherwise exempted or prohibited by law or County policy, where applicable, Contractors that contract with the County to provide Direct Services developed pursuant to a formal Request for Proposals process, as defined in County of Santa Clara Ordinance Code Division B36 ("Division B36") and Board Policy section 5.5.5.5 ("Living Wage Policy"), and their subcontractors, where the contract value is \$100,000 or more ("Direct Services Contract"), must comply with Division B36 and the Living Wage Policy and compensate their employees in accordance with Division B36 and the Living Wage Policy. Compliance and compensation for purposes of this provision includes, but is not limited to, components relating to fair compensation, earned sick leave, paid jury duty, fair workweek, worker retention, fair chance hiring, targeted hiring, local hiring, protection from retaliation, and labor peace. If Contractor and/or a subcontractor violates this provision, the Board of Supervisors or its designee may, at its sole discretion, take responsive actions including, but not limited to, the following:

- (a) Suspend, modify, or terminate the Direct Services Contract.
- (b) Require the Contractor and/or Subcontractor to comply with an appropriate remediation plan developed by the County.
- (c) Waive all or part of Division B36 or the Living Wage Policy.

This provision shall not be construed to limit an employee's rights to bring any legal action for violation of the employee's rights under Division B36 or any other applicable law. Further, this provision does not confer any rights upon any person or entity other than the Board of Supervisors or its designee to bring any action seeking the cancellation or suspension of a County contract. By entering into this contract, Contractor certifies that it is currently complying with Division B36 and the Living Wage Policy with respect to applicable contracts and warrants that it will continue to comply with Division B36 and the Living Wage Policy with respect to applicable contracts.

W. COVID-19 REQUIREMENTS (IF APPLICABLE)

Contractor shall comply with all County requirements relating to COVID-19 for persons who routinely perform services for the County onsite and share airspace with or proximity to other people at a County facility as part of their services for the County, including but not limited to vaccination, as applicable and periodically updated, and available at <https://procurement.sccgov.org/doing-business-county/contractor-vaccinations> and incorporated herein by this reference. If applicable, Contractor shall complete the Contractor Certification of Compliance with COVID-19 Vaccine Requirements ("Certification"), attached hereto as Exhibit A-. Contractor shall comply with the requirements of this Section for the entire term of this Agreement.

Contractor shall comply with all reasonable requests by County for documentation demonstrating Contractor's compliance with this Section. Failure by Contractor to comply with any of the requirements of this Section (including but not limited to vaccination and masking requirements and completion and submittal of the Certification) is a material breach of this Agreement, and the County may, in its sole discretion terminate this Agreement immediately or take other action as the County may determine to be appropriate.

EXHIBIT A

COVID-19 REQUIREMENTS

Contractor shall comply with all County requirements relating to COVID-19 for persons who routinely perform services for the County onsite and share airspace with or proximity to other people at a County facility as part of their services for the County ("County's COVID-19 Requirements"), including but not limited to vaccination, as applicable and periodically updated, and available at <https://procurement.sccgov.org/doing-business-county/contractor-vaccinations> and incorporated herein by this reference.

If Contractor is providing in-person services to community members ("Direct Client Services") under this Agreement, all references in the County's COVID-19 Requirements and below referenced Certification to "onsite" and "County facility" shall be deemed to also refer to any indoor location where Direct Client Services are provided, including when services are provided at non-County facilities. Accordingly, such Contractors shall comply with the County's COVID-19 Requirements when providing Direct Client Services indoor at any location. Any reporting pursuant to the Certification of Contractor's personnel who are not fully vaccinated and up-to-date on boosters for which they are eligible and who are providing Direct Client Services at non-County facilities shall be to the COVID-19 Designee for the County department that manages this Agreement.

If applicable, Contractor shall complete the Contractor Certification of Compliance with COVID-19 Vaccine Requirements ("Certification"), attached hereto as Exhibit A-2 . Contractor shall comply with the requirements of this Section for the entire term of this Agreement.

Contractor shall comply with all reasonable requests by County for documentation demonstrating Contractor's compliance with this Section. Failure by Contractor to comply with any of the requirements of this Section (including but not limited to vaccination and masking requirements and completion and submittal of the Certification) is a material breach of this Agreement, and the County may, in its sole discretion terminate this Agreement immediately or take other action as the County may determine to be appropriate.

**CONTRACTOR CERTIFICATION OF COMPLIANCE WITH
COVID-19 VACCINE REQUIREMENTS
(Version Effective September 27, 2022)**

Contractor Information:

Contractor name:

city of Gilroy

Name of Contractor representative:

Jimmy Forbis

Contractor phone number:

408-846-0250

Contractor email address:

Jimmy.Forbis@ci.gilroy.ca.us

Contractor Certification. On behalf of Contractor, I hereby certify that:

1. Contractor has reviewed and is in compliance with all current County requirements regarding COVID-19 vaccination applicable to contractor's personnel working at County facilities, including but not limited to the requirements in the County's memorandum regarding COVID-19 Vaccine Requirement for County Personnel ("County Vaccine Policy"), the County's memorandum regarding Application of COVID-19 Vaccination Requirement to County Contractors, Interns, and Volunteers, all current State and County Health Officer orders, and any other County requirements. These memoranda and current County policies are accessible at <<https://procurement.sccgov.org/doing-business-county/contractor-vaccinations>>. Contractor understands that it is responsible for reviewing and maintaining compliance with all subsequent revisions or amendments to State and County orders and requirements regarding COVID-19.
2. As of the date signed below:
 - a. Contractor understands that it must confirm, and has confirmed, that all of contractor's personnel (including any subcontractor personnel) who routinely perform services for the County onsite and share airspace with or proximity to other people at an indoor County facility as part of their services for the County¹ are:
 - i. Fully vaccinated against COVID-19 as defined and required in the County Vaccine Policy;² or

¹ As established in the County's Memorandum Regarding Application of COVID-19 Vaccination Requirement to County Contractors, Interns, and Volunteers, contractors performing work at closed construction sites are not required to comply with the County's vaccination requirements, but must comply with all applicable federal, state, and local public health laws, including but not limited to any vaccination, testing, and masking requirements.

² County departments are required by law to implement any State-issued requirements, including ones that are more restrictive than the County's internal policies. As of the date of this policy, the California Department of Public Health (CDPH) requires that workers in [health care facilities](#), as well as specified workers in [custodial settings](#), obtain a COVID-19 booster dose. Thus, contractor personnel subject to this CDPH booster requirement are expected to comply with it, in addition to the County's policy. The exemption process in Section C of the County Vaccine Policy shall apply to any requests for exemption from the State booster requirement.

- ii. Have a legally sufficient and approved medical, disability, or religious exemption from vaccination that has been granted by contractor.
- b. Contractor has verified and will continue to verify the vaccination status of all staff working on site at any County facility, and has obtained proof of vaccination from its staff in a form consistent with the California Department of Public Health's Vaccine Records Guidelines and Standards.
- 3. If contractor seeks to send any personnel who are not fully vaccinated to work indoors at any County facility because the contractor has granted them an exemption, contractor shall notify the County in writing by providing a list of any such personnel to the COVID-19 Designee for the department that manages the facility where the contractor personnel will be working at least 96 hours in advance of any such personnel arriving onsite so that the department has sufficient time to determine whether it will approve the contractor's requests that its personnel work onsite and, if approved, can ensure that the contractor has complied with all applicable COVID-19 safety requirements for unvaccinated individuals, including, where applicable, regular testing and the use of a fit-tested N95 mask.³ Notice must be separately provided to each department that manages a facility where contractor seeks to assign personnel to work onsite.
- 4. If any of contractor's personnel are noncompliant with vaccination or testing requirements, contractor will notify the County Department for which they are providing services immediately and will not permit those personnel to go onsite at a County facility without express written permission from the County.
- 5. Contractor will comply with all reasonable requests by the County for documentation demonstrating the contractor's compliance with this Certification.

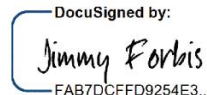
I verify the truth and accuracy of the statements in this Certification under penalty of perjury under the laws of the State of California.

Jimmy Forbis

City Administrator

Name of authorized representative of
Contractor

Title

DocuSigned by:

FAB7DCFFD9254E3...

Signature

Date

³ If contractor sends personnel who are not fully vaccinated, it is contractor's obligation to ensure that it has any necessary authorization under the California Confidentiality of Medical Information Act, Cal. Civ. Code §§ 56 *et. seq.*, and under any other laws to share this information with the County.

EXHIBIT B-2 (revised)

INSURANCE REQUIREMENTS FOR
STANDARD CONTRACTS ABOVE \$100,000

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

EXHIBIT B-2 (revised)

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
 - a. Each occurrence - \$1,000,000
 - b. General aggregate - \$2,000,000
 - c. Products/Completed Operations aggregate - \$2,000,000
 - d. Personal Injury - \$1,000,000
2. General liability coverage shall include:
 - a. Premises and Operations
 - b. Products/Completed
 - c. Personal Injury liability
 - d. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the

EXHIBIT B-2 (revised)

additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

EXHIBIT B-2 (revised)

3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.