CITY COUNCIL REGULAR MEETING AGENDA

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

MAYOR
Greg Bozzo

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

MONDAY, JANUARY 5, 2026 | 6:00 PM

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

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

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

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

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

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

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

post the documents before the meeting.

KNOW YOUR RIGHTS UNDER THE GILROY OPEN GOVERNMENT ORDINANCE

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

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

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

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

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

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

bit.ly/3FBiGA0

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

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

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

The agenda for this regular meeting is outlined as follows:

1. OPENING

1.1. Call to Order

1.2. Roll Call

1.3. City Clerk's Report on Posting the Agenda

1.4. Pledge of Allegiance

1.5. Invocation

1.6. Orders of the Day

1.7. Employee Introductions

2. COUNCIL CORRESPONDENCE (Informational Only)

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 publiccomment@cityofgilroy.org or mailed to the Gilroy City Clerk's Office at City Hall, 7351 Rosanna Street, Gilroy, CA 95020. Comments received by the City Clerk's Office by 1:00 pm on the day of a Council meeting will be distributed to the City Council prior to or at the meeting and available for public inspection with the agenda packet located in the lobby of Administration at City Hall, 7351 Rosanna Street, prior to the meeting. Any correspondence received will be incorporated into the meeting record. Items received after the 1:00pm deadline will be provided to the City Council as soon as practicable. Written material provided by public members under this section of the agenda will be limited to 10 pages in hard copy. An unlimited amount of material may be provided electronically.

4. REPORTS OF COUNCIL MEMBERS

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

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

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

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

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

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

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

5. BOARD AND COMMISSION INTERVIEWS

5.1. Interviews for Open Seats on Boards, Commissions, and Committees with Future Appointment on January 26, 2026

6. CONSENT CALENDAR

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

6.1. Approve the minutes of the December 8, 2025 City Council Special Meeting, December 8, 2025 Regular Meeting, and the December 15, 2025 City Council Special Meeting.

6.2. Adopt the City Seal and Logo Use Policy

6.3. Acceptance of a State of California Department of Justice, Tobacco Grant Program Award in the Amount of $291,546 and Adoption of a Resolution of the City Council of the City of Gilroy Approving Fiscal Year 2025-26 and 2026-2027 Budget Amendments

6.4. Council Concurrence with the Issuance of the Recreation Assessment Request for Proposals

1. Staff Report:
   Bryce Atkins, Deputy Director of Community Development

2. Public Comment

3. Possible Action:
Council concur with the issuance of the Recreation Assessment Request for Proposals

7. BIDS AND PROPOSALS

7.1. For the Love of Gilroy Public Art Campaign - Selection of 14 Designs and Award of Intellectual Property Rights Agreements for $500 Each

1. Staff Report:
Bryce Atkins, Deputy Director of Community Development

2. Public Comment

3. Possible Action:
Council approval of the Arts and Culture Commission's recommended award order of designs for purchase.

8. PUBLIC HEARINGS

8.1. Consider Adopting an Urgency Interim Ordinance Prohibiting the Issuance of Tobacco Retailer Permits for a Period Not to Exceed Forty-Five (45) Days Citywide

1. Disclosure of Ex-Parte Communications

2. Staff Report:
Sharon Goei, Community Development Director

3. Open Public Hearing

4. Close Public Hearing

5. Possible Action:

    1. Determine this action is exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines;
    2. Adopt an Urgency Interim Ordinance establishing a temporary prohibition on the issuance or approval of any new Tobacco Retailer Permits citywide within the City of Gilroy pursuant to California Government Code Section 65858; and
    3. Make findings, as incorporated in the ordinance, that adoption of the ordinance is necessary for the immediate preservation of public health, safety, and welfare, particularly regarding the protection of minors throughout the City.

9. INTRODUCTION OF NEW BUSINESS

9.1. Appointment of Matt Morley as City Administrator Effective February 9, 2026,

and Approval of Employment Agreement

1. Disclosure of Ex-Parte Communications
2. Staff Report:
   Greg Bozzo, Mayor
   Dion Bracco, Council Member
   Terence Fugazzi, Council Member
3. Open Public Hearing
4. Close Public Hearing
5. Possible Action:
    1. Appoint Matt Morley as City Administrator Effective February 9, 2026
    2. Approve City Administrator Employment Agreement for Matt Morley and Authorize the Mayor to Execute the Agreement

9.2. City Council Appointment of Harjot Sangha as Interim City Administrator for the Period of January 5, 2026 through February 8, 2026

10. CITY ADMINISTRATOR'S REPORTS

11. CITY ATTORNEY'S REPORTS

12. CLOSED SESSION

12.1. Public Employee Appointment/Employment Pursuant to Government Code Section 54957 and Gilroy City Code Section 17A.11(2)
Name/Title: Economic Development Director

13. ADJOURN TO OPEN SESSION

14. ADJOURNMENT

City of Gilroy
STAFF REPORT

Agenda Item Title:	**Interviews for Open Seats on Boards, Commissions, and Committees with Future Appointment on January 26, 2026**
Meeting Date:	January 5, 2026
From:	Brad Kilger, Interim City Administrator
Department:	Administration
Submitted by:	Kim Mancera, City Clerk
Prepared by:	Kim Mancera, City Clerk

STRATEGIC PLAN GOALS:

RECOMMENDATION

Interview candidates for open seats on City of Gilroy boards, commissions, and committees.

EXECUTIVE SUMMARY

BACKGROUND

The City Council opened the annual recruitment period ending December 19, 2025, to fill seats on nine Boards, Commissions, and Committees with member terms vacant or expiring as of December 31, 2025:

Arts and Culture Commission – Two (2) seats with terms expiring 12/31/2029

Open Government Commission – One (1) seat with a term expiring 12/31/2029

Parks and Recreation Commission – Three (3) seats with terms expiring 12/31/2029

Planning Commission – Two (2) seats with terms expiring 12/31/2029

In addition, the following seats are vacant due to resignations or terminations:

Arts & Culture Commission:
One (1) vacant seat with a term expiring 12/31/2027
Two (2) vacant seats with terms expiring 12/31/2029

Building Board of Appeals:
One (1) vacant seat with a term expiring 12/31/2027
Two (2) vacant seats with terms expiring 12/31/2029

Library Bond Oversight Committee:
Three (3) vacant seats with terms expiring when funds are fully allocated (2027-2028)

Library Commission:
Two (2) vacant seats with terms expiring 12/31/2027

Parks and Recreation Commission:
One (1) vacant seat with a term expiring 12/31/2027

Personnel Commission:
Two (2) vacant seats with terms expiring 12/31/2029

Physically Challenged Board of Appeals:
One (1) vacant seat with a term expiring 12/31/2029
Three (3) vacant seats with terms expiring 12/31/2027

ANALYSIS

At the close of the application period, the following applications were received:

Arts & Culture Commission Applicant

1. Jacqueline Cianci
2. Camille McCormack

Building Board of Appeals Applicant
N/A

Library Bond Oversight Committee
N/A

Library Commission Applicant

1. Jan Guffey
2. Christina Tovar

Open Government Commission Applicant

1. Blanca McMurray

Parks and Recreation Commission Applicants

1. Andrew Brinton
2. Jesse Jimenez
3. Emily Miller

Personnel Commission Applicants

1. Danny Edde-Mitchell
2. Martha Martinez

Physically Challenged Board of Appeals Applicants
N/A

Planning Commission Applicants

1. Makhan Gupta
2. Martha Martinez

Interviews have been scheduled with the City Council at this evening's meeting, and appointments are scheduled to take place at the regular meeting on January 26, 2026.

For those seats without sufficient applications, the recruitment efforts will remain open. Moving forward, staff will present candidates for interviews and appointments to the City Council only in cases where a board, commission, or committee lacks the minimum number of members required to meet quorum requirements as per the Brown Act.

ALTERNATIVES

Not Applicable.

FISCAL IMPACT/FUNDING SOURCE

There are no costs incurred from conducting the interviews for, nor appointing individuals to, the City's boards, committees and commissions.

PUBLIC OUTREACH

This item was included on the publicly posted agenda for this meeting.

NEXT STEPS

With the completion of interviews, staff will return to Council on January 26, 2026 to request Council appointments of members of the public to the various open seats on the City's boards, committees and commissions.

Attachments:

1. Cianci, Jacqueline - Arts and Culture Commission_Redacted
2. McCormack, Camille Arts and Culture Commission_Redacted
3. Guffey, Jan - Library Commission_Redacted
4. Tovar, Christina - Library Commission_Redacted
5. McMurray, Blanca - Open Government Commission_Redacted
6. Brinton, Andrew - Parks and Recreation Commission_Redacted
7. Jimenez, Jesse - Parks and Recreation Commission_Redacted
8. Miller, Emily - Parks & Recreation Commission_Redacted
9. Edde-Mitchell, Danny - Personnel Commission_Redacted
10. Martinez, Martha - Planning Commission and Personnel Commission_Redacted
11. Gupta, Makhan - Planning Commission_Redacted

Boards/Committees/Commissions Application Form

Board/Committee/Commissions	• Arts and Culture Commission
First Name	Jacqueline
Middle Name	Sophia
Last Name	Cianci
Home Address	[redacted]
City	Gilroy
State	CA
Zip	95020
Are you a registered voter within the City of Gilroy?	Yes
Primary Phone Type	Mobile
Primary Phone Number	[redacted]
E-mail Address	[redacted]
Driver's License/ID Number	[redacted]
Date of Birth	[redacted]
Last 4 of SSN	[redacted]
List your qualifications for this appointment:	-15+ years experience partnering with community organizations and local businesses to promote community growth and inclusion -15+ years experience event organizing for community events thru non profit organization including : YMCA, Tulip Kids, Great Mall management group, First 5 California, Santa Clara Food Banks, San Jose Fire Department Toy Drive, Christmas in the Park and Fanimecon -10+ years experience in budgeting and forecasting for community events and programs
List any service to the community incluiding any prior appointments:	Though I am new to the Gilroy community, having just moved here January of this year, these are past community service experiences from my time living in San Jose: -YMCA Early Learning Readiness Director - collaborated with Libraries in the South Bay Area to provide a Milestone Enrichment Program for Families with children 6weeks- 5years old -YMCA AfrerSchool Director- collaborated with schools, districts and local organizations to not only enhance education for students in low income areas but also provide a point of contact for community organizations to bring resources to

	students and their families. - East Valley event planning committee- appointed to be part of a group with other director in various departments to create community events that took place at the YMCA facility - FanimeCon Extravaganza Division Director- appointed lead of the cosplay community focus division with 7 departments under my lead, our focus was on creating events for the cosplay and anime community. I would also be in charge of forecasting the budget for each department, create the media information to be sent out , and build new experience based on community feedback.
What are your goals while serving on this Board/Commission/Committee?	My goals for serving on the art and culture board is to immerse myself in the community and utilize my skills and prior experiences to further expand community involvement and experiences in community events.
Why are you most qualified to serve on this Board/Commission/Committee?	My past experience in collaborating with local businesses and organizations to bring resources and community engagement in the past can prove to be useful in expanding the community involvement in cultivating a diverse and rich city culture.
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, Parks and Recreation 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.	• I agree.
Signature	
Date	11/24/2025

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

City of Gilroy Application
for Board, Commission and Committee Appointment

Board /Commission/Committee of Interest: Arts + Culture

Name: Camille Mc Cormack

Phone numbers(s) / email address [redacted]

Are you a registered voter within the City limits? Yes ✓ No ____

Physical Address* [redacted]

List your qualifications for this appointment: please see my documents included

List any service to the community including any prior appointments: more recent: I currently represent Red Cross and Terra Bella Communities on the Gilroy Chamber of Commerce.

What are your goals while serving on this Board/Commission/Committee?: I would be so honored to continue serving another four years...

Why are you the most qualified to serve on this Board/Commission/Committee?: See included documents

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

Mail or email your application to:

Shawna Freels, City Clerk
City of Gilroy
7351 Rosanna Street, Gilroy, CA 95020
shawna.freels@ci.gilroy.ca.us

The City of Gilroy accepts applications at any time and will keep them on file for one year.

Certificate of Recognition

The City Council of the City of Gilroy

presents to

Camille McCormack

this Certificate in Recognition of Your Valued Service on the Arts & Culture Commission. The City of Gilroy extends its appreciation for your commitment and contributions to our community.

Greg Bozzo

Greg Bozzo, Mayor

Nov. 2025

My mother, Lael McCormack, wheeled her life serving her community. She set an incredible example for me.

She was one of the primary "founders" of both the Public Art and Arts and Culture Commissions, even when there was very limited wheelchair accessibility in our community. She collaborated an indelible sort of partnership with me, of which I 'carry on'. She was a noted Gilroy "Angel of the Arts". My four-year term ended in November, so I am applying for another four years of service.

Thank you

Camille McCormack

12/15/2025

Polio epidemic, '54...my beloved gold-medalist HEROINE!!!



CITY OF GILROY
CALPINE GILROY ENERGY CENTER
BOB LYNCH FORD
GILROY HISTORICAL SOCIETY
THE ALLSTATE FOUNDATION
GAVILAN JOGGERS & STRIDERS
UNITED RENTALS
RONALD G. PRAY COMPANY
ALLSTATE INSURANCE-THE SILVA AGENCY
GILROY DOWNTOWN DEVELOPMENT CORP.
SOUTH VALLEY SYMPHONY
THEATER ANGELS ART LEAGUE
CHEVY'S FRESH MEX RESTAURANT
YOUNG SIGN COMPANY
LAEL McCORMACK
THE McCORMACK GIRLS PARTNERSHIP
JOHN V. BERRI AUXILIARY 6309 VFW
FIRST NATIONAL BANK
GILROY VETERINARY HOSPITAL
HABING FAMILY FUNERAL HOME
COL. K.A. MIKE GILROY & PATRICIA GILROY
NEW DEVELOPMENTS, SHERRI STUART
SANTA TERESA LANES, INC.
GAUB FAMILY TRUST
ANONYMOUS DONORS

In Celebration of Gilroy's Past, Present and Future
In memory of Lael McCormack,
an angel of the arts

City of Gilroy Arts and Culture Commission
Gilroy Public Arts Committee
May 17, 2003



Camille McCormack

Businesswoman | Philanthropist

It was the Bay Area polio epidemic of 1954 that left my mother, overnight, confined to a wheelchair for the rest of her life. I, being just shy of age 3 and the oldest child, was catapulted into a very adult world of problem solving, compassion, team-work, and the consequent honing of a skill-set that, for a girl, would be foundational to my future, very dimensional, professional life.

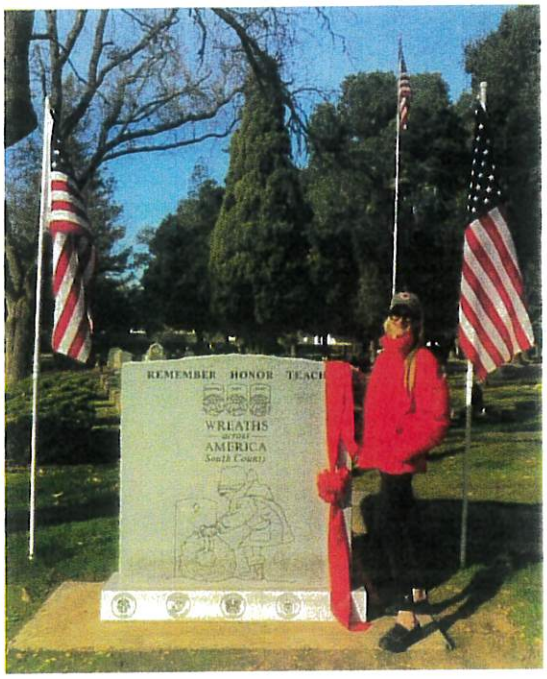
Under the tutelage, so to speak, of a woman of great noble character, indomitable fortitude, and accomplished in a vast array of both personal and professional achievements,

I was exceptionally fortunate. My career has spanned decades when women were trying to define the intersect of both their domestic and professional challenges in a time of expanded opportunity. Educated with an MBA, awards and acknowledgements for many endeavors of excellence, including a Governor's Commendation and a Presidential Pin, as well as an American Red Cross Humanitarian Award and a 50-year Service Pin. I am honored to be a businesswoman and philanthropist in 2022!

My career maturity finds me currently on several boards, from the Silicon Valley Red Cross Board, Red Cross Service to the Armed Forces and International Humanitarian Law boards, the Hawaii Red Cross Advisory Board, City of Gilroy Arts and Culture Commissioner, Terra Bella Communities, Principal, to my service on the National Red Cross Tiffany Circle team; a national group of powerful women giving of their time, treasure, and talent to a significant cause.

2022 is beckoning those of us women with career successes and business acumen to engage in impactful philanthropic efforts which, at our societal juncture, demand our utmost. Let us move forward and make our noble womanhood of great relevance in these times.

Camille McCormack
Businesswoman / Philanthropist
408.355.3587 / camillemc@verizon.net



Camille McCormack – Honoring Tiffany Circle Co-Chair's 60 Years of Red Cross Service

"My mother was renown in that Red Cross era which afforded a brilliant venue for helping shape my civic volunteerism. Being engaged in saving lives leaves a legacy of very tangible and meaningful humanitarian work."

We are humbled to spotlight our Tiffany Circle Co-Chair and volunteer extraordinaire, Camille McCormack. In honor of Military Appreciation Month, we are thrilled to recognize Camille's 60 years of dedicated service – she is a true Red Cross champion.

Camille was born into a San Francisco Bay Area family, her mother having received her training as a Red Cross Water Safety and Lifesaving Instructor in 1949. "My mother was renown in that Red Cross era which afforded a brilliant venue for helping shape my civic volunteerism. Being engaged in saving lives leaves a legacy of very tangible and meaningful humanitarian work." When her mother became wheelchair-bound in the polio epidemic of 1954, three-year-old Camille learned quickly to be her right-hand assistant. She learned problem solving, teamwork, and compassion; all very foundational to her future dedication to service.

Boards/Committees/Commissions Application Form

Board/Committee/Commissions	• Library Commission
First Name	Jan
Middle Name	T
Last Name	Guffey
Home Address	[redacted]
City	Gilroy
State	CA
Zip	95020
Are you a registered voter within the City of Gilroy?	Yes
Primary Phone Type	Mobile
Primary Phone Number	[redacted]
E-mail Address	[redacted]
Driver's License/ID Number	[redacted]
Date of Birth	[redacted]
Last 4 of SSN	[redacted]
List your qualifications for this appointment:	Hi! I am a former librarian and have always loved books since I entered the cool sanctuary of my small town library in hot Visalia, California, as a kid. Books have taken me across continents and across the millenia to experience the lives of others, enriching my life and my understanding of my world. I started a book club about 25 years ago when we were living in San Jose, and I still meet regularly with those old friends as we read and discuss books together each month. I am a consistent and appreciative patron of our beautiful Gilroy Public Library.
List any service to the community incluiding any prior appointments:	I have not served in any official capacity in the City of Gilroy, though through our Environmental Action Committee of our local Gilroy AAUW chapter, we helped put on the first Earth Day celebration in Gilroy in some years in 2025, and hope to do so again this year in April 2026.
What are your goals while serving on this Board/Commission/Committee?	To enhance the public library services to all the population of Gilroy.
Why are you most qualified to	As stated above, I am an avid reader, current consistent user of our wonderful

serve on this Board/Commission/Committee?	Gilroy Public Library, and I am a former librarian with the City of San Jose.
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, Parks and Recreation 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.	• I agree.
Signature	
Date	12/16/2025

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

Boards/Committees/Commissions Application Form

Board/Committee/Commissions	• Library Commission
First Name	Christina
Middle Name	Ruth
Last Name	Tovar
Home Address	[redacted]
City	Gilroy
State	CA
Zip	95020
Are you a registered voter within the City of Gilroy?	Yes
Primary Phone Type	Mobile
Primary Phone Number	[redacted]
Alternate Phone Type	Business
Alternate Phone Number	[redacted]
E-mail Address	[redacted]
Driver's License/ID Number	[redacted]
Date of Birth	[redacted]
Last 4 of SSN	[redacted]
List your qualifications for this appointment:	Active community volunteer Bachelor's degree in finance Master's degree in accountancy Certified Public Accountant Gilroy Business Owner (10 years in business) Previous Community Board Member
List any service to the community incluiding any prior appointments:	AAUW Membership Co-Chair (2020) - Still current member Gilroy Downtown Business Association - Treasurer (2023) & Current Volunteer YMCA House of Toys Committee Chair (2024) & Current Volunteer Gilroy After Hours Rotary Treasurer (2022) Gilroy Rodeo Volunteer Gilroy Downtown Business Owner (2017 to Present)
What are your goals while serving on this	My goal is to help continue the good work that the library and commission are currently doing. I would use my skills and resources to support and take on any

Board/Commission/Committee?	areas that the commission may need assistance with. I see all the valuable programs and services it brings to the community and would like to be a part of making sure they are continued in the future.
Why are you most qualified to serve on this Board/Commission/Committee?	I believe what most qualifies me for this appointment is my high respect for the value that the library brings to the community. I have been a member of the Gilroy Library since I was in elementary school. I value the resources that it offers the community. I also have experience as a community member, business owner and past board chair, which has helped me gain skills in organization, accounting, leadership and teamwork. I have prided myself on having a reputation for being able to be given a task and see it through to its successful completion.
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, Parks and Recreation 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.	• I agree.
Signature	
Date	11/24/2025

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

Boards/Committees/Commissions Application Form

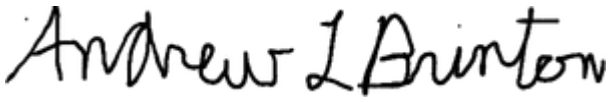
Board/Committee/Commissions	• Open Government Commission
First Name	Blanca
Middle Name	E
Last Name	McMurray
Home Address	[redacted]
City	gilroy
State	CA
Zip	95020
Are you a registered voter within the City of Gilroy?	Yes
Primary Phone Type	Mobile
Primary Phone Number	[redacted]
E-mail Address	[redacted]
Driver's License/ID Number	[redacted]
Date of Birth	[redacted]
Last 4 of SSN	[redacted]
List your qualifications for this appointment:	Open Government Commission
List any service to the community incluiding any prior appointments:	I have no prior appointments. My community service has been associated with my husband's business, South Valley Oral and Facial Surgery. We have donated to the community in different ways, for example, collecting Christmas gifts for Rebekah Children's Services, also collecting backpacks for local elementary schools. I was also part of the first-ever food Truck Flying event in San Martin Airport, which has been a success since 2020.
What are your goals while serving on this Board/Commission/Committee?	I would like to help the Government Commission achieve its goals for a better community and get citizens engaged in matters important to them.
Why are you most qualified to serve on this Board/Commission/Committee?	Serving on the board requires collaboration with diverse members. My ability to listen to and understand diverse perspectives and to build consensus will be invaluable in advancing the board's goals.

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, Parks and Recreation 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.	• I agree.
Signature	
Date	11/21/2025

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

Boards/Committees/Commissions Application Form

Board/Committee/Commissions	• Parks and Recreation Commission
First Name	Andrew
Last Name	Brinton
Home Address	[redacted]
City	Gilroy
State	CA
Zip	95020
Are you a registered voter within the City of Gilroy?	Yes
Primary Phone Type	Mobile
Primary Phone Number	[redacted]
E-mail Address	[redacted]
Driver's License/ID Number	[redacted]
Date of Birth	[redacted]
Last 4 of SSN	[redacted]
List your qualifications for this appointment:	I have strong communications skills both in public speaking as well as collaboration in involving stakeholders and building consensus. I have the ability to be impartial in judgement and commit to put the public interest above individual interests.
List any service to the community incluiding any prior appointments:	This is my first try at an advisory board. I have volunteered in the community since we moved here in 2009 in the schools as well as a coach and director in Gilroy Little League.
What are your goals while serving on this Board/Commission/Committee?	I am interested in improving the experience of using parks, trails, open spaces, and community facilities for all members of the community.
Why are you most qualified to serve on this Board/Commission/Committee?	I and most qualified to serve on this board because I am invested in the health and happiness of our community and know personally how the parks and open spaces the City provide contribute to that goal. I am dedicated, reliable, and prepared to contribute the time, effort, and thoughtful judgment that effective board service requires.
By clicking on this box, I declare	• I agree.

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, Parks and Recreation 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.	
Signature	
Date	11/30/2025

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

Boards/Committees/Commissions Application Form

Board/Committee/Commissions	• Parks and Recreation Commission
First Name	Jesse
Last Name	Jimenez
Home Address	[redacted]
City	Gilroy
State	CA
Zip	95020
Are you a registered voter within the City of Gilroy?	Yes
Primary Phone Type	Mobile
Primary Phone Number	[redacted]
E-mail Address	[redacted]
Driver's License/ID Number	[redacted]
Date of Birth	[redacted]
Last 4 of SSN	[redacted]
List your qualifications for this appointment:	I am currently a commissioner for the Parks and Recreation in the city of Jo Ann would like to extend my time for park improvement
List any service to the community incluiding any prior appointments:	I volunteer my time at the Gary festival, the Gilroy rodeo, city Park cleanups, park and recreation pop-up events, etc.
What are your goals while serving on this Board/Commission/Committee?	To ensure that our parks are safe, clean and enjoyable to our community members. Also exploring new ideas for park improvement.
Why are you most qualified to serve on this Board/Commission/Committee?	I have been a Gilroy resident all my life in my heart and desire is to see Gilroy improved and continue to be the safest community we can be. I have a handful of volunteers with my current organization and position and together we can collaborate and be an asset to our parks and rec department.
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	• I agree.

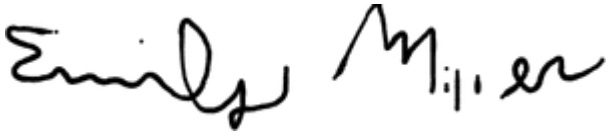
this application and any attachments are subject to disclosure under the Public Records Act and must complete mandatory Open Government Ordinance Training. I further understand that members of the Planning Commission, Parks and Recreation Commission, Building Boards of Appeals, and Physically Challenged Board of Appeals are also subject to filing the Fair Political Practice Commission's Statement of Economic Interest Form 700 relating to financial disclosures.	
Signature	
Date	11/24/2025

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

Boards/Committees/Commissions Application Form

Board/Committee/Commissions	• Parks and Recreation Commission
First Name	Emily
Middle Name	Constance
Last Name	Miller
Home Address	[redacted]
City	Gilroy
State	CA
Zip	95020
Are you a registered voter within the City of Gilroy?	Yes
Primary Phone Type	Mobile
Primary Phone Number	[redacted]
E-mail Address	[redacted]
Driver's License/ID Number	[redacted]
Date of Birth	[redacted]
List your qualifications for this appointment:	Over the past year, I have gained direct experience serving as a Parks & Recreation Commissioner for the City of Gilroy, giving me a deep understanding of our city's parks system, priorities, and long-term capital needs. I have actively participated in commission meetings, public outreach, and policy discussions, helping shape recommendations to City Council and staff. In addition to my P&R role, I also serve as the City of Gilroy's representative to the VTA Bicycle & Pedestrian Advisory Committee (BPAC), where I advocate for Gilroy's interests in regional mobility planning, multimodal safety improvements, and Complete Streets policy development. Professionally, I bring strengths in strategic planning, data-driven analysis, and collaborative decision-making. My background enables me to evaluate capital improvement proposals, understand budget and funding structures, and contribute meaningfully to long-term resource planning. Over the past year, I have strengthened relationships with City staff, council members, nonprofit organizations, and community partners, including engaging with the Santa Clara County Public Health Department to better understand regional health priorities and how parks and recreation planning can support community wellness, equity, and access. These collaborations have broadened my perspective on how local park investments align with broader public health outcomes and mobility needs. As an active user of Gilroy's parks - walking and running regularly at the Sports Park, biking our trail system, and playing pickleball and tennis at Sunrise and Las Animas - I bring firsthand insight into daily park usage, community needs, and

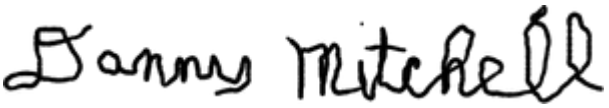
	program demand. My lived experience as both a resident and commissioner helps ensure that my contributions reflect the real needs of Gilroy families, seniors, youth, and recreational groups, while also aligning with regional partners who share goals around health, safety, and active lifestyles.
List any service to the community incluiding any prior appointments:	I have served as a Parks & Recreation Commissioner for the City of Gilroy, participating actively in meetings, discussions, and recommendations presented to City Council. I also currently serve as Gilroy's representative to the VTA Bicycle & Pedestrian Advisory Committee (BPAC), where I ensure Gilroy's local needs are represented in countywide transportation planning. Beyond formal appointments, I remain involved in the community through active participation in local park events, public workshops, and outreach efforts supporting parks, mobility safety, and recreation initiatives. Over the past year, I have taken part in several major community park events, including Cinco de Mile, the Miller Red Barn Plant Sale, the Earth Day Resource Fair, and the Breakfast with Santa celebration. These events have provided meaningful opportunities to engage directly with residents, learn from community partners, and better understand how our parks can continue to support connection, cultural celebration, and family-oriented programming. Prior to moving to Gilroy, I also volunteered with the Eugene Mission, Mount Pisgah Arboretum, Fort Mason Park, and the Edward and Anita Lee Newcomer School.
What are your goals while serving on this Board/Commission/Committee?	My goals while serving on the Parks & Recreation Commission are to continue advancing community-driven, high-impact improvements to Gilroy's parks, trails, and recreation programs. This includes continuing to advocate for dedicated pickleball courts, responding to strong and growing resident demand for this inclusive and multigenerational sport. I also aim to support long-term parks planning through the CIP process, ensuring that proposed projects reflect community priorities, maintenance realities, and future population needs. Through my role on VTA BPAC, I will continue bringing countywide updates, best practices, and safety insights back to staff and the Commission, helping align Gilroy's efforts with regional mobility, trail connectivity, and active transportation initiatives. I also plan to advance improvements to trails, mobility access, and safe walking and biking routes, leveraging both my BPAC experience and community feedback. Another area of interest is exploring joint-use opportunities between the City and interested parties, to expand recreational access and maximize the use of existing spaces without requiring large capital investments. I will continue strengthening community engagement, encouraging residents to participate in shaping park projects, and promoting equitable access to recreation programs for all ages and neighborhoods. Above all, my goal is to help ensure that Gilroy's parks remain safe, vibrant, and welcoming spaces that support health, connection, and a high quality of life for the entire community.
Why are you most qualified to serve on this Board/Commission/Committee?	I am uniquely qualified due to my combination of current commission experience, regional commission appointment, professional background, and active involvement in the community. Serving as a Parks & Recreation Commissioner this past year has given me firsthand understanding of city processes, council expectations, parks maintenance needs, and how recreational demand is evolving. My role on VTA BPAC further supports Gilroy's interests at the county level and strengthens my ability to advocate for trail connectivity, safe crossings, and multimodal access to parks. My professional background in operations, analysis, and strategic planning equips me to evaluate complex proposals, understand budget tradeoffs, and make informed recommendations that balance equity, sustainability, and fiscal responsibility. I have demonstrated strong communication and collaboration skills, consistently working with staff, Council, and the public to ensure decisions reflect the community's voice. Most importantly, I approach this role with passion, consistency, and reliability. I regularly use our parks, listen to residents, attend meetings fully prepared, and follow through on commitments. My lived experience, professional skill set, and

	dedication to public service make me qualified to continue serving effectively and constructively on the Parks & Recreation Commission.
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, Parks and Recreation 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.	• I agree.
Signature	
Date	12/03/2025

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

Boards/Committees/Commissions Application Form

Board/Committee/Commissions	• Personnel Commission
First Name	Danny
Middle Name	Edde-Mitchell
Last Name	Mitchell
Home Address	[redacted]
City	CA - Gilroy
State	CA
Zip	95020
Are you a registered voter within the City of Gilroy?	Yes
Primary Phone Type	Mobile
Primary Phone Number	[redacted]
E-mail Address	[redacted]
Driver's License/ID Number	[redacted]
Date of Birth	[redacted]
Last 4 of SSN	[redacted]
List your qualifications for this appointment:	Administrative VP, CFO /CPA of a local manufacturing co. for 25 years. Was in charge of the HR department. I developed the department as our company grew over the years. Participated in developing all aspects of HR including policies, procedures and employee handbooks. Developed different levels of management as we grew larger. Oversaw development training, job descriptions, performance reviews, harassment training, interviews, and employee hiring and firing.
List any service to the community incluiding any prior appointments:	Past Chamber of Commerce board member (6 years). Served as interim President/CFO. 2024. Served on the General Plan Advisory Committee for 2040 plan development. Board Trustee, Gilroy Elks Lodge. Served as Chairman for 4 years.
What are your goals while serving on this Board/Commission/Committee?	Offer my background and experience in supporting the City of Gilroy's Personal Department. Provide input with the rest of the Personal Commission in assisting the HR group and the City Council in decision making.
Why are you most qualified to serve on this	25 Years growing a company's revenue from $3M a year to $30M a year and all the growth challenges that come with managing personal. We have a successful

Board/Commission/Committee?	history of employee retention, with many of our 120+ employees having been with us for 20 to 30 years or more. This speaks to the treatment of maintaining good employee relations with management and staff and continuing to address the challenges of a growing company.
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, Parks and Recreation 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.	• I agree.
Signature	
Date	10/31/2025

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

Boards/Committees/Commissions Application Form

Board/Committee/Commissions	• Planning Commission • Personnel Commission
First Name	Martha
Middle Name	Linda
Last Name	Martinez
Home Address	[redacted]
City	GILROY
State	CA
Zip	95020
Are you a registered voter within the City of Gilroy?	Yes
Primary Phone Type	Mobile
Primary Phone Number	[redacted]
E-mail Address	[redacted]
Driver's License/ID Number	[redacted]
Date of Birth	[redacted]
Last 4 of SSN	[redacted]
List your qualifications for this appointment:	Over 25 years of senior executive leadership in public-sector governance, planning, and systems oversight Retired School Superintendent with responsibility for strategic planning and fiscal oversight of budgets exceeding $115 million for fourteen schools Proven experience analyzing policy, data, and regulatory requirements to inform sound, equitable decision-making Strong understanding of public accountability, open-meeting laws, and ethical governance Skilled communicator experienced in public hearings, stakeholder engagement, and consensus-building Demonstrated systems-thinking approach to long-term planning and sustainable community outcomes

List any service to the community incluiding any prior appointments:	Co-Executive Director, California Association of Latino Superintendents & Administrators (CALSA) (retired 03-2025) Superintendent, Salinas City Elementary School District (retired 2020) Parks & Recreation Commissioner, City of Gilroy (1996–2000) Former Board Member, Community Alliance for Safety & Peace Board Member, Monterey Bay Aquarium Advisory Board Member, California State University at Monterey Bay, San Jose State and National University (Dept. of Ed.) Founding Member and Advisor to Board, Latino Family Fund of Gilroy Steering Partner, Monterey County Bright Futures Former Board Member, Gilroy Visitors Bureau and Gilroy Hispanic Chamber of Commerce (President) Former President, Gilroy Gang Task Force (1996–2000) Sunrise Rotary International, Past President Area 8 World Community Service Chair, District 5170, Rotary International California Collaborative for Educational Excellence (2016 - 2020)
What are your goals while serving on this Board/Commission/Committee?	To support thoughtful, transparent planning decisions that balance community character, housing needs, economic vitality, and environmental sustainability To elevate community voice and ensure diverse perspectives are reflected in planning recommendations To apply a long-term, systems-focused lens that promotes equitable growth and quality of life for all residents To collaborate respectfully with fellow commissioners, staff, and elected officials in service of the public good
Why are you most qualified to serve on this Board/Commission/Committee?	I bring extensive executive leadership experience, a strong proven record of public accountability, and a deep commitment to community service My background in overseeing complex public systems, large budgets, and policy implementation prepares me to evaluate planning matters with care and rigor Having previously served on a city commission, I understand the responsibilities, ethics, and commitment required As a longtime community leader, I am well-positioned to listen, build trust, and contribute balanced, informed recommendations that reflect both immediate needs and long-term community goals
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	• I agree.

Ordinance Training. I further understand that members of the Planning Commission, Parks and Recreation 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.	
Signature	
Date	12/17/2025

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

Boards/Committees/Commissions Application Form

Board/Committee/Commissions	• Planning Commission
First Name	MAKHAN (MAK)
Middle Name	L
Last Name	GUPTA
Home Address	[redacted]
City	GILROY
State	CA
Zip	95020
Are you a registered voter within the City of Gilroy?	Yes
Primary Phone Type	Mobile
Primary Phone Number	[redacted]
Alternate Phone Type	Mobile
Alternate Phone Number	[redacted]
E-mail Address	[redacted]
Driver's License/ID Number	[redacted]
Date of Birth	[redacted]
Last 4 of SSN	[redacted]
List your qualifications for this appointment:	I am a citizen of USA and a resident of Gilroy for 25 years . I am retired and very active in community. I wan born in India and came to USA over 50 yeard ago and have lived in many states of USA. I am colage graguate with major in Chemistry, Botany and Zoology. Love to teach and guide chirdern toward science and technology. I have worked in many large manufacturing companies the experence in metal finishing, waste water system, waste disposal sites, water purification and potable water. i have worked with OSHA, NSF, and EPA.
List any service to the community incluiding any prior appointments:	Volunteer at Gilroy Garden for six years Worked with commission for city of Gilroy for one year. Our commission worked with homless in Gilroy with other inputs. Worked with FEMA in NM for three months during peek time of Covid. Working with seniors in Gilroy and Morgan hill teaching way of life and changes Helping a group to provide food for homeless in Gilroy.

What are your goals while serving on this Board/Commission/Committee?	Build a better place to live , being safe and help other. Educate childer and permote college education. Educate and find a way to skill learning. Stop drug abuse Learn how to handle day to day issues Proper use of city facilities. Waste reduction and recycleing House keeping out side the home
Why are you most qualified to serve on this Board/Commission/Committee?	I have real life experience with handling these matters Education and desire to do it. Have worked with many cultures and many countries.
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, Parks and Recreation 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.	• I agree.
Signature	
Date	11/17/2025

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

City of Gilroy

DRAFT

City Council
Minutes
Monday, December 8, 2025 | 5:00 PM

1. OPENING

1. Call to Order

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

2. Roll Call

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

2. CLOSED SESSION

City Attorney Andy Faber announced the closed session item.

City Attorney Andy Faber opened public comment at 5:01 P.M.

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

1. PUBLIC EMPLOYEE APPOINTMENT/ EMPLOYMENT.
Pursuant to Government Code Section 54957 and Gilroy City Code Section 17A.11(2)
Name/Title: City Administrator

3. ADJOURN TO OPEN SESSION

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

Motion
Remain in closed session.

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

4. ADJOURNMENT

With no additional business before the Council, the meeting was adjourned at 5:40 P.M

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

Kim Mancera
City Clerk

DRAFT

City of Gilroy

DRAFT

City Council
Minutes
Monday, December 8, 2025 | 6:00 PM

1. OPENING

1. Call to Order

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

2. Roll Call

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

3. City Clerk's Report on Posting the Agenda

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

4. Pledge of Allegiance

5. Invocation

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

6. Orders of the Day

None.

7. Employee Introductions

Community Development Director Sharon Goei introduced Code Enforcement Officer Juan Becerra.

Human Resources Director/Risk Manager LeeAnn McPhillips introduced Human Resources and Risk Management Technician Alyssa Remily, Equipment Mechanic Diego Amador-Zepeda, and Senior Facilities Maintenance Specialist Luis Silveira.

2. PRESENTATIONS TO THE COUNCIL

1. Presentation of the 2025 City of Gilroy Highlights Video

Communications and Engagement Manager Rachelle Bedell provided a presentation.

2. Children's Advocacy Center (CAC) For South County Presentation

Assistant District Attorney James Gibbons-Shapiro provided a presentation.

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

Mayor Bozzo opened public comment at 6:23 P.M

Keana Gandarilla - commented that she is part of the Santa Clara Family Health Plan Resident Advisory Group and mentioned the opening of the South County Community Resource Center. She thanked the City Council and the City of Gilroy for their vision.

Patty Pena - commented that she is happy to be a part of the Resident Advisory Group and thanked the City Council and the City of Gilroy for their support and partnership. She invited the City Council to the ribbon-cutting.

Araceli De La Cruz - commented on the South County Community Resource Center and Santa Clara Family Health Plan.

Lucy Navarro - commented on the South County Community Resource Center and Santa Clara Family Health Plan.

Terry Hernandez - commented that she would like to thank the City Council. She mentioned that the South County Community Resource Center will also offer some youth enrichment programs, which is an important resource for our community in Gilroy, San Martin and Morgan Hill.

Greg Felios - commented on the Christmas Parade in Gilroy and Morgan Hill being on the same day. He mentioned that he liked the highlight video and asked everyone to thank city workers throughout the year. He reminded everyone that there is one more election for the County Assessor.

Ron Kirkish - commented on overdose deaths throughout the Country, specifically California.

Amos - commented on an incident and tragedy that happened to his family and a seven-year curse that he believes is on the Gilroy Garlic Festival.

With no further speakers, Mayor Bozzo closed public comment.

3. REPORTS OF COUNCIL MEMBERS

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

Council Member Fugazzi – Santa Clara Water Commission (alternate), Silicon Valley Regional Interoperability Authority Board (alternate), SCRWA, Visit

Gilroy California Welcome Center, VTA Mobility Partnership Committee

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

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

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

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

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

Council Member Bracco - No report.

Council Member Fugazzi - Reported from Visit Gilroy that they have a successful new website and well-received branding. They have added tourism-related marketing pieces and are in the process of replacing the City kiosk map. They also have a new online calendar. He personally thanked every staff member for their hard work this year. He thanked the City Council members and the Mayor for making his first year enjoyable. He thanked the residents and encouraged them to stay involved and wished everyone a Merry Christmas.

Council Member Marques - Reported that at the Habitat meeting in November, they discussed the agency's ad hoc proposal for the annual Executive Officer's compensation package and review. She thanked the holiday parade committee for their hard work on the parade. She mentioned the window decorating contest and judged based on how much hard work and time they spent on their windows. She wished everyone a Happy Holiday.

Council Member Hilton - Reported from the Valley Transportation Authority (VTA) Policy Advisory Committee that they recommended adoption of the 2025 Congestion Management Program. At the last South County Task Force (SCYTF) Policy Team

meeting, he provided updates on the joint use agreements between the City of Gilroy and Gilroy Unified School District, with a focus on free, safe spaces for youth to have after school and on the weekends. He wished everyone a Happy Holiday.

Council Member Ramirez - Reported that she attended the Gilroy Gardens Board of Directors retreat.

Council Member Cline - Thanked the holiday parade committee and the volunteers for making the parade happen. He wished the community and everyone a Merry Christmas.

Mayor Bozzo - Thanked the holiday parade committee and staff for the parade work. Gilroy Gardens had a day-long retreat. Thanked Kelly Ramirez for her involvement in the League of California Cities and congratulated her for being appointed to the Housing Community and Economic Development Policy Committee for 2026. He also thanked and acknowledged our Supervisor of District 1, Sylvia Arenas. He has been able to collaborate on many items, including funding grants for South County. In total, Gilroy has received over $750,000 and South County over $1 million.

4. CONSENT CALENDAR

Mayor Bozzo opened public comment at 6:47 P.M.

With no speakers, Mayor Bozzo closed public comment.

Motion
Approve the consent calendar.

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

1. Approve the minutes of the November 17, 2025 City Council Regular Meeting

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

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

4. Acceptance of the Annual Development Impact Fee Report for Fiscal Year 2024-2025 as Required under Government Code 66000

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

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

7. **Award a Contract to Youth Alliance for $130,105.14 for South County Youth Task Force (SCYTF) School-Based Youth Services**

8. **Approve the Second Amendment to the Agreement with Cal-West Lighting & Signal Maintenance, Inc. for Streetlight and Traffic Signal Maintenance Services, and Adopt a Resolution Approving a Budget Amendment for the Signal/ Street Light Maintenance Project (Project No. 800340)**

9. **Receive Report Regarding Upcoming 2026 Commission Vacancies per Maddy Act**

10. **Authorization for Council Member Travel to the League of California Cities 2026 Mayors and Council Members Academy**

11. **Adopt an Ordinance to Amend Board and Commission Terms and Appointment Process**

12. **Authorize the Surplus of Sixteen Vehicles/Equipment and Authorize the Disposal of the Surplus by Auction**

13. **Claim of Antonio Garcia (The City Administrator recommends a "yes" vote under the Consent Calendar shall constitute denial of the claim)**

14. **Claim of Stephanie Moretto (The City Administrator recommends a "yes" vote under the Consent Calendar shall constitute denial of the claim)**

15. **Claim of Jeff Scherck (The City Administrator recommends a "yes" vote under the Consent Calendar shall constitute denial of the claim)**

5. PUBLIC HEARINGS

1. **Consider Extending the Urgency Interim Ordinance Prohibiting the Issuance of Tobacco Retailer Permits for a Period of Ten (10) Months and Fifteen (15) Days within the Downtown Specific Plan Area**

Mayor Bozzo opened the public hearing at 7:00 P.M.

Ann Marie McCauley - commented on the ordinance and thanked the City Council for taking action.

Gary Walton - commented on the ordinance and agrees that it should be city-wide.

Ron Kirkish - commented on smoke shops selling drugs and cigarettes.

With no further speakers, Mayor Bozzo closed public comment.

City Council directed staff to come back with a City-Wide ordinance on January 5, 2026.

Motion
Determine the action is exempt from environmental review under California Environmental Quality Act (CEQA) pursuant to Section 15262, Section 15060(c)(2), 15060(c)(3), and 15061(b)(3) of the CEQA Guidelines, adopt an extension of the Urgency Interim Ordinance established to prohibit the issuance or approval of an new Tobacco Retailer Permit for an additional ten (10) months and fifteen (15) days within the Gilroy Downtown Specific Plan Area and review, approve and issue the 10-day report as required by Government Code Section 65858(d) for the extension of the temporary moratorium.

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

6. INTRODUCTION OF NEW BUSINESS

1. Commemorative Flag Application Review for Calendar Year 2026

Deputy Director for Community Development Bryce Atkins provided a report.

Mayor Bozzo opened public comment at 7:21 P.M.

Jan Guffey - commented on the statistics of how adults identify and her support of the Pride Flag being flown every year.

Alicia - commented by asking City Council to raise the Pride Flag in Gilroy.

Edwin Salazar - commented as a student of Gilroy High School and the results of a school survey that he sent out regarding raising the Pride Flag.

Ann Marie McCauley - commented on the flag-raising policy and her support of raising the Pride Flag.

Gisel - commented on her experience as a new resident to California, Gilroy in specific, and the fear of not being accepted.

Terry Hernandez - commented that her non-profit helped to organize the Pride Flag to be raised last year and asked the City Council to raise the flag this year.

Augustine Alvarez - commented on the LGBTQ+ youth that have lost their lives and asked the City Council to raise the Pride Flag in Gilroy.

Ron Kirkish - commented on his opinion to not fly the Pride Flag on the same flagpole as the American Flag.

With no further speakers, Mayor Bozzo closed public comment.

Motion
Approve the Commemorative Flag Flying Application for the Progressive Pride Flag.

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

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

Mayor Bozzo opened public comment at 8:16 P.M.

With no speakers, Mayor Bozzo closed public comment.

Motion
Prepare and advertise a Request for Proposal (RFP) for the fabrication and installation of 73 connector pipe screens (a type of certified full trash capture system) to meet the City's December 2026. 30-percent MS4 trash capture mandate and in conjunction with the bid award, return to City Council with a budget amendment to add the Connector Pipe Screen Project into the FY 26 Capital Budget with funding from Stormwater Management Fund (422).

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

City Council directed staff that they would like a parallel path. As staff is looking into the Hydro Separators, they would also like to concurrently begin pursing track two.

Council recessed at 8:20 P.M. and reconvened at 8:30 P.M.

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

City Clerk Kim Mancera provided a report

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Mayor Bozzo opened public comment at 8:33 P.M.

With no speakers, Mayor Bozzo closed public comment.

Motion
Approve representative seat assignments as determined by Mayor Bozzo per California Government Code Section 40605.

RESULT:	**Passed**
MOVER:	Council Member Terence Fugazzi
SECONDER:	Council Member Carol Marques
AYES:	None
NAYS:	None
ABSENT:	None

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

City Clerk Kim Mancera provided a report.

Mayor Bozzo opened public comment at 8:35 P.M.

With no speakers, Mayor Bozzo closed public comment.

Motion
Appoint Council Member Zach Hilton to the position of Mayor Pro Tempore for 2026.

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

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

Interim City Administrator Brad Kilger provided a report.

Mayor Bozzo opened public comment at 8:38 P.M.

Ron Kirkish - commented on his support for Scot Smithee as Interim Police Chief.

With no further speakers, Mayor Bozzo closed public comment.

Motion
Consent the City Administrator's recommendation to appoint Scot Smithee (CalPERS Retired Annuitant) as Interim Police Chief effective upon successful completion of all Peace Officer Standards & Training (POST) Hiring Requirements and adopt a resolution of the City Council of the City of Gilroy approving the appointment of Scot Smithee (CalPERS Retired Annuitant) as Interim Police Chief pursuant to Government Code Section 21221(h) and authorizing the City Administrator to execute the employment agreement to include setting the employment start date following successful completion of all POST hiring requirements.

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

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

Interim City Administrator Brad Kilger provided a report.

Mayor Bozzo opened public comment at 8:40 P.M.

With no speakers, Mayor Bozzo closed public comment.

Motion
Consent the City Administrator's recommendation to appoint Karl Bjarke (CalPERS Retired Annuitant) as Interim Utilities Director effective December 23, 2025 and adopt a resolution of the City Council of the City of Gilroy approving the appointment of Karl Bjarke (CalPERS Retired Annuitant) as Interim Utilities Director effective December 23, 2025 pursuant to Government Code Section 21221(h) and authorizing the City Administrator to execute the employment agreement.

RESULT:	**Passed**
MOVER:	Council Member Kelly Ramirez
SECONDER:	Council Member Tom Cline
AYES:	Council Member Dion Bracco, Council Member Tom Cline, Council

Member Terence Fugazzi, Council Member Zach Hilton, Council Member Carol Marques, Council Member Kelly Ramirez, Mayor Greg Bozzo

NAYS: None

ABSENT: None

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

interim City Administrator Brad Kilger provided a report.

Mayor Bozzo opened public comment at 8:43 P.M.

With no speakers, Mayor Bozzo closed public comment.

Motion
Consent the City Administrator's recommendation to appoint LeeAnn McPhillips (CalPERS Retired Annuitant as of December 31, 2025) as Interim Administrative Services & Human Resources Director/Risk Manager effective December 31, 2025 and adopt a resolution of the City Council of the City of Gilroy approving the appointment of LeeAnn McPhillips (CalPERS Retired Annuitant as of December 31, 2025) as Interim Administrative Services & Human Resources Director/Risk Manager effective December 31, 2025 and waiving the 180-day wait period for post-retirement employment pursuant to Government Code Section 21221(h) and Section 7522.56 authorizing the City Administrator to execute the employment agreement.

RESULT: **Passed**

MOVER: Council Member Dion Bracco

SECONDER: Council Member Kelly Ramirez

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

NAYS: None

ABSENT: None

7. CITY ADMINISTRATOR'S REPORTS

Interim City Administrator Brad Kilger mentioned that the Youth Commission has put on two events in the last couple of weeks. One was the Intergenerational Dance, and the other was the Youth Commission helping the seniors with their technology issues. He thanked the Youth Commission, Recreation, the YMCA, and several other groups that helped collaborate on these events.

8. CITY ATTORNEY'S REPORTS

City Attorney Andy Faber commended the City Clerk on her work on SB 707.

9. CLOSED SESSION

City Attorney Andy Faber announced the closed session item.

City Attorney Andy Faber opened public comment at 8:46 P.M.

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

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code Section 54956.8 and Gilroy City Code Section 17A.8
Property: APN 808-58-004
Negotiators: Brad Kilger, Interim City Administrator, John Doughty, Director Public Works
Other Party to Negotiations: John Filice, Glen Loma
Negotiations: Price and Term of Payment for Sale and/or Lease

10. ADJOURN TO OPEN SESSION

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

Motion
Remain in closed session.

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

11. ADJOURNMENT

With no additional business before the Council, the meeting was adjourned at 8:59 P.M

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

Kim Mancera
City Clerk

DRAFT

City of Gilroy

DRAFT

City Council
Minutes
Monday, December 15, 2025 | 9:00 AM

1. OPENING

1. Call to Order

The meeting was called to order by Mayor Bozzo at 9:00 AM.

2. Roll Call

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

2. CLOSED SESSION

Mayor Bozzo opened public comment at 9:01 A.M.

With no speakers, Mayor Bozzo closed public comment.

The meeting adjourned to closed session at 9:01 A.M.

1. PUBLIC EMPLOYEE APPOINTMENT/ EMPLOYMENT.
Pursuant to Government Code Section 54957 and Gilroy City Code Section 17A.11(2)
Name/Title: City Administrator

3. ADJOURN TO OPEN SESSION

Mayor Bozzo announced that the only reportable action was a vote to remain in closed session.

Motion
Remain in closed session.

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

ABSENT: None

4. ADJOURNMENT

With no additional business before the Council, the meeting was adjourned at 1:30 P.M

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

Kim Mancera
City Clerk

DRAFT

City of Gilroy
STAFF REPORT

Agenda Item Title:	**Adopt the City Seal and Logo Use Policy**
Meeting Date:	January 5, 2026
From:	Brad Kilger, Interim City Administrator
Department:	Administration
Submitted by:	Rachelle Bedell, Communication and Engagement Manager
Prepared by:	Rachelle Bedell, Communication and Engagement Manager

STRATEGIC PLAN GOALS: Not Applicable

RECOMMENDATION

Adopt the City Seal and Logo Use Policy with approval authority for external use of the City Logo delegated to the City Administrator.

EXECUTIVE SUMMARY

The City Seal and City Logo(s), including the City Logo, Arts Logo, Police Department Logo, and Fire Department Logo, are proprietary symbols of the City of Gilroy that reflect the City's identity, authority, and professionalism.

The proposed City Seal and Logo Use Policy establishes standards for the appropriate use of the City Seal and City Logo(s), with particular emphasis on a formal application and approval process for use of City Logo by outside organizations, as directed by City Council. The draft policy proposes to delegate approval authority for external logo use to the City Administrator, while preserving the ability for any individual City Council Member to call up a decision for Council review. The policy also provides an appeal process allowing applicants to request City Council review of a City Administrator decision.

Council is asked to consider whether to adopt the policy as drafted, including the proposed delegation of authority, or to retain sole approval authority over future requests for City Logo use by outside entities.

BACKGROUND

The City's official Seal and logos are important identifiers that represent the authority, credibility, and brand of the City of Gilroy. Federal law prohibits private entities from trademarking government seals, and California law restricts misleading or unauthorized use of governmental insignia. However, without a City-adopted policy governing how and when these marks may be used, the City's ability to manage and protect its official marks is limited.

At the April 21, 2025 Council Meeting, the City Council provided direction specifically related to use of the City Logo by outside organizations, including the development of a formal application process and eligibility criteria. The proposed City Seal and Logo Use Policy implements this direction by establishing a structured process for reviewing and approving external logo-use requests.

The draft policy further proposes that approval authority for external logo use be delegated to the City Administrator, with safeguards to ensure transparency and oversight.

These safeguards include:

- The ability for any City Council Member to call up a City Administrator decision for Council review; and
- A defined process allowing applicants to appeal or request review by City Council.

In addition to addressing external use, the policy establishes internal standards for use of the City Seal, City Logo, Arts Logo, Police Department Logo, and Fire Department Logo to ensure consistency, prevent misuse, and support clear brand management.

ANALYSIS

Purpose of the Policy

The purpose of the City Seal and Logo Use Policy is to establish clear standards for the appropriate use of the City's official marks, with a particular focus on managing requests for use of City Logo by outside organizations, as directed by City Council. The policy provides a consistent framework to protect the City's identity, prevent unauthorized or misleading use, and ensure transparency and fairness in how external requests are evaluated and approved.

In addition, the policy establishes internal guidelines for the use of the City Seal, City Logo, Arts Logo, Police Department Logo, and Fire Department Logo to support consistent branding, reinforce professionalism, and ensure compliance with City Code and Charter requirements.

Legal and Operational Considerations
Federal law prohibits private entities from trademarking government seals, and California law restricts misleading or unauthorized use of government insignia. While these laws provide baseline protections, they do not establish City-specific standards or procedures for authorizing or denying use of the City Logo by outside organizations. Operationally, the City has historically allowed limited external use of the City Logo without a formal application or review process. This ad hoc approach creates risks related to inconsistent decision-making, unintended implications of City endorsement, brand dilution, and limited enforcement capability.

The proposed policy addresses these gaps by formalizing eligibility criteria, approval standards, and review procedures.

Delegation of Authority and Oversight
The draft policy proposes delegating approval authority for external City Logo use to the City Administrator. This delegation allows applications to be reviewed and processed in a timely and administratively efficient manner, consistent with the policy's eligibility criteria and standards.

To preserve City Council oversight and accountability, the policy includes multiple safeguards:

- **Council Call-Up Authority:** Any individual City Council Member may request that a City Administrator's decision be reviewed by the City Council.
- **Applicant Review Procedures:** Applicants may request City Council review of a City Administrator's decision in accordance with procedures outlined in the policy.

These mechanisms ensure that while day-to-day decisions are handled administratively, ultimate authority and policy oversight remain with the City Council.

Internal Use Standards
Although Council direction focused on external City Logo use, staff included internal use standards to ensure consistency across City departments, reinforce City Code limitations on use of the City Seal, and support effective implementation of the external approval process. These provisions do not expand Council's prior direction but provide necessary clarity and operational consistency.

Risk Assessment
If the City does not adopt a formal City Seal and Logo Use Policy, the City remains exposed to several operational and reputational risks. Without clearly defined standards and approval procedures, the City Seal and City Logo(s) may continue to be used inconsistently by departments and outside organizations, increasing the likelihood of unauthorized use, brand dilution, or public confusion regarding City endorsement or

affiliation.

The absence of a formal application and review process for external use of the City Logo also limits the City's ability to apply decisions consistently and transparently, which may result in perceived inequities, disputes, or challenges from applicants. Additionally, without documented procedures and delegated authority, the City's ability to efficiently manage requests and address misuse may be constrained.

Adopting the policy, with delegated approval authority to the City Administrator, Council call-up authority, and applicant review procedures, mitigates these risks by establishing clear standards, defined decision-making roles, and oversight mechanisms. This framework balances administrative efficiency with accountability, reduces the potential for misuse or misrepresentation of City marks, and strengthens the City's ability to protect its identity, credibility, and public trust.

ALTERNATIVES

Adopt the City Seal and Logo Use Policy (Recommended)
Under this option, Council would adopt the City Seal and Logo Use Policy with approval authority for external use of the City Logo delegated to the City Administrator.

- Any Council Member may call up a decision for Council review.
- Applicants may request City Council review of a decision.

This option balances administrative efficiency with transparency and Council oversight and establishes clear standards, strengthens legal protections, formalizes approval processes, and ensures consistent and appropriate use of City marks.

Provide Direction to Staff for Modifications
Council may direct staff to revise the policy's approval authority, review procedures, or eligibility criteria and return with a modified policy for consideration.

Do Not Adopt a Policy
This option maintains the current practice of ad hoc, informal use.

Not adopting a policy would:

- Continue the risk of unauthorized or inappropriate use of City marks.
- Allow inconsistent branding across departments and external partners.
- Limit the City's ability to enforce proper use or protect its identity.
- Leave unclear expectations for community organizations and partner agencies.

FISCAL IMPACT/FUNDING SOURCE

The scope of drafting the policy was accommodated within the Administration Department's existing workplan, and budgeted appropriations and resources. Adoption of the Policy has no additional fiscal impacts.

PUBLIC OUTREACH

None.

NEXT STEPS

Once adopted, staff will work with organizations currently using the City Logo to submit an official application for use of the City Logo, ensuring compliance with the policy.

Attachments:

1. City Seal and Logo Use Policy FINAL DRAFT

City of Gilroy

CITY SEAL AND LOGO USE POLICY

Adopted: XXXX

Table of Contents

1. Purpose of Policy
2. City Seal and City Logos
3. Permitted Use of City Seal and City Logos
4. Restrictions on Uses of City Seal and City Logos
5. Additional City Seals and Logos
6. Process for Applying for Use of City Logo(s) by Outside Organizations
7. Penalty for Use of City Seal or Logo(s) in Violation of the Policy
8. Interpretation

1. Purpose of Policy

The City of Gilroy takes the integrity and proper representation of its City Seal and City Logo(s) seriously. The City is required to have a seal. (Cal. Gov't Code § 34501.) The City Logo was designed in 2007 and formally adopted in 2008 as a means by which the City of Gilroy can express its values and viewpoint. Both the Seal and Logo reflect the City's identity, values, and commitment to its residents.

This policy establishes standards for the appropriate use of the City Seal and City Logo to maintain the integrity of Gilroy's identity and ensure consistency across communications. This policy also establishes a process and standards for the use of the City Logo by external entities in limited circumstances pursuant to City of Gilroy Code § 1.20(a).

2. City Seal and City Logos

2.1. City Seal

The City Seal is the property of the City and may only be used for official business of the City of Gilroy (City of Gilroy Code § 1.20). The Seal of the City is the same as that heretofore used and depicted below:

2.2. City Logo

The City Logo expresses the values and viewpoints of the City in alignment with its culture and goals. The Logo of the City is the same as that heretofore used and depicted below and as may also be depicted in the City of Gilroy Brand Guidelines:

2.3. City Arts Logo

The Logo of the City for Gilroy Arts is the same as that heretofore used and depicted below:

2.4. City of Gilroy Police Department Logo

The Logo of the City for the Gilroy Police Department is the same as that heretofore used and depicted below:



2.5. City Gilroy Fire Department Logo

The Logo of the City for the Gilroy Fire Department is the same as that heretofore used and depicted below:



3. Permitted City Use of City Seals and City Logos

The City Seal and City Logos are used for different purposes.

3.1. Seal. The City may use the City Seal to certify official City records and instruments and for formal and official business of the City. Examples when the City may use the Seal for formal and official business include legal documents, official proclamations, official meeting agendas and minutes, official press releases, resolutions, ordinances, approved contracts, permit applications and approvals, City policy documents, and City-issued business cards.

3.1.2 The City Clerk shall be the official custodian of the City Seal. (City Code § 1.19).

3.1.3 The City Seal is alterable at the pleasure of City Council. (Cal. Gov't Code § 34501.)

3.1.4 Use of the City Seal must comply with the City of Gilroy Brand Guidelines, including colors, clear space, and size requirements.

3.2. Logo. The City Logo expresses the City's values and viewpoint that Gilroy is a community with a spice for life. The City may use the Logo as a form of City expression on department-approved materials and City communications.

3.1.5 Use of the City Logo must comply with the City of Gilroy Brand Guidelines, including colors, clear space, and size requirements.

3.1.6 The Communication and Engagement Manager shall be the official custodian of the City Logos, as well as any other Logos adopted by the City Council. The City Communication and Engagement Manager may propose for approval by the City Administrator guidelines pertaining to the use of the Logo not in conflict with this document as it may deem necessary to assure the proper administration of this Policy.

3.1.7 Individual departments may request additional department Logos made in accordance with the City of Gilroy Brand Guidelines.

4. Restrictions on Uses of City Seal and City Logos

Elements of the City Seal or City Logo(s) may not be isolated or used alone or in combination with any other art, symbols, or words.

4.1. Seal. No person shall use the Seal in personal correspondence, campaign or election materials, endorsements, general or routine communications, promotional purposes, informal documents such as newsletters or event signage, or routine email communications.

4.2. Logo. City employees and City of Gilroy elected officials shall use the City Logos in compliance with the City of Gilroy Brand Guidelines. Use for political campaigns, ballot measures, endorsements, private advertising, third-party merchandise, or third-party websites is strictly prohibited. No person other than City employees and City of Gilroy elected officials shall use the City Logos, or any imitation thereof, in any manner that implies City endorsement, authorship, or affiliation except upon approval by the City Administrator. (City Code § 1.20(a).)

5. Additional City Seals and City Logos

The City Council retains the right to create variations of the City Seal and City Logo and to adopt and establish other official City seals and City Logos. Such variations may include but are not limited to, centennial seals or other seals that mark anniversaries, events, apparel, and any other City occasion the City Council wishes to commemorate.

6. Process for Applying for Use of the City Logo(s) by Outside Organizations

The City has historically allowed certain organizations to use elements of the City's Logo in adherence with Brand Guidelines when an organization's mission is in alignment with the values of the City, typically when there has also been a close working relationship between the organization and the City. The City may choose to make the City Logo available for limited purposes by certain organizations (Gilroy City Code § 1.20(a)). In such circumstances, the City requires outside organizations to use variations of the City Logo to avoid confusion with the City Logo.

6.1. Application Process. Any eligible organization that wishes to use the City Logo(s) may make an application for such use to the City Administrator through the Communication and Engagement Manager. Within 30 days of receiving a complete application submitted pursuant to this section, the City Administrator, through the Communication and Engagement Manager, shall review the application. The City Administrator may select only organizations that convey values deemed in their sole discretion to be in accordance with the City's interests.

6.2. Eligible Organizations**.** Organizations may only apply for Logo use if they meet the following criteria: (1) are a registered 501(c)(3) or public benefit nonprofit OR a government/public agency, (2) provide programs that directly benefit the Gilroy community, (3) are actively partnering with the City or operating under a City-endorsed agreement, and (4) are not engaged in political advocacy, religious activity, or commercial sales unless approved through a sponsorship agreement.

6.3. Application contents. The organization's application for use of the City Logo(s) shall contain at a minimum, the following:

6.3.1. The name of the organization that wishes to use the City Logo(s).

6.3.2. The complete address, email address, and telephone number of the contact person submitting the application on behalf of the organization.

6.3.3. The purpose and scope of the City Logo use.

6.3.4. The event or advertising materials for which the City Logo(s) will be used.

6.3.5. The location(s) in which the organization will use the City Logo(s), including any online platforms.

6.3.6. The starting and ending dates, if known, for which the organization will use the City Logo(s).

6.3.7. Whether any promotional materials or items using City Logo(s) will be sold.

6.3.8. Subject to staff approval, a clear disclaimer in specified place, font size, and style that is legible and easy-to-find, which may read: "This organization is an independent entity operating in collaboration with the City of Gilroy. Use of any version of the City Logo does not imply official City endorsement." The City reserves the right to require enhanced

wording and visibility of the disclaimer (such as placement on the homepage or relevant project pages) when there is a reasonable risk of public confusion about the City's involvement. Planned disclaimer language should also clarify the nature of the relationship (e.g., "not an official City program").

6.3.9. Subject to staff approval, a design with elements of the City's Logo in compliance with the City of Gilroy Brand Guidelines.

6.4. Decision. The City Council explicitly delegates authority to approve or deny an application to the City Administrator, subject to the following limitations.

The City Administrator may approve or deny a Logo application at their sole discretion. The City Administrator shall notify City Council of their decision and shall mail written notice to the applicant. If no review of the City Administrator decision is sought within 15 days of the mailing of written notice, the decision shall become final and effective.

6.4.1 Review by City Council. A decision made by the City Administrator shall be reviewed by City Council if the applicant requests review of the decision in writing to the Communication and Engagement Manager within 15 days of the mailing of the written notice. Any Council Member may also bring the decision to City Council for review, without having been deemed to have taken a position in any way that would otherwise disqualify them from voting on the matter. Upon review, City Council may uphold, modify, or deny the decision in whole or in part by resolution. The City Council's decision on review shall be effective immediately and shall be final.

6.5 Additional Restrictions. Approval is not assignable or transferable. Additional terms contained in the approval or resolution may also apply. Pursuant to Gilroy City Code § 1.20, a Logo may not be placed on any written, printed or electronic material in favor of or against any ballot measure, or in favor of or against any candidate for public office. The City reserves the right to revoke the approval of use at any time.

7. Revisions.
Minor revisions may be approved by the Communication and Engagement Manager.

8. Penalty for Use of City Seal or Logo in Violation of the Policy. Unauthorized use of the City Seal or City Logo(s) is a misdemeanor pursuant to Gilroy City Code § 1.21. Violation may also result in civil and administrative remedies through legal and administrative actions. Failure to adhere to the terms contained in the approval or resolution may result in revocation of the approval.

9. Interpretation

The City Communication and Engagement Manager may establish additional administrative procedures not in conflict with this document as they deem necessary to assure the proper administration of this Policy.

City of Gilroy
STAFF REPORT

Agenda Item Title:	**Acceptance of a State of California Department of Justice, Tobacco Grant Program Award in the Amount of $291,546 and Adoption of a Resolution of the City Council of the City of Gilroy Approving Fiscal Year 2025-26 and 2026-2027 Budget Amendments**
Meeting Date:	January 5, 2026
From:	Luke Powell, Acting Chief of Police
Department:	Police Department
Submitted by:	Luke Powell, Acting Chief of Police
Prepared by:	Luke Powell, Acting Chief of Police

STRATEGIC PLAN GOALS: Develop a Financially Resilient Organization

RECOMMENDATION

1. Accept the State of California Department of Justice Tobacco Grant Program Award for $291,546;
2. Authorize the Interim City Administrator to execute the grant agreement and any related documents necessary to implement the grant; and
3. Adopt a resolution of the City Council of the City of Gilroy amending the budget for FY26 and FY27 and appropriating proposed revenue and expenditure amendments.

EXECUTIVE SUMMARY

The Gilroy Police Department has been awarded a three-year, $291,546 grant from the California Department of Justice (DOJ) Tobacco Grant Program funded by Proposition 56. The purpose of the grant is to reduce youth access to tobacco products and improve retailer compliance with State tobacco laws through proactive enforcement, education, and training.

The project will fund personnel costs for a sergeant, a corporal, three officers, and a dispatcher to conduct tobacco enforcement activities and retailer education.

City Council approval is required to formally accept the award, authorize execution of the grant agreements, and establish the necessary budget appropriations.

BACKGROUND

Local tobacco retailers in Gilroy effectively serve a market area of approximately 67,945 people, including both residents and customers who travel from outside the city to purchase tobacco products—with about 31.4% of this population under the age of 21. Within the city limits, there are 52 tobacco retailers, 11 of which (approximately 21.6%) are located within 1,000 feet of a school. This combination of a large youth population and retailer proximity to schools increases the risk of youth exposure to tobacco products, including e-cigarettes and flavored tobacco.

Gilroy is approximately 57% Hispanic/Latino, a demographic that has historically been targeted by flavored tobacco marketing. Additionally, about 8.4% of households receive Supplemental Nutrition Assistance Program (SNAP) benefits, indicating economic vulnerability that is often correlated with higher tobacco-related health risks.

The DOJ Tobacco Grant Program provides funding to local law enforcement agencies to conduct education, enforcement, and prosecution efforts aimed at reducing illegal tobacco sales to minors and addressing illegal or non-compliant tobacco retail practices. The Gilroy Police Department applied to DOJ for the 2025/26 funding cycle and has been awarded $291,546 for the project beginning November 21, 2025 and ending June 30, 2029.

ANALYSIS

The grant will support a comprehensive, multi-year approach that includes:

Project Scope and Activities

- Retailer Inspections
    - Approximately 17 retailers inspected per year.
    - Focus on businesses near schools, with prior violations, or with community complaints.
    - Inspections will verify compliance with age-verification requirements, flavored tobacco restrictions, and licensing laws.
- Minor Decoy Operations (Approx. 6 per year)
    - Target retailers at higher risk for underage sales.
    - DOJ-compliant decoys (age and appearance) will be always supervised by trained officers.
    - Violations will result in citations, education, and potential referral for administrative or legal action.
- Shoulder-Tap Operations (Approx. 6 per year)

    - Identify adults who purchase tobacco for minors outside retail locations.
    - Emphasis on enforcement and on-the-spot education regarding the seriousness of providing tobacco to minors.
- Undercover Buy Operations (Approx. 3 per year)
    - Officer-only operations focused on single-sale (“loosie”) violations, flavored in-store product sales, and unlicensed retailers.
    - No youth participation: all buys conducted by trained officers.
- Retailer Education
    - On-site education and distribution of DOJ-approved materials to all targeted retailers each year.
    - Immediate educational intervention for minor violations, emphasizing corrective actions and future compliance.
- Prosecution Coordination
    - First-time or low-level violations may be addressed through administrative citations and education.
    - Serious or repeat violations will be referred to the City Attorney’s Office for civil or criminal action and/or license-related consequences, where applicable.
- Tobacco Enforcement Education for Officers
    - Training for approximately 15 enforcement officers on state tobacco laws, local ordinances, DOJ grant requirements, and operational protocols (minor decoy, shoulder-tap, and undercover operations).
    - Ongoing updates as laws and best practices evolve.

Staffing and Capacity

The grant funds a portion of personnel time for:

- One Sergeant – project supervisor and grant coordinator.
- One Corporal – field supervisor for enforcement operations and decoy management.
- Three Police Officers – primary field enforcement and retailer education.
- One Dispatcher – operational communications and records checks.

The Gilroy Police Department has extensive experience managing similar state and federal grants (e.g., Office of Traffic Safety, DOJ grants) and administering enforcement-focused projects with detailed reporting and accountability requirements. Established internal controls and cross-training will ensure continuity in the event of personnel changes.

The grant is structured to supplement, not replace, existing resources by funding targeted operations and outreach that would not be feasible under the current budget.

ALTERNATIVES

Council may amend or reject the budget amendment resolution. This is not recommended as these funds will be placed into use for the public's benefit and are offset by the grant revenue received that would otherwise not be available to the City.

FISCAL IMPACT/FUNDING SOURCE

$291,546 in expenditures are proposed with offsetting revenue. The expenditures and grant revenue will be appropriated to the Police Department's, Department of Justice Tobacco Inspection Grant program expenses, and accounted for in a separately established Tobacco Inspection Grant Fund.

PUBLIC OUTREACH

The Police Department will engage in public outreach and education efforts with local retailers, schools, youth programs, and community partners regarding tobacco laws and youth access prevention.

NEXT STEPS

If the City Council approves the recommended actions, staff will:

1. Execute the grant agreement and any required DOJ documents.
2. Coordinate with the California Department of Justice to finalize the project schedule and reporting requirements.
3. Establish grant accounts and internal tracking procedures for enforcement activity and training.
4. Implement the planned enforcement, education, and training operations in alignment with the approved grant work plan and timeline.

Attachments:

1. California DOJ Tobacco Grant Summary of Award
2. Memorandum of Understanding DOJ-PROP56-2025-26-1-016
3. Resolution Accepting and Appropriating DOJ TGP Award
4. Government Agency Taxpayer ID Form
5. Letter of Intent

RESOLUTION NO. 2026-XX

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE CITY OF GILROY TO ACCEPT GRANT FUNDS IN THE AMOUNT OF $291,546 FROM THE STATE OF CALIFORNIA DEPARTMENT OF JUSTICE, TOBACCO GRANT PROGRAM, AND AMENDING THE BUDGET FOR THE CITY OF GILROY FOR FISCAL YEARS 2025-2026 AND 2026-2027 IN THE POLICE DEPARTMENT, DEPARTMENT OF JUSTICE TOBACCO INSPECTION GRANTS FUND AND APPROPRIATING PROPOSED EXPENDITURE AMENDEMENTS.

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

WHEREAS, The City is interested in participating in the Tobacco Grant Program, which is made available through the California Healthcare, Research and Prevention Tobacco Tax Act of 2016 (Prop 56) and administered by the California Department of Justice (DOJ) to support local efforts to reduce the illegal sale of tobacco products to minors in the city, and

WHEREAS, Following the City's submittal of a proposal to the Program, the State of California DOJ offered to award $291,546 for the program beginning November 21, 2025, and ending June 30, 2029, and

WHEREAS, Grant funds will be used for City of Gilroy personnel costs related to tobacco enforcement operations and local retailer inspection operations, and

WHEREAS, In order to be considered eligible to receive grant funding, the City must submit a completed Grant Award Memorandum of Understanding to the State of California DOJ, and

WHEREAS, City Staff has prepared and submitted to the City Council a proposed amendment to said budget for Fiscal Year 2025-2026 and 2026-2027 for the City of Gilroy in the staff report dated January 5, 2026, for the Police Department Department of Justice Tobacco Inspection Grants Fund, appropriating funding received from the California Department of Justice and

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

NOW, THEREFORE, BE IT RESOLVED,

1. The City Administrator is hereby authorized, on behalf of the City, to accept funding in the amount of $291,546 from the California Department of Justice, and

2. The City Administrator, or designated representative, is hereby authorized, on behalf of the City, to execute all grant related documents, including, without limitation, contracts, amendments, extensions, and payment requests as appropriate to accept the funds under and comply with the conditions of the grant, and
3. That revenue and expenditure appropriations in the Police Department, Department of Justice Tobacco Inspection Grants Fund, is hereby increased by $97,182 for Fiscal Year 2025-2026 and $97,182 in Fiscal Year 2026-2027 and $97,182 will be appropriated in the Fiscal Year 2027-2028 budget development.

PASSED AND ADOPTED this 5th day of January 2026 by the following roll call vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

APPROVED:

_____
Greg Bozzo, Mayor

ATTEST:

_____
Kim Mancera, City Clerk

CERTIFICATE OF THE CLERK

I, **KIM MANCERA**, City Clerk of the City of Gilroy, do hereby certify that the attached **Resolution No. 2026-XX** is an original resolution, or true and correct copy of a City Resolution, duly adopted by the Council of the City of Gilroy at a Regular Meeting of said held on Council held **Monday, January 5, 2026** with a quorum present.

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

_____
Kim Mancera
City Clerk of the City of Gilroy

(Seal)

Tobacco Grant Program
GRANT SERVICES BRANCH – LOCAL ASSISTANCE
DIVISION OF OPERATIONS

TOBACCO GRANT SUMMARY OF AWARD

DOJ-PROP56-2025-26-1-016

GILROY POLICE DEPARTMENT

This Summary of Award document will be used by the Tobacco Grant Program when determining whether an activity or expense claimed was approved for funding and is reimbursable. Activities other than those presented here may not be reimbursable. A Grant Modification may be necessary for material deviations. Please consult with your Grant Program Officer *before* engaging in any activity beyond this scope or if you have questions about the scope of the activities and budget allowability.

By signing the Memorandum of Understanding, your agency agrees to the commitments outlined below and this document becomes part of the Grant Agreement.

AWARD SUMMARY

Award Amount: $291,546

Requested Amount: $291,546

Removed from Award: None

Reduced Line Items: None

Other Changes or Stipulations:

IMPORTANT PROVISIONS FOR ALL GRANTEES

I. Enforcement Activities

a. **Authorized** - If enforcement activities were proposed, **only** activities that target retailers for illegal sales/marketing of tobacco products were approved. It is expected that the flavor ban will be enforced within one or more enforcement activities.

b. **Unauthorized** - Community or school patrols, or other enforcement actions related to tobacco use and possession, are **not** permitted.

II. Educational Activities

a. **Authorized** – Retailer and/or officer educational activities on tobacco laws and ordinances, if included, are authorized as noted below.

b. **Unauthorized** – School or community education efforts, including media campaigns, are **not** permitted as part of this award. All educational efforts should be directed to retailers and/or officers.

III. Removed Personnel or Other Items

a. If specific personnel or other items were removed and not funded, they cannot be reinstated during the grant term.

IV. Reduced Line Items

a. If a specific line item was reduced, the intention was to not fully fund it or the activities it represents.

V. Mileage/Fuel

a. Budgets that include mileage or fuel were amended to include both together in one line item for flexibility and the type of backup documentation available. Mileage is limited to the state rate in effect at the time of travel.

VI. Equipment

a. All equipment items must be purchased during the first year of the project as noted on the Budget Detail. Their awarding is intended to support project goals and be used to support grant activities throughout the grant term.

Please reference the Tobacco Grant Program Grantee Handbook for more information regarding allowable costs.

GOALS AND ACTIVITIES

Retail Inspections

- Per year, **17** retailers will be inspected.
- Additional details regarding these inspections:
    - Retailers will be selected based on proximity to schools, prior violations, and community complaints. The Gilroy Police Department will focus inspections on illegal sales to minors, flavored tobacco products, and license compliance. Operations will be conducted by trained officers from the Special Operations Division and Anti-Crime Team, using minor decoy and shoulder tap tactics where permitted. Each inspection will be documented, with citations issued as needed. Retailers with minor violations will receive education materials, while repeat or serious violators may face referral for prosecution. All activity will be logged and reported in accordance with DOJ grant requirements.

Minor Decoy Operations

- Per year, **6** minor decoy operations will be conducted.
- Per year, **17** retailers will be targeted through these operations.
- Additional details regarding these operations:
    - Operations will target retailers near schools, with prior violations, or community complaints. Minor decoys will be recruited per DOJ guidelines, ensuring they meet age and appearance requirements. All decoys will receive training and supervision by sworn officers. Operations will be staffed by trained personnel from the Anti-Crime Team and Special Operations Division. Safety protocols include pre-operation briefings, constant officer oversight, and no direct possession of tobacco by decoys. Follow-up actions

include citations, retailer education, and referral of repeat offenders for administrative or legal action. All activities will be documented and reported in compliance with DOJ requirements.

Shoulder Tap Operations

- Per year, **6** shoulder tap operations will be conducted.
- Per year, **17** retailers will be targeted through these operations.
- Additional details regarding these operations:
    - Operations will focus on retailers near schools, those with a history of violations, or those identified through community complaints. Minor decoys will be carefully selected to meet DOJ age and appearance guidelines and will be trained on procedures and safety protocols. Each operation will be staffed by trained officers who supervise decoys at all times to ensure compliance with legal standards and maintain safety. Prior to operations, officers will conduct briefings and ensure all safety measures are in place. Violations will result in citations and educational outreach, with repeat offenders referred for administrative action or prosecution. All activities will be documented and reported to DOJ.

Undercover Buys

- Per year, **3** undercover buy operations will be conducted (other than minor decoy or shoulder tap).
- Per year, **17** retailers will be targeted through these operations.
- Additional details regarding these undercover operations: None

Retailer Education

- Per year, **17** retailers will receive educational materials.
- Per year, **17** retailers will receive on-site education.
- Classes **ARE NOT** part of a diversion program.
- Additional details regarding these retailer education activities:
    - The Gilroy Police Department will provide education to retailers through in-person visits, informational materials, and outreach events. Officers will distribute DOJ-approved brochures outlining tobacco laws, age verification requirements, and prohibited products, including flavored tobacco. Retailers found in minor violation during inspections will receive immediate education and guidance to correct behavior. All education efforts will focus on preventing future violations and promoting responsible retail practices.

Enforcement Officer Education

- Per year, **15** enforcement officers will receive education about tobacco laws and ordinances.
- Additional details regarding these officer education activities:
    - The Gilroy Police Department will provide specialized training to all enforcement officers assigned to the tobacco grant project. Training will cover state tobacco laws, local ordinances, DOJ grant requirements, and enforcement protocols, including minor decoy and shoulder tap operations. Officers will also receive instruction on proper

documentation, citation procedures, and retailer education techniques. Training will be delivered through a combination of in-house briefings, DOJ-sponsored sessions, and approved external courses as needed. Ongoing updates will be provided to ensure officers remain informed of legal changes and best practices throughout the grant period.

Prosecution

- The Gilroy Police Department will document all violations thoroughly and coordinate with the City Attorney's Office for prosecution of serious or repeat offenses. First-time violations may result in administrative citations and mandatory retailer education. For repeat or egregious violations, cases will be referred for civil or criminal prosecution under state or local tobacco laws. Officers will ensure that evidence, reports, and witness statements are properly prepared to support legal action. The department will also work with licensing authorities to pursue license suspension or revocation when appropriate.

Task Force – Not Applicable

Other Activities – Not Applicable

PARTNERING AGENCIES – Section Is Not Applicable

[***Please notify your Grant Program Officer of any proposed changes to partnering agencies, particularly if they are included within your budget.***

Gilroy Police Department **DOJ-PROP56-2025-26-1-016**

MEMORANDUM OF UNDERSTANDING

PURPOSE

This Memorandum of Understanding ("MOU") is entered into by the Department of Justice ("DOJ") and the Gilroy Police Department ("Grantee"), for the purpose of disbursing grant funds to Grantee for reimbursement of expenditures in compliance with the California Code of Regulations and the Fiscal Year 2025-26 Grantee Handbook.

Commencing January 1, 2023, the California Code of Regulations, Title 11, Division 1, Chapter 5: Department of Justice Tobacco Grant Program ("TGP Regulations") shall govern the policies and procedures of the Tobacco Grant Program.

The TGP Regulations, Request for Proposals, Grantee Handbook (dated April 2025), and Summary of Award document are hereby incorporated by reference into this MOU. Grantee will expend funds for the purposes identified in the approved Summary of Award document. Reimbursements are to be funded under the California Healthcare, Research and Prevention Tobacco Tax Act of 2016, approved by the voters as Proposition 56.

COST REIMBURSEMENT

DOJ agrees to reimburse Grantee in arrears, for Grantee's actual expenditures in performing the project or scope of work included in the approved Summary of Award document. Reimbursements for line items in the approved Budget Detail will be made upon receipt of invoices from Grantee and approval of the invoices by DOJ, in accordance with the reimbursement procedures set forth in the TGP Regulations and Grantee Handbook.

BUDGET CONTINGENCY CLAUSE

It is mutually agreed, if the Budget Act of the current fiscal year and/or any subsequent years covered under the MOU does not appropriate sufficient funds, the MOU shall be of no further force and effect. In the event this situation occurs, DOJ shall have no liability to reimburse/pay any funds to Grantee, or to furnish any other considerations under this MOU. As well, Grantee shall not be obligated to continue performing the provisions of this MOU, for which the Grantee would have been reimbursed.

If funding for any fiscal year is reduced or deleted in the Budget Act for purposes of this MOU, DOJ shall have the option to either cancel this MOU with no liability occurring to DOJ or offer an addendum to the Grantee to reflect the reduced amount.

PROJECT BREACH-TERMINATION

Failure of a Grantee to comply with this MOU or the TGP Regulations shall be treated by DOJ as a breach of contract. If an act of noncompliance occurs, DOJ may take actions described within the TGP Regulations, including termination. DOJ may terminate this MOU and be relieved of any obligation to disburse grant funds to Grantee should Grantee fail to perform the scope of work at the time and in the manner provided in this MOU.

MISCELLANEOUS PROVISIONS

Addendum – No addendum or variation of the terms of this MOU is valid unless made in writing and signed by the duly authorized representatives of the parties.

Assignment – This MOU is not assignable by Grantee in whole or in part.

Indemnification – Grantee agrees to indemnify and hold harmless DOJ, its officers, agents and employees from all claims, liabilities, or losses in connection with the performance of this MOU.

Certifications – Grantee certifies that it does not receive funding from a manufacturer, distributor, or advertiser of Cigarettes or Tobacco Products. Grantee further certifies that grant funds will not supplant existing state or local funds dedicated for the same purpose.

TERMS

Grant Duration: **11/21/2025 – 6/30/2029**

Award Amount				
Category of Expenditure	**Budget FY 2025-2026**	**Budget FY 2026-2027**	**Budget FY 2027-2028**	**Budget FY 2028-2029**
Personal Services	$92,555	$92,555	$92,555	$
Operating Expenses and Equipment	$0	$0	$0	$
Administrative Costs (Not to Exceed 5%)	$4,627	$4,627	$4,627	$
TOTAL AWARD AMOUNT	**$291,546**			

The time limit for reimbursements against this award ends 6/30/2029. Requests for reimbursement received after 7/15/2029 cannot be considered by DOJ.

GRANTEE CONTACT INFORMATION

[NAME, TITLE]
Gilroy Police Department
[MAILING ADDRESS]
[PHONE NUMBER]
[EMAIL ADDRESS]

AUTHORIZATION

DOJ and Grantee, by their duly authorized officials, have executed this MOU on the respective dates indicated below. This MOU and any future addendums shall be e-mailed to

TobaccoGrants@doj.ca.gov, care of the Division of Operations, Local Assistance Unit, Tobacco Grant Program, and will become fully executed upon completion of signatures from all parties.

GRANTEE AUTHORIZATIONS

_____ _____
NAME: Date
Title:
Agency:

_____ _____
NAME: Date
Title:
Agency:

_____ _____
NAME: Date
Title:
Agency:

DOJ AUTHORIZATIONS

_____ _____
DOJ GRANT MANAGER Date
Division of Operations
California Department of Justice

_____ _____
DOJ FISCAL DIRECTOR Date
Division of Operations
California Department of Justice

_____ _____
DOJ CHIEF OF OPERATIONS Date
Division of Operations
California Department of Justice

Gilroy Police Department

City of Gilroy
7301 Hanna Street
Gilroy, California
95020-6129

Admin. (408) 846-0310
Comm. (408) 846-0350
Records (408) 846-0300
Fax (408) 846-0339

LUKE POWELL
Acting Chief of Police

Department of Justice
Division of Operations
Tobacco Grant Program
P.O. Box 160187
Sacramento, CA 95816-0187

Re: Letter of Intent to Accept Tobacco Grant Program Award (Fiscal Year 2025-26)

Dear Tobacco Grant Program Specialist:

Please accept this letter as indicative of our agency's intent to accept the Tobacco Grant Program award of $291,546 for the 2025-26 grant cycle. The agency intends to accept the conditions specified in the Summary of Award and Budget Detail documents sent with the award letter.

In addition, on behalf of the agency, I affirm the following (*please check one*):

[X] The agency will seek a resolution from its governing body to accept the award.
[ ] The agency has a governing body but is not required to seek a resolution from it in order to accept this award.
[ ] The agency does not have a governing body and therefore does not require a resolution to accept the award.

Sincerely,

Luke Powell
Acting Chief of Police
(408) 846-0323
luke.powell@cityofgilroy.org

State of California
Financial Information System for California (FI$Cal)

GOVERNMENT AGENCY TAXPAYER ID FORM

2000 Evergreen Street, Suite 215
Sacramento, CA 95815
www.fiscal.ca.gov
1-855-347-2250

The principal purpose of the information provided is to establish the unique identification of the government entity.

Instructions: You may submit one form for the principal government agency and all subsidiaries sharing the same TIN. Subsidiaries with a different TIN must submit a separate form. Fields marked with an asterisk (*) are required. Hover over fields to view help information. Please print the form to sign prior to submittal. You may email the form to: vendors@fiscal.ca.gov, or fax it to (916) 576-5200, or mail it to the address above.

Principal Government Agency Name*

Remit-To Address (Street or PO Box)*

City* State * Zip Code*+4

Government Type: ☐ City ☐ County ☐ Special District ☐ Federal ☐ Other (Specify)

Federal Employer Identification Number (FEIN)*

List other subsidiary Departments, Divisions or Units under your principal agency's jurisdiction who share the same FEIN and receives payment from the State of California.

Dept/Division/Unit Name	Complete Address
Dept/Division/Unit Name	Complete Address
Dept/Division/Unit Name	Complete Address
Dept/Division/Unit Name	Complete Address

Contact Person* Title

Phone number* E-mail address

Signature* Date

City of Gilroy
STAFF REPORT

Agenda Item Title:	**Council Concurrence with the Issuance of the Recreation Assessment Request for Proposals**
Meeting Date:	January 5, 2026
From:	Brad Kilger, Interim City Administrator
Department:	Administration
Submitted by:	Bryce Atkins, Deputy Director of Community Development
Prepared by:	Bryce Atkins, Deputy Director of Community Development

STRATEGIC PLAN GOALS: Not Applicable

RECOMMENDATION

Council concur with the issuance of the Recreation Assessment Request for Proposals

EXECUTIVE SUMMARY

BACKGROUND

During the budget and strategic planning process, a legislative agenda item was created to do a complete assessment of the Recreation program. These items included reviewing the $1.5M General Fund contribution to Recreation, the claim of high cost for youth to participate in recreation activities, and an assessment of the Division to review the staff-requested position additions during the budget process.

At the September 15, 2025, regular meeting of the Gilroy City Council, the Council provided direction to staff to pursue an outside consultant to conduct the assessment of the Recreation Division.

Staff developed and sent the draft scope of work to the Council via email for review on November 6, 2025.

ANALYSIS

Staff received three responses to the draft scope of work from Council. The responses included adding the library as a potential partnership site for recreation activities, questions about the funding source, and a statement thanking staff for their work on developing the scope of work.

With the responses received, the desire to have the assessment completed as soon as possible to bring to the Council to initiate implementation of any improvements, and the looming effective date of AB 339, which would add a 45-day notification period for any RFPs released after January 1, 2026, staff chose to release the RFP on December 18, 2025. The next available meeting, which would have been this meeting, would have been after AB 339 took effect, delaying the project by 1.5 months.

This consent calendar agenda item provides an additional opportunity for Council to review and request changes to the RFP and scope of work, should it so desire. Any changes would be applied as an addendum to the RFP, issued on the City's website, and incorporated into the requirements of the proposals to be received.

The RFP requires proposals to be presented like other professional service consultant RFPs. The cost proposal is to be broken out by scope-of-work section to allow modification of the contract award based on the cost proposals received, at the Council's discretion.

ALTERNATIVES

Council may pull the item from Consent and direct changes to the RFP at its discretion.

FISCAL IMPACT/FUNDING SOURCE

Not Applicable: any proposed changes would not have a fiscal impact. The budgetary impact of the overall assessment project will be analyzed as part of the contract award, based on the proposals received.

PUBLIC OUTREACH

This project has been discussed twice before with the City Council, and the RFP was advertised in the newspaper and online. The project itself proposes public outreach and public input into the assessment.

NEXT STEPS

If the Council concurs, then the procurement process would continue as-is. Should the

Council desire to make any changes, an addendum will be released. The next phase of the project will happen when proposals are received, and staff returns to Council for award of the contract.

Attachments:

1. 26-RFP-AD-531 - Recreation Assessment RFP

City of Gilroy

Administration Department

Request for Proposals
Recreation Division Assessment

No. 26-RFP-AD-531

ATTN: KATTY ALVAREZ
CITY OF GILROY
7351 ROSANNA STREET
GILROY, CA 95020-6197

Proposals Due by: 4:00 pm, Friday, February 6, 2026

Request for Proposal
No. 26-RFP-AD-531

Notice is hereby given that the Purchasing Coordinator of the City of Gilroy at 7351 Rosanna Street, Gilroy, CA 95020-6197 will receive proposal submittals via e-mail. The City of Gilroy is soliciting proposals from firms to conduct a comprehensive assessment of the Recreation Division and provide recommendations to enhance its operational effectiveness and service offerings, as described in the attached Request for Proposals (RFP). Submittals will be accepted up until 4:00 PM, PST, Friday, February 6, 2026, via e-mail to the address specified in this RFP. Proposals received after that time and date will not be considered. The City of Gilroy accepts no responsibility if delivery is made to another e-mail address other than those specified within this RFP. An evaluation team will review submitted proposals and select the best-qualified firm based on the evaluation criteria and selection process outlined in the RFP. The chosen consultant will then be recommended to the City Council for the awarding of an agreement to conduct the work.

A free electronic copy of the RFP can be obtained by going to the City of Gilroy website and selecting bid opportunities under the Business and Development Services Tab, or directly at the following link: http://www.cityofgilroy.org/Bids.aspx.

Respectfully Requested,
Katty Alvarez
Purchasing Coordinator

RFP No. 26-RFP-AD-531

Request for Proposals for a Recreation Division Assessment

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Introduction

The City of Gilroy (City) is seeking proposals from qualified firms (Consultants) to assess the City's Recreation Division within the Administration Department and to provide recommendations to enhance its operational effectiveness, the services it offers to residents, and to plan for the future growth of the recreation functions of the City.

The City of Gilroy is a charter city located in southern Santa Clara County with a population of approximately 60,000. The City is a council-administrator form of government, with the mayor elected at large for a four-year term and six City Councilmembers elected at large for four-year terms. However, it is transitioning to district-based elections for the six councilmember seats.

Information regarding the City and its organization, such as governmental structure, services provided, the Current Operating and Capital Budgets, Annual Financial Reports, and the most recent Comprehensive Fee Schedule, is available on the City website at www.cityofgilroy.org

The Recreation Division offers a wide array of services to meet residents' recreational needs. The Recreation Division provides the following community services:

- Offers free and fee-based programs to residents of all ages and all interests.
- Connects seniors with free, vital services such as tax preparation, free bimonthly groceries, daily lunch, transportation, and social services.
- Supports disadvantaged and low-income families by partnering with other governmental agencies and local community organizations.
- Provides logistical support during a local emergency.

The Recreation Division also publishes a seasonal recreation guide in English and Spanish, three times a year, and sends it to all Gilroy households. Recreation communicates with the community through a monthly e-newsletter, social media, school flyers, and tabling at special events.

The Recreation Division has a staff of four full-time positions (Recreation Manager, Recreation Supervisor, Recreation Coordinator, and Office Assistant). Additionally, there are 10 ongoing part-time positions and 10 seasonal part-time positions that provide direct service and programming. Recreation also relies on contract activity and class providers to deliver many of the programs the community desires.

The City commissioned a Recration and Facility Needs Assessment, which commenced before the COVID Pandemic and was completed in 2020 during the Pandemic. The report can be found at this **link**.

Project Description

The City seeks qualified consulting services to conduct a comprehensive, data-driven assessment of its Recreation Division to inform future policy, operational, financial, and capital decisions. This project intends to evaluate current recreation programs, staffing, facilities, finances, governance, and service delivery models; identify gaps between community needs and existing services; and develop clear, actionable recommendations that enhance effectiveness, equity, sustainability, and alignment with industry best practices.

The selected Consultant will engage City leadership, staff, and the community to assess recreational needs, participation patterns, and barriers to access; benchmark performance against comparable agencies and National Recreation and Park Association (NRPA) standards, including CAPRA accreditation criteria; and evaluate staffing structures, cost recovery practices, program portfolios, facilities, and operational systems.

The final outcome will be a prioritized implementation roadmap, supported by data, benchmarks, and community input, that provides City staff and the City Council with clear policy options, investment strategies, and near- and long-term actions. Deliverables will include financial and organizational analyses, program and facility assessments, performance metrics, policy frameworks, and a comprehensive final report and presentation suitable for City Council consideration, enabling informed decision-making and sustainable delivery of recreation services over the next several years to decades.

Issuing Office

The Finance Department is the Issuing Office, and the City Administrator's Office is the Project Manager for this Request for Proposal (RFP). Contact the Finance Department for all process questions and protests. Contact the City Administrator's Office for contract questions.

Issuing Office
Finance Department
Katty Alvarez
Finance Analyst
7351 Rosanna Street
Gilroy, CA 95020
katty.alvarez@cityofgilroy.org

Project Manager
City Administrator's Office
Kylie Katsuyoshi
Management Analyst
7351 Rosanna Street
Gilroy, CA 95020
kylie.katsuyoshi@cityofgilroy.org

Anticipated RFP Schedule

The Administration Department anticipates the following general timeline for this RFP, and the schedule may change as necessary.

Issuance of RFP documents	December 18, 2025
Deadline for RFP questions and comments, submitted by e-mail to kylie.katsuyoshi@cityofgilroy.org, with a copy to katty.alvarez@cityofgilroy.org.	5:00 p.m. PST, January 23, 2026
Response to questions available on the website	5:00 p.m. PST, January 26, 2026
Deadline for proposal submission	4:00 p.m., PST, February 6, 2026
Completion of submission review and issuance of Notice of Intent to Award	February 12, 2026
Consultants to sign the contract and provide all required attachments by	February 20, 2026

Council award contract at the regular City Council meeting, if required	February 23, 2026

Submission Date and Location

Each responding Consultant must provide one electronic copy of their proposal in PDF format to katty.alvarez@cityofgilroy.org and kylie.katsuyoshi@cityofgilroy.org. The e-mail shall be entitled with the Consultant's name and "Recreation Assessment". The proposals must be received by the City issuing office via e-mail by the Deadline for Proposal Submission, as defined above.

Solicitation Documents and Changes (Addenda)

All solicitation documents may be viewed or printed online from the City's website at https://www.cityofgilroy.org/Bids.aspx or may be viewed onsite at the Issuing Office at the address listed above.

Proposals received from other sources will not be considered valid documents. Please contact the Issuing Office listed above if you have any problems viewing the solicitation documents.

All questions regarding this solicitation shall be submitted in writing via e-mail. The questions will be researched, and the answers will be communicated to all known interested Consultants and posted on the City's website after the deadline for question submissions.

Prospective Consultants shall not contact City officers or employees with questions or suggestions regarding this solicitation except through the primary contact person listed above. Any unauthorized contact may be considered undue pressure and cause for the disqualification of the Consultant.

Consultants are responsible for checking the City's website for the issuance of any addenda prior to submitting a proposal. The Consultant is held responsible for all addenda/changes to the documents and may be considered non-responsive if their proposal does not reflect those addenda/changes.

Protests

Any complaints or perceived inequities related to this RFP shall be made in writing and directed to the Issuing Office at the address listed above and in accordance with the City's purchasing policy. This policy may be found on the City's website, located here: https://www.cityofgilroy.org/DocumentCenter/View/10774/Gilroy-Purchasing-Policy-.

Rejection of Proposals

The City reserves the right to reject any and all proposals submitted. The City also reserves the right to waive or not waive any informalities or irregularities in proposal responses.

Partial Funding or Award

The City reserves the right to fund only a portion of the total funding identified in its sole discretion. The City may make a partial award of an amount it determines to be appropriate, based on the financial resources available and operational considerations.

Modification / Withdrawal

Unless otherwise specified, modification of the Proposal will not be permitted; however, a Consultant may withdraw their Proposal at any time before the scheduled closing time for receipt of Proposals; any Consultant may withdraw their Proposal, either personally or by written request to the Issuing Office. Withdrawal of the Proposal shall not disqualify the Consultant from submitting another Proposal, provided the time for receipt of Proposals has not expired.

Cancellation

The City reserves the right to cancel the award of this contract at any time before execution of the contract by both parties if cancellation is deemed to be in the City's best interest. In no event shall the City have any liability for the cancellation of the award.

Duration of Proposals

Proposals must remain valid for at least 120 days. Proposals must be signed by an official authorized to bind the Consultant.

Public Record

All submitted proposals are the property of the City and constitute public records. All documents received by the City are subject to public disclosure after the City selects a Consultant.

Incurring Costs

The City is not liable for any cost incurred by Consultants prior to execution of a contract.

Selection Process

The City reserves the right to select the Consultant based on the proposals, or to conduct interviews with the highest-qualified Consultant(s) following the evaluation and scoring of the proposals, whichever is determined to best serve the needs of the City. The City reserves the right to seek clarifications on any or all proposals.

Eligible Applicants

The City is requesting proposals from experienced consulting firms to complete the assessment. To ensure the highest quality of the Consultant's responses and to facilitate the fair and objective evaluation of those responses, this document provides guidance to all potential Consultants regarding the scope/requirements and the format and content requirements for vendor proposal submissions. A detailed Scope of Work is below.

Scope of Work Requirements

The Consultant shall conduct a comprehensive and exhaustive analysis of the Division's existing operations, service levels, offerings, staffing levels, and all other aspects of the Division's operations and services. The Scope of Work tasks and deliverables are provided below:

1. Project Initiation, Background Review, & Governance
    a. Meet with City leadership, Recreation staff, and other stakeholders to understand goals and expectations. Confirm goals, success metrics, project schedule, and communication plan.

b. Collect and review existing documents, including budgets, fee schedules, staffing structures, organization charts, prior plans and studies, participation data, facility condition information, and policies.
c. Map current policies against the National Recreation and Park Association's (NRPA's) Commission for Accreditation of Park and Recreation Agencies (CAPRA) standards to identify gaps and quick wins (governance, planning, finance, human resources, risk, operations).
d. Deliverables:
    i. Project work plan and schedule.
    ii. Stakeholder map.
    iii. Communications and engagement plan.
    iv. CAPRA gap summary, noting which standards are fully/partially met and priority fixes.

2. Community Engagement and Needs Assessment
    a. Design and administer a mixed-methods engagement: resident survey, intercept/on-site surveys, focus groups (youth, seniors, underserved areas, etc.), partner interviews.
    b. Follow NRPA's survey guidance (sampling, admin modes, actionable question design).
    c. Collect input on satisfaction, unmet needs, and desired future services.
    d. Ensure representation from diverse community groups.
    e. Deliverables:
        i. Engagement plan and instruments (survey tool, discussion guides).
        ii. Engagement finding report: Satisfaction, unmet needs, barriers (cost, location, time, language), priorities by demographic and geography.
        iii. Updated needs assessment report.
3. Staffing and Organization Assessment
    a. Analyze structure, spans/layers, role clarity, workload, scheduling, and training.
    b. Benchmark staffing ratios with NRPA/California Park & Recreation Society (CPRS) national/state municipal peers (per capita, per facility/acre where applicable).
    c. Assess alignment between staffing and service delivery needs.
    d. Identify workforce development and succession planning needs.
    e. Provide recommendations on staffing efficiencies, training needs, and future workforce planning.
    f. Deliverables:
        i. Organization assessment memo with options (no-cost, low-cost, investment scenarios), updated organizational chart, role definitions, and training plan.
        ii. Peer benchmark table (City vs NRPA medians/quartiles).
4. Financial Analysis, Cost Recovery, and Fee Policy
    a. 3–5 year trend analysis: revenues, expenditures, subsidies, and cost recovery by program/facility.
    b. Develop a Cost Recovery & Resource Allocation Policy (e.g., Pyramid Method: who benefits/who pays), and align fee schedule and scholarship strategy.
    c. Benchmark fees and cost-recovery targets (e.g., San José PRNS examples of fee/cost-recovery governance).
    d. Identify opportunities for increasing revenues (fees, partnerships, sponsorships, grants).
    e. Assess financial sustainability of significant programs (referring to program size) and facilities.
    f. Deliverables:

i. Financial analysis with revenue/expenditure trends and recommendations for cost recovery.
ii. Financial dashboard (trends, margins by line of business, subsidy per participant).
iii. Draft Cost Recovery Policy with category targets, methodology, and annual update process.
iv. Draft fee schedule adjustments and equity supports.

5. Program and Service Portfolio Review (Lifecycle and Alignment)
    a. Analyze participation levels, demographics served, and program utilization.
    b. Identify gaps in programming relative to community needs.
    c. Assess program quality and alignment to values (equity, access, youth development, senior services, etc.).
    d. Conduct a program lifecycle analysis (introduce/grow/mature/decline) to right-size the portfolio; evaluate alignment with mission, equity, demand, and margins.
    e. Compare offerings to peer agencies; identify gaps (e.g., adults, teens, seniors, adaptive rec, etc.), schedule balance, and access (time/location).
    f. Recommend adds, retires, partnerships, and pricing strategies.
    g. Deliverables:
        i. Program and services evaluation summary.
        ii. Program portfolio matrix (demand, equity, cost recovery, lifecycle stage) with action recommendations and 12–24-month pilot plan.
6. Facilities, Asset Management, and Capital Needs
    a. Indoor and Outdoor Facility inventory and condition assessment: age, systems condition, accessibility, capacity/utilization, lifecycle, and replacement values.
    b. LOS (level-of-service) and access analysis (catchment, coverage, underserved areas); align with NRPA master-planning best practices.
    c. Identify ADA/Title II and safety issues; evaluate operating model efficiency for major venues (e.g., aquatics, community centers).
    d. Identify capacity constraints and deferred maintenance.
    e. Assess alignment of facilities with community needs and future growth.
    f. Recommend priorities for capital improvements and potential new facilities.
    g. Deliverable: Facility needs assessment report.
    h. Deliverables:
        i. Facility needs assessment report.
        ii. Facility assessment book with inventory tables, condition scores, utilization analysis, and repair/replace priorities.
        iii. Capital improvement plan (CIP) roadmap (0–5, 6–10, 10+ years) with order-of-magnitude costs and funding options.
7. Technology, Data, and Business Processes
    a. Audit registration/POS, scheduling, reporting, and data governance; identify pain points (refunds, waitlists, utilization reporting).
    b. Recommend improvements (KPIs, dashboards, data hygiene, privacy practices), and integrations with finance/human resources.
    c. Deliverables:
        i. Systems improvement plan with priority fixes, training modules, and key performance indicator(s) (KPI) dashboards wired to NRPA benchmark categories.
8. Equity, Access and Inclusion

a. Map participation vs. community demographics; analyze barriers (cost, transit, language, digital access).
b. Align pricing/scholarships with the cost-recovery policy to protect access for socio-economically challenged populations.
c. Deliverables:
    i. Equity action plan: sliding-scale/fee assistance model, outreach strategies, language access, mobile/ pop-up programs, and targeted pilots.

9. Partnerships, Sponsorships, and Volunteers
    a. Inventory existing MOUs/agreements (schools, library, nonprofits, leagues); evaluate performance and risk.
    b. Identify new partnership models, shared-use agreements, and a potential sponsorship/naming framework consistent with public ethics.
    c. Assess volunteer program structure and compliance.
    d. Deliverables:
        i. Partnership framework (criteria, templates, performance KPIs) and sponsorship policy outline with approval workflow.
10. Risk Management, Safety, and Operations Standards
    a. Review policies for incident reporting, background checks, aquatic and youth safety, emergency plans, and insurance.
    b. Recommend standard operating procedures (SOPs) and training cadence; note relevant CAPRA standards.
    c. Deliverables:
        i. Operations & safety compliance report with priority SOP updates and training calendar.
11. Performance Measurement and Benchmarking
    a. Build a KPI scorecard aligned with NRPA/CPRS Agency Performance Review metrics (participation per capita, cost per participant, cost recovery, expenditures per capita/acre, maintenance metrics).
    b. Define data collection cadence and public-facing reporting.
    c. Deliverables:
        i. KPI dashboard & definitions; 12-month measurement plan and template quarterly report.
12. Programmatic Mini-Studies
    a. Review and assess the following programming clusters:
        i. Adaptive Recreation.
        ii. Adult Sports/Activities.
        iii. Aquatics.
        iv. Contract Classes.
        v. Senior Services.
        vi. Youth Sports.
        vii. Summer Day Camps.
        viii. Volunteers.
        ix. Reservations/Parks.
        x. Special Events (breakfast with Santa, bike to wherever day, cleanups, etc.).
        xi. Targeted Community Recreation Services (SCYTF/NSU).
        xii. Early Childhood Education (potentially).
        xiii. Fitness/Health (potentially).
        xiv. After School (potentially).

b. Evaluate the following aspects of these program clusters:
    i. Staffing models (internally provided service).
    ii. Alternative service delivery models (outside provided service).
    iii. Programming mix.
    iv. Risk.
    v. Fee strategy/cost recovery models vs. affordability.
    vi. Industry best practices for effective marketing techniques/strategies.
c. Deliverables:
    i. Program report.

13. SWOT Analysis
    a. Identify strengths, weaknesses, opportunities, and threats for the Recreation Division.
    b. Incorporate findings from staffing, financial, program, and facility analyses.
    c. Deliverable:
        i. SWOT analysis document.
14. Growth and Opportunity Identification
    a. Identify short- and long-term opportunities for expanded or improved recreation services.
    b. Explore partnership models (schools, nonprofits, private sector, regional collaboration).
    c. Recommend strategies for sustainable growth.
    d. Deliverable:
        i. Growth opportunities report.
15. Implementation Roadmap and Council Presentation
    a. Provide a comprehensive report that synthesizes findings from all tasks.
    b. Include clear, prioritized recommendations (impact/feasibility), timeline, cost, funding sources, and owners.
    c. Provide an implementation roadmap.
    d. Present findings to City Council and community stakeholders.
    e. Draft policy updates (cost recovery, partnerships, sponsorships, fee schedule).
    f. Prepare briefing materials and presentation to City Council.
    g. Deliverables:
        i. Draft Report for staff review.
        ii. Final report (executive summary and detailed appendices: benchmarks, inventories, engagement findings).
        iii. Phased implementation roadmap (0–6, 6–18, 18–36 months) with budget ranges and decision gates.
        iv. Slide deck and talking points for Council.

Proposal Contents

The Proposal package shall be organized to include the following sections. Each proposal shall have the sections identified below as separate sections in the proposal document. The contents for each section are listed below and must be presented in the same order. Potential Consultants shall be responsible for preparing an effective and clear proposal. Concise proposals without needless duplication are encouraged.

Proposals must be structured, presented, and labeled in the following manner:

- Cover Letter.
    - The firms' proposal must provide a written transmittal of the proposal in the form of a cover letter. A company officer must sign the cover letter, empowered to bind the proposer to the provisions of this RFP and any contract awarded pursuant to it. The cover letter will reference and respond to each of the following bulleted items:
        - Consultant's legal name and corporate structure.
        - A high-level statement of the credentials to deliver the services sought under the RFP.
        - Briefly state the Consultant's understanding of the work to be performed and why the consultant believes it is best qualified to perform the duties and tasks outlined and described in the scope of work contained in this request.
        - Primary contact name, mailing address, e-mail address, and telephone number.
        - Identification of use of subcontractor(s), if any, and scope of work to be performed by subcontractor(s).
        - A statement that the Consultant or any individual who will perform work for the Consultant is free of any conflict of interest (e.g., employment by the City).
        - Statement of acknowledgement that the City's standard agreement has been reviewed and accepted without modification.
        - Signature of a company officer empowered to bind the Consultant to the provisions of this RFP and any contract awarded pursuant to it.
- Table of Contents.
- Executive Summary.
- Section 1. – Company Background.
    - Provide a history of the individual or firm's experience, which specifically addresses the individual or firm's experience in conducting and producing an assessment similar in complexity and scope to that which is listed in the Scope of Work section above.
    - The proposal shall include an organizational chart and describe the organizational structure that is proposed to handle the assessment.
    - Describe the specific types of services that your organization provides.
    - Number of years your organization has been in business.
    - Describe your agency's basic organization and management structure. Be sure to include the number of personnel involved in your organization.
- Section 2. – Company and Project Team Qualifications.
    - Qualifications and Related Experience of Personnel Who Will Perform Work. Résumés of all personnel who are proposed to provide professional services to the City within the Scope of Work outlined and described in this request shall be included. Résumés shall include all relevant experience, education, and other qualifications.
    - Prior Relevant Experience. A description of prior work experience and projects of the company relevant to the Scope of Work outlined and described in this request shall be included.

    - At a minimum, this should include the project manager/principal agent, associates in charge when the project manager/principal agent is unavailable, key personnel, firm size, and an organization chart identifying only those who will perform work for the proposed project and the percentage of each individual's time devoted to this project. The project manager/principal agent shall be the primary point of contact for your firm.
- Section 3. – References.
    - References of Local Government Clients. Please include a list of at least three (3) current and/or previous local government clients, with a preference for those located in California, for which a consultant assigned to the project has rendered professional services similar to the scope of work outlined and described in this request.
    - Describe the project, client name, and the name, title, and telephone number of the primary contact person.
    - References may not be older than 5 years from the deadline of proposal submission.
    - Additionally, provide a list of all local government clients that your firm has completed similar projects for.
- Section 4. – Proposed Methodology.
    - Consultant shall provide a work plan identifying the major tasks and subtasks anticipated by the Consultant associated with the completion of the assessment, including the proposed approach and projected timeline to conduct and complete each item in the Scope of Work.
    - Provide a staffing plan for the assessment project.
    - Provide an outline that demonstrates the firm's understanding of the scope of work. This outline should include the anticipated approach, the tasks necessary for successful completion, the deliverables, and any suggestions or special concerns that the City should be made aware of. Identify any assumptions and/or exclusions used in preparation of the scope of work and associated fee estimate.
- Section 5. – Proposed Timeline
    - Prepare an overall proposed timeline to conduct the assessment. The proposal shall include a timeline to complete the project, based on the Scope of Work and the availability of a skilled labor force. The proposed timeline shall be based on experience with similar engagements and the best available information.
- Section 6. – Prior Work Samples
    - Consultant shall provide at least one prior work sample of an assessment on a Recreation Department or Division. This shall include all components of the assessment, including the final report, any presentation material developed, workpapers used, and other such documents developed for the assessment, which show the experience, quality, and thoroughness of your firm's work in conducting such assessments.
- Section 7. – Pricing
    - Proposal shall have a project cost estimate with justification.
    - Proposal shall include hourly rates for all personnel on the project, and estimated hours and subtotals for each enumerated section of the Scope of Work.

- Proposal should include options for reducing or adding services.

- Section 8. – Additional Information
  - Attachment A – Contract Requirements Acknowledgement Form and Standard Contract Template:
    The proposal shall include a completed and signed copy of the Contract Requirements Acknowledgement Form included with this RFP as Attachment A.
  - Attachment B - Special Policies – Wage Theft Form
    The proposal shall include a completed and signed copy of the Wage Theft Form included with this RFP as Attachment B.

Failure to follow the specified format, to label the responses correctly, or to address all of the subsections may, at the City's sole discretion, result in the rejection of the Proposal.

Proposal Evaluation Criteria and Scoring

Proposal packages will be reviewed and scored according to the criteria below. Based on the number and quality of responses, Consultants may be asked to continue to the interview/presentation step in the process. Each package may receive a maximum of 100 points, as summarized below:

CRITERIA	POINTS
Consultant's experience and qualifications as they relate to the scope of services of the RFP	25
Project methodology and understanding of the assessment needs	25
Staffing plan and team's individual qualifications	20
Prior work example	15
Cost proposal	10
Project Schedule	5
TOTAL	100

ATTACHMENT A – CONTRACT REQUIREMENTS ACKNOWLEDGEMENT

I, _____, declare as follows:

That I am the _____, of _____,
(Title) (Company)

the Consultant making the attached proposal; and that I have read the sample Agreement for Services (Attachment B), including the insurance & indemnification requirements contained therein, and hereby state that I understand and am willing to abide by, and can meet the requirements of the contract, including insurance and indemnification requirements, without modification thereto, should my firm be selected for a project or projects based on my qualifications and proposal, assuming a mutually agreeable scope, fee, and schedule can be established.

I understand that the attached sample agreement is the current version used by the City of Gilroy. The standard agreement for Professional Services is currently being updated, and a new version may be used by the time the agreement resulting from this RFP is executed.

Signed this _____ day of _____, 2026

By _____

Title: _____

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

This AGREEMENT made this _____ day of _____, 20_____, between:

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

and CONSULTANT: _____, having a principal place of business at _____.

ARTICLE 1. TERM OF AGREEMENT

This Agreement will become effective on _____ and will continue in effect through _____ unless terminated in accordance with the provisions of **Article 7** of this Agreement.

Any lapse in insurance coverage as required by Article 5, Section D of this Agreement shall terminate this Agreement regardless of any other provision stated herein.

_____
Initial

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

It is the express intention of the parties that 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 _____.

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 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:	**CITY:**
_____	CITY OF GILROY
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Social Security or Taxpayer Identification Number _____	

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 _____, 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, _____ 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:

City of Gilroy
7351 Rosanna Street
Gilroy, CA 95020

CONSULTANT: _____
_____
_____
_____

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 "C"

MILESTONE SCHEDULE

EXHIBIT "D"

PAYMENT SCHEDULE

Wage Theft Prevention Policy Statement

It is the policy of the City that all parties contracting with the City must comply with all applicable federal, state and local wage and hour laws including but not limited to the Federal Fair Labor Standards Act ("FLSA") and the California Labor Code. Suitable language regarding this requirement should be in all contracts.

1. **Disclosure**. As a part of any City solicitation for goods and/or services, including public works projects, contractor shall complete a "Bid Certification" ("Certification") that requires each potential contractor to disclose whether the contractor has been found by a court or final administrative action of an investigatory government agency to have violated federal, state, or local wage and hour laws within the past five (5) years from the date of the submitted bid or proposal.

2. **Disqualification.** The City MAY disqualify a potential contractor based on the disclosed violation.

3. **Contract Termination**. A current contractor found by a court or by final administrative action of an investigatory government agency to have violated applicable wage and hour laws, in the five (5) years prior to or during the term of the contract with the City, may be in material breach of its contract with the City if the violation is not fully disclosed and/or satisfied per City contract requirements. Such breach may serve as a basis for contract termination and/or any other remedies available under law, including a stipulated remediation plan.

I, _____, certify that (Business Name) _____

☐ ***Has***

☐ ***Has Not***

been found by a court or by final administrative action of an investigatory government agency to have violated applicable wage and hour laws on more than one (1) occasion or has one (1) unpaid wage judgment.

For each disclosed violation, please provide a copy of (i) the court order and judgment and/or final administrative decision; and (ii) documents demonstrating either that the order/judgment has been satisfied, or if the order/judgment has not been fully satisfied, a written and signed description of potential contractor's efforts to date to satisfy the order/judgment. The completed Certification shall be submitted by the potential contractor to the City as a part of its bid or proposal.

Signature and Date: _____

City of Gilroy
STAFF REPORT

Agenda Item Title:	**For the Love of Gilroy Public Art Campaign - Selection of 14 Designs and Award of Intellectual Property Rights Agreements for $500 Each**
Meeting Date:	January 5, 2026
From:	Brad Kilger, Interim City Administrator
Department:	Administration
Submitted by:	Bryce Atkins, Deputy Director of Community Development
Prepared by:	Bryce Atkins, Deputy Director of Community Development

STRATEGIC PLAN GOALS: Not Applicable

RECOMMENDATION

Council approval of the Arts and Culture Commission's recommended award order of designs for purchase.

EXECUTIVE SUMMARY

N/A

BACKGROUND

The Arts and Culture Commission (ACC), with Council approval, put together a public art campaign entitled "For the Love of Gilroy" to solicit two-dimensional art designs from local artists to be printed on banners and posted on streetlight poles along Monterey Road in Downtown Gilroy. The second round of this campaign began with the release of the Call for Artists (CFA) to solicit design submissions from local artists.

The CFA (26-CFA-AD-102) was released on October 1, 2025, and had a closing period of December 1, 2025, at 4:00 PM. The CFA provided details, templates, and other information regarding the solicitation and processing of proposed designs. The process involves the ACC recommending to the City Council the designs for a potential award to

purchase the intellectual property and produce the banners for public display.

ANALYSIS

The City received 52 design submissions from 32 artists during the Call for Artists submission window for this program. Six artists submitted multiple designs, though only one would be selected from any particular artist.

The majority of the artwork was submitted electronically, while others were submitted in hard copy. Nine of the 32 artists were minors (identified in the attached recommendation packet lists). The ACC did not inquire about their specific ages. 28 of the 32 artists are known to live in Gilroy; One who lives in San Jose but has sufficient connections with Gilroy that the ACC considered them eligible; and three others who are not eligible, and are identified below.

Attached to this staff report is the ACC's recommendation package, containing a cover letter with the recommended award order for eligible designs, followed by the designs deemed eligible in order of recommended order. Below is a discussion about the nature of the ACC recommendation.

Ineligible Artist Determinations

The ACC identified the following artists as ineligible because they are not residents of, do not work in, attend school in, or are not associated with the arts in Gilroy:

- Jose Trejo Maya - one submission (Baldwin Park, CA)
- Yuraima Antonio - 10 submissions (Milpitas, CA)
- Magaly Fernandez - three submissions (San Jose, CA)

Ineligible Designs

The ACC designated five designs as ineligible because they contained photographs of minors, with no waivers or releases provided for their use. An additional (sixth) design was deemed ineligible because it was submitted a day past the deadline.

Recommendation and Council Determination

Staff's recommendation is for Council to adopt the ACC's recommended award order, attached to this staff report. Should any of the first 14 ranked designs not complete the design purchase and rights transfer documentation or meet any of the conditions placed for selection, then the award would progress to the next ranked design that completes the process, and staff would not need to return to Council for an amended award selection. Due to production timelines, the banners must be selected at this meeting, held on January 5, 2026, as the next meeting would likely delay production and prevent them from being produced in time for the February 20th reveal.

ALTERNATIVES

Council may approve or modify the proposed order of awards, or reject one, more than one, or all designs.

FISCAL IMPACT/FUNDING SOURCE

The purchase of 14 designs will total $7,000 from the Public Art Fund, at $500 per design. Funding for this public art installation comes from the Public Art Fund.

PUBLIC OUTREACH

The ACC conducted outreach for this campaign, including website and social media posts, direct outreach via flyers to social and arts-related community groups and the Gilroy Arts Roundtable, and tabling at a community event.

The ACC has discussed this item at each of its regular meetings since the January 14, 2025, meeting. This item was included on the publicly posted agenda for this meeting and on each Arts and Culture Commission meeting agenda since January 2025.

Staff will conduct outreach to announce the selected designs and provide information about the unveiling event planned for February 20, 2026.

NEXT STEPS

Once a priority award order has been adopted, staff will then complete the intellectual property rights agreements and send the banner designs for production. The ACC is continuing to develop the unveiling event for February 20, 2026, during which the banners will be displayed.

Attachments:

1. ACC Recommendation Letter 2025
2. #1 - Natasha Sagouspe
3. #2 - Mathew Weski
4. #3 - Orlando Salcedo
5. #4 - Adriel-Guillermo Jimenez
6. #5 - Kristina Noland
7. #6 - Athena Flores
8. #7 - Rob McClelland
9. #8 - Quetzalli Jimenez
10. #9 - Andrea Silva
11. #10 - Santiago Moreno

12. #11 - Alfredo Yuriar
13. #12 - Andrea Ramos
14. #13 - Josue D. Rubio
15. #14 - Richard Ontiveros
16. #15 - Florencia Santiago & Ren Florez
17. #16 - Anabella Velasquez
18. #17 - Joey Choko Castañeda
19. #18 - Emy Edok
20. #19 - Kayla Bostock
21. #20 - Abigail Himan
22. #21 - Tristan Calzetta (redacted)
23. #22 - Vera Rodriguez
24. #23 - Vickie Kaufman - After Harvest
25. #24 - Vickie Kaufman - The Harvest
26. #25 - Allana Calzetta
27. #26 - Allyssa Gil-Ojeda
28. #27 - Angelina Loyola
29. #28 - Mia Rodriguez
30. #29 - Josue D. Rubio
31. #30 - Kayla Dube
32. #31 - Angelina Loyola
33. #32 - Kayla Dube

Docusign Envelope ID: D19838D3-027E-493B-9590-75DE296E774F

Arts and Culture Commission Council Correspondence

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

Commission Chair
Melanie Reynisson

Commissioners
Ruben Dario Villa
Camille McCormack
Steven Porter
Steven Taylor
Wendy Zamora

December 19, 2025

To: Gilroy City Council and City Administrator

Re: For the Love of Gilroy Public Art Banner Campaign – Award Recommendation Packet

The Arts and Culture Commission (Commission) has completed the evaluation of design submittals for the 2026 "For the Love of Gilroy" public art campaign. The Commission received 52 designs in total and is presenting its recommendations in this packet for Council members to review, ahead of the January 5, 2026, meeting, when the Council will be asked to approve the designs to be publicly displayed for the community to enjoy.

There were 52 designs submitted by 32 artists. Six artists submitted multiple designs, though the Commission recommends selecting at most one from each artist. This year's campaign was to produce 14 designs as banners. The Commission recommends that the Council adopt an order of award rather than selecting only 14 designs. Until the purchase agreements for the rights to the designs are completed, there is a chance that an artist may choose not to sign over their design to the City. By approving an order of award, the Commission can proceed to the next in the order of award as needed, rather than returning to Council for new or replacement awards and delaying the production and unveiling event to later in the year.

Recommended Award Order
The Commission has identified 32 of the designs as eligible and is recommending the award order listed in the table below. The list is in the Commission's recommended order and includes the artist's name and a column indicating if the artist is a minor. Attached to this correspondence are the designs in the recommended order.

ACC Recommended Ranking	Artist Name	Minor
1	Natasha Sagouspe	No
2	Matthew Weski	No
3	Orlando Salcedo	No
4	Adriel-Guillermo Jimenez	No
5	Kristina Noland	No
6	Athena Flores	No
7	Robert McClelland	No
8	Quetzalli Jimenez	No

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ACC Recommended Ranking	Artist Name	Minor
9	Andrea Silva-Quiroz	No
10	Santiago Moreno	No
11	Alfredo Yuriar	No
12	Andrea Ramos	Yes
13	Josue D. Rubio*	No
14	Richard Ontiveros	No
15	Florencia Santiago	TBD
16	Anabella Velasquez	No
17	Joey Choko Castaneda	No
18	Emy Edok	Yes
19	Kayla Bostock	Yes
20	Abigail Himan	Yes
21	Tristan Calzetta	Yes
22	Vera Rodriguez	Yes
23	Vickie Kaufman*	No
24	Vickie Kaufman*	No
25	Allana Calzetta	Yes
26	Allyssa Gil-Ojeda	No
27	Angelina Loyola*	No
28	Mia Rodriguez	Yes
29	Josue D. Rubio*	No
30	Kayla Dube*	No
31	Angelina Loyola*	No
32	Kayla Dube*	No

* This artist has multiple design entries. Once one is awarded to this artist, the other entries would then be passed over when awarding available banners/contracts.

Designs Deemed Ineligible by the Commission
Of the 52 designs, there are 20 that the Commission has determined to be ineligible due to either the artist being ineligible to be in the event (14 designs), design content (five designs), or a late submission (1 design).

Ineligible Artist Determinations
The ACC identified the following artists as ineligible because they are not residents of, do not work in, attend school in, or are not associated with the arts in Gilroy:

- Jose Trejo Maya - one submission (Baldwin Park, CA)
- Yuraima Antonio - 10 submissions (Milpitas, CA)
- Magaly Fernandez - three submissions (San Jose, CA)

Docusign Envelope ID: D19838D3-027E-493B-9590-75DE296E774F

Ineligible Designs

The ACC designated five designs as ineligible because they contained photographs of minors, with no waivers or releases provided for their use. An additional (sixth) design was deemed ineligible because it was submitted a day past the deadline.

Conclusion

The Commission would like to thank the City Council for the opportunity to pursue this public art campaign and recommend these designs for your approval.

Sincerely,

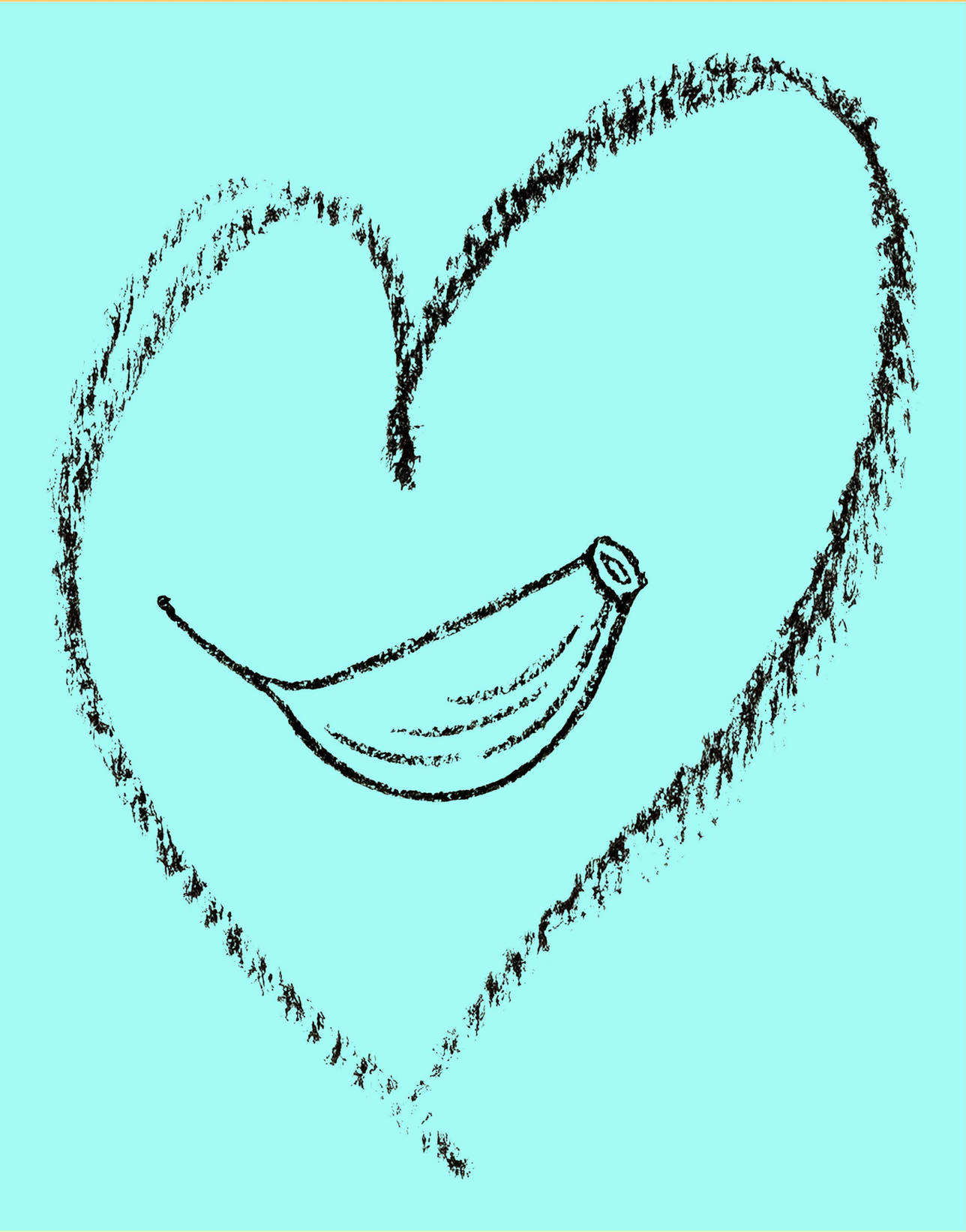
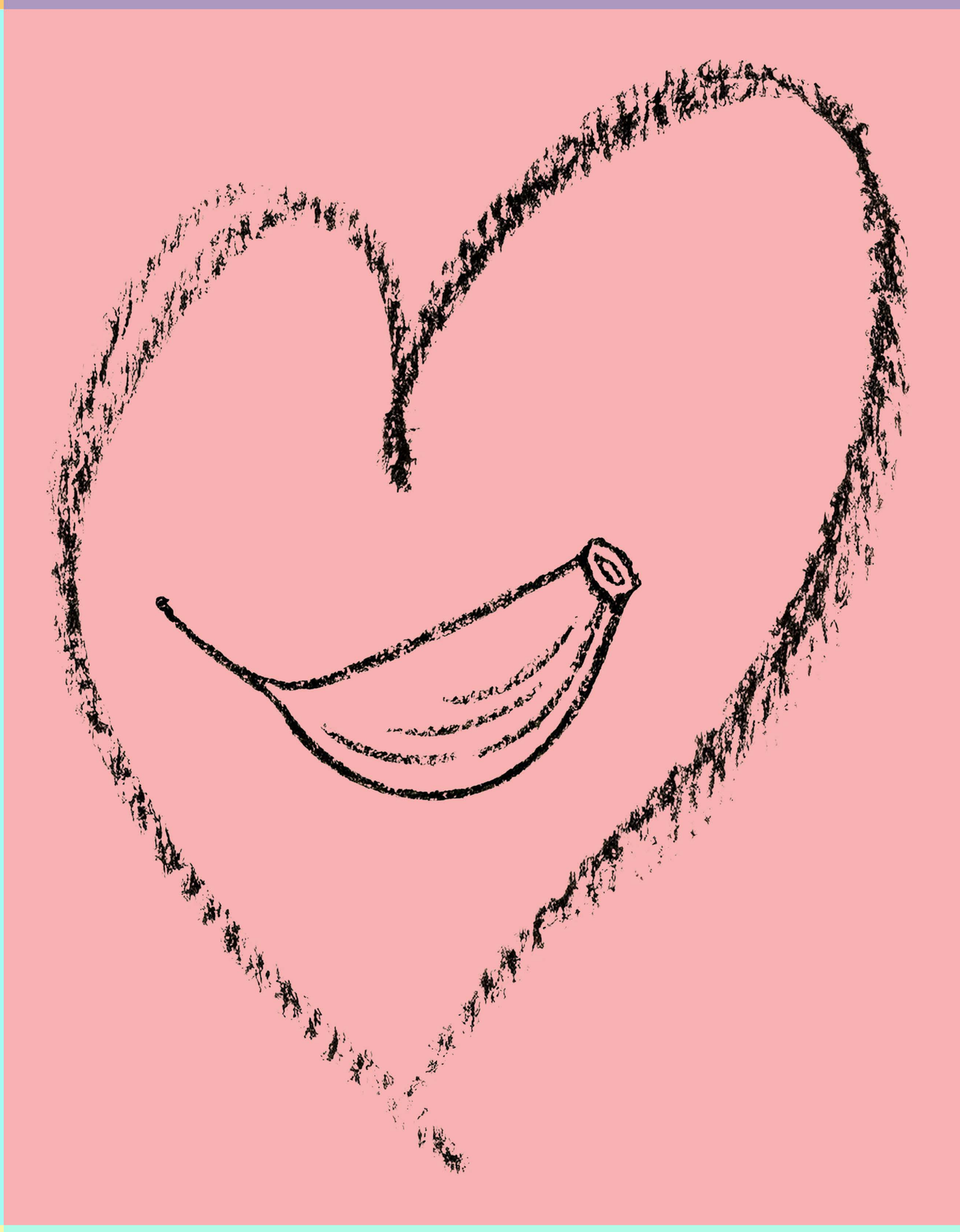
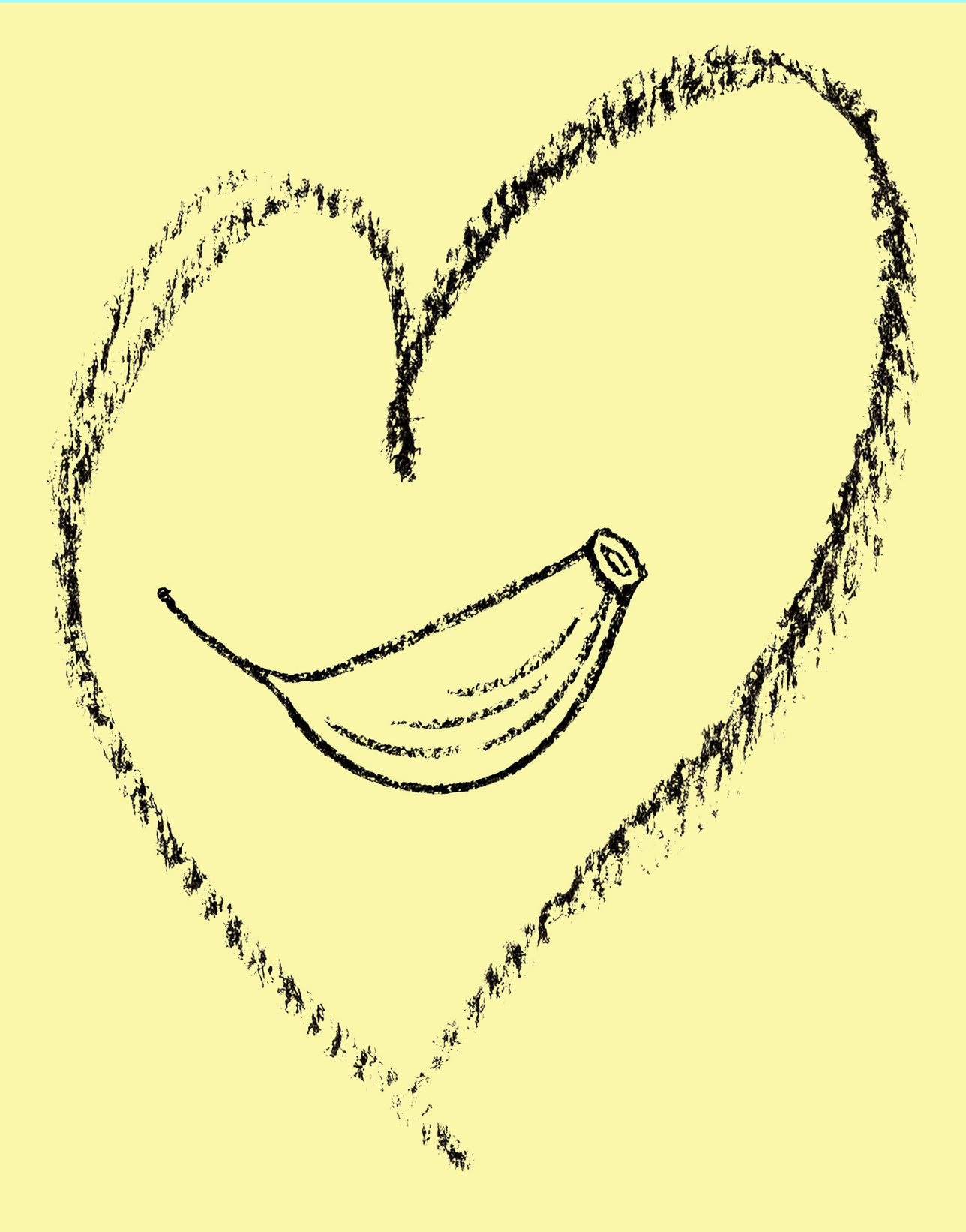
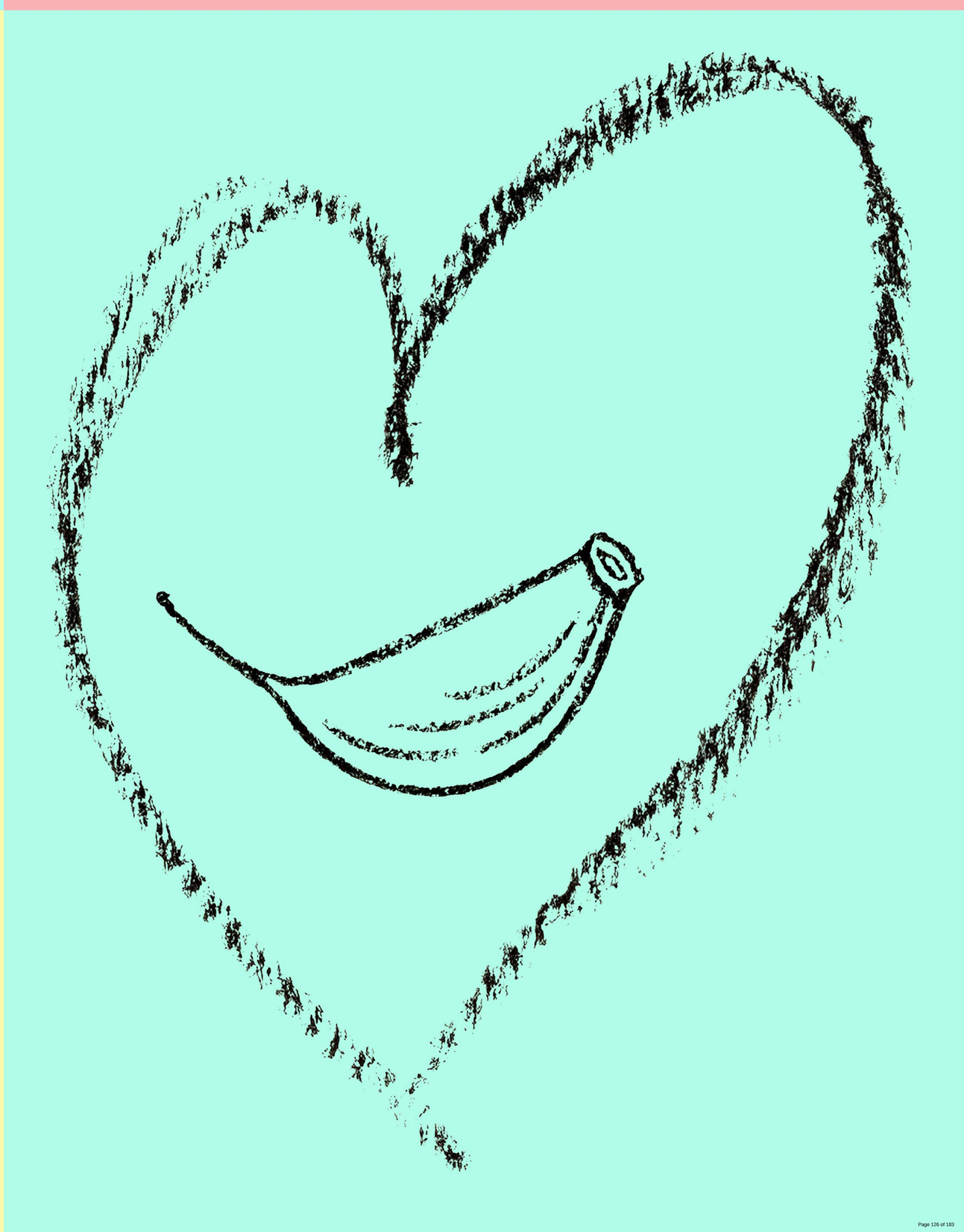
DocuSigned by:

A58D7362C1594B6...

Melanie Reynisson, Chair
Arts and Culture Commission


G




FOR THE LOVE of
TORTAS
GILROY
ORLANDO SALCEDO 2025

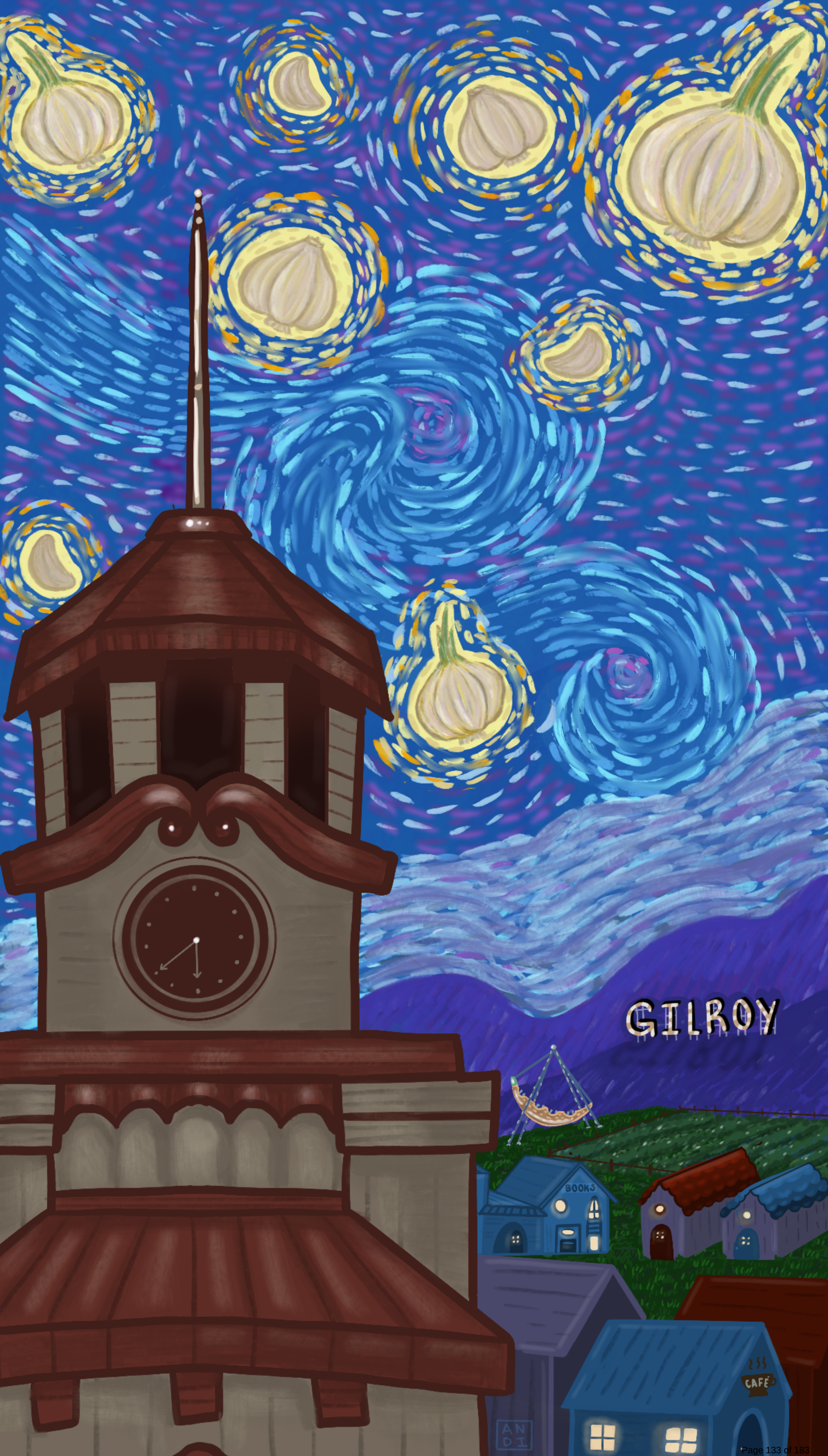





GARLIC






GILROY
BOOKS
CAFÉ
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HOPE

UNITY

Garlic City

LOVE

GILROY

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GILROY




Oilroy
LONGHOUSE
restaurant
CA
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PROMOTORA
COMUNIDAD
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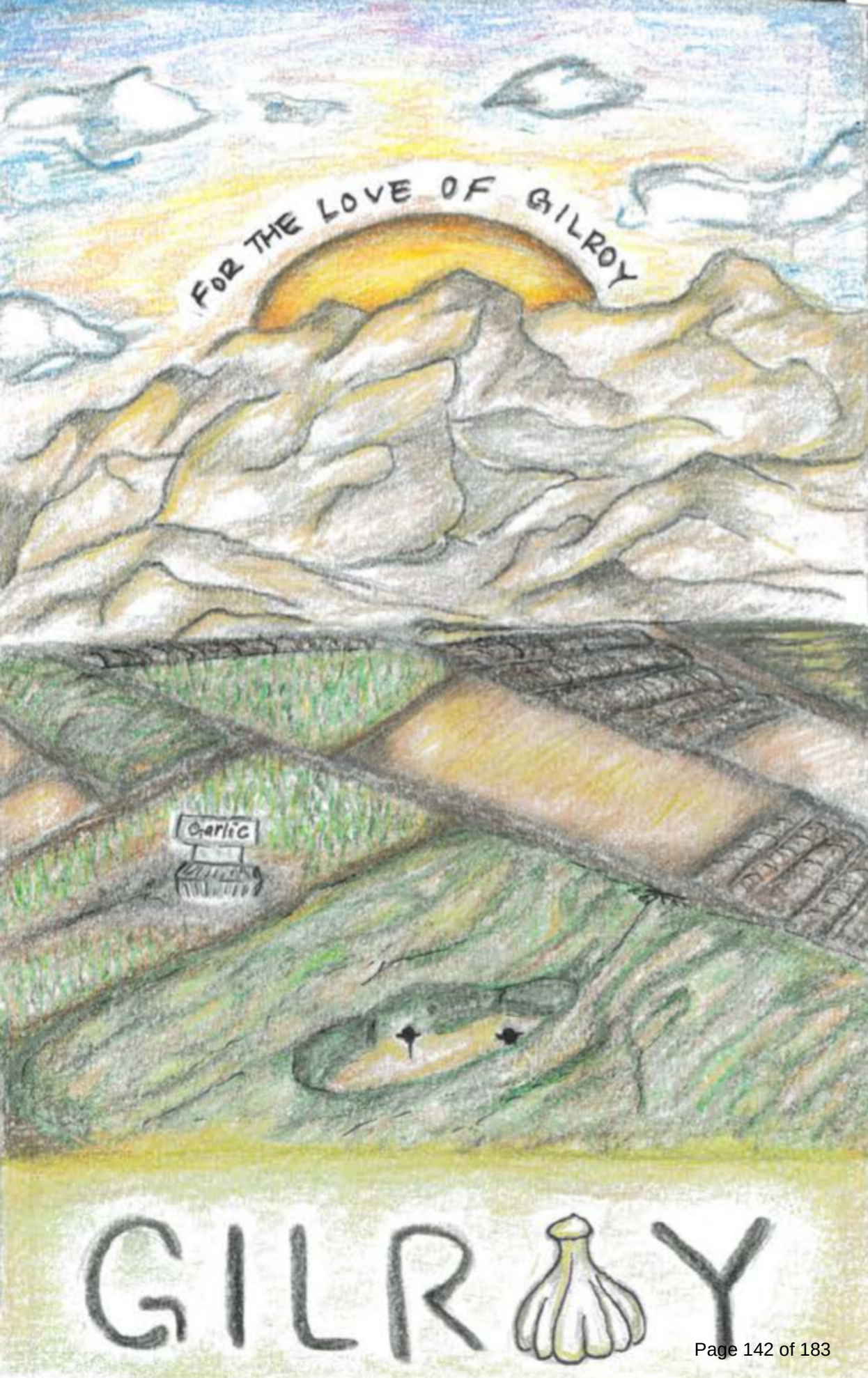
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Garlic
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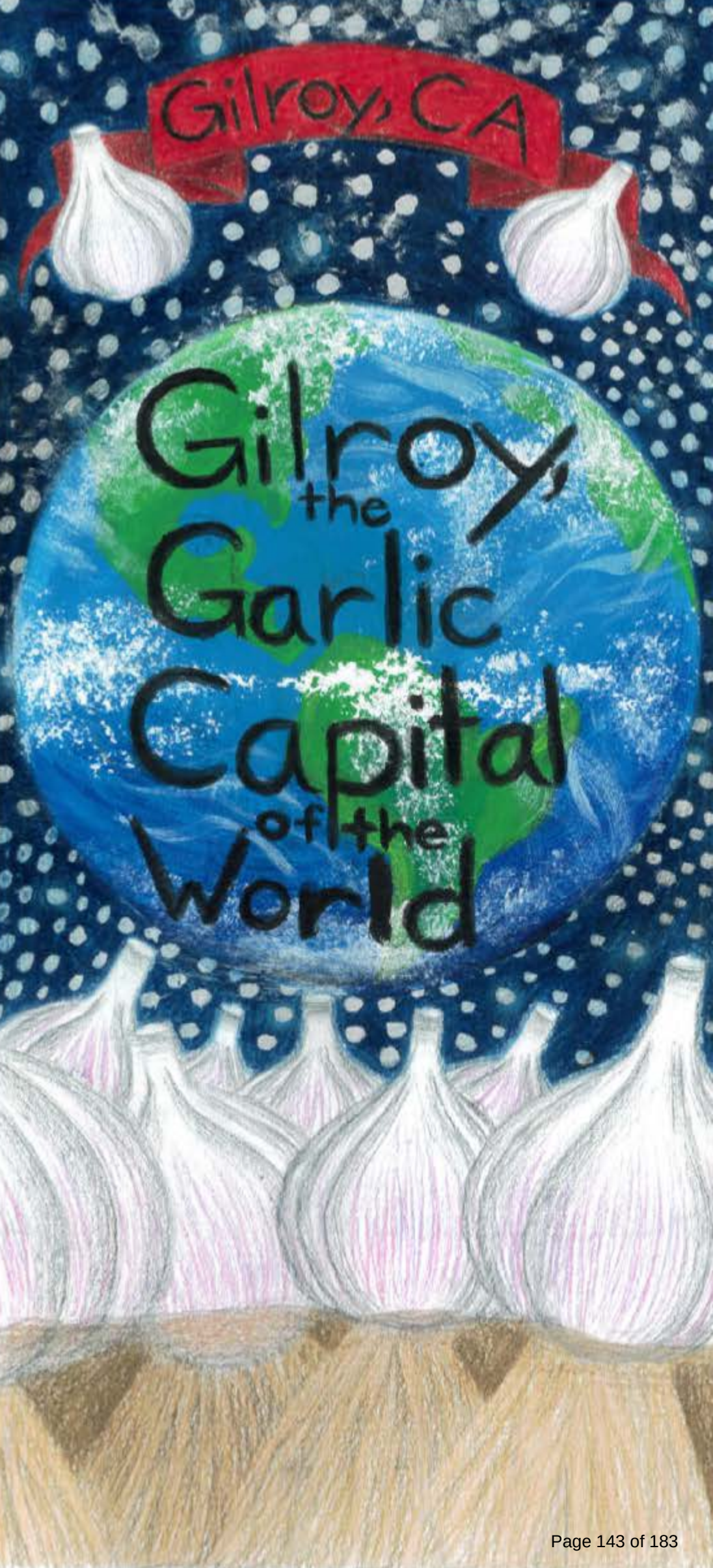
Gilroy, CA
Gilroy, the Garlic Capital of the World


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of Gilroy




VICKIE LYNN








CITY OF
gilroy
CALIFORNIA
A community with a spice for life


christmas
hill park


Josue D. Rubio '25


HEART OF GILROY FESTIVAL
'24


WELCOME TO
GILROY


Cowboy
Keep families together

City of Gilroy
STAFF REPORT

Agenda Item Title:	**Consider Adopting an Urgency Interim Ordinance Prohibiting the Issuance of Tobacco Retailer Permits for a Period Not to Exceed Forty-Five (45) Days Citywide**
Meeting Date:	January 5, 2026
From:	Brad Kilger, Interim City Administrator
Department:	Community Development
Submitted by:	Sharon Goei, Community Development Director
Prepared by:	Michael Fossati, Planning Manager

STRATEGIC PLAN GOALS: Not Applicable

RECOMMENDATION

1. Determine this action is exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines;
2. Adopt an Urgency Interim Ordinance establishing a temporary prohibition on the issuance or approval of any new Tobacco Retailer Permits citywide within the City of Gilroy pursuant to California Government Code Section 65858; and
3. Make findings, as incorporated in the ordinance, that adoption of the ordinance is necessary for the immediate preservation of public health, safety, and welfare, particularly regarding the protection of minors throughout the City.

EXECUTIVE SUMMARY

The City of Gilroy has seen a significant rise in tobacco retail establishments in recent years. Gilroy now has 52 businesses selling tobacco products, equating to approximately 1.0 retailers per 1,000 residents, which is much higher than in many neighboring cities. Staff has confirmed that three new smoke shops have opened in Gilroy since 2024, indicating a growing trend.

While the City Code does not define 'smoke shop,' the term generally refers to retail outlets selling smoking and vaping products and accessories. The rise in smoke shops is expected to negatively impact the Gilroy community by increasing access to tobacco products, raising public health risks, fostering associations with illicit sales, and contributing to the visual decline of commercial areas.

In response, the City Council approved an urgency ordinance on November 3 and an extension on December 8, 2025, temporarily prohibiting new tobacco retailer permits within the downtown area. After reviewing the data within the 10-day Report and considering public input, the City Council directed staff to draft an urgency interim ordinance to prohibit new tobacco retailer permits citywide for consideration at the next available City Council meeting.

BACKGROUND

On November 3, 2025, the City Council voted unanimously to adopt Ordinance No. 2025-08, an urgency interim ordinance of the City of Gilroy prohibiting the issuance of tobacco retailer permits for a period not to exceed forty-five (45) days within the downtown area.

On December 8, 2025, the City Council unanimously adopted Ordinance No. 2025-11, which extended the urgency interim ordinance prohibiting new tobacco retailer permits for an additional 10 months and 15 days within the downtown area. Based on information from the 10-day Report and public input, the City Council directed staff to draft an urgency interim ordinance prohibiting new tobacco retailer permits citywide for consideration at the next available City Council meeting.

ANALYSIS

The growing number of tobacco retailers, especially stand-alone smoke shops, has led to several documented public health concerns for the City of Gilroy. Per the California Tobacco Health Assessment Tool developed by the Stanford Prevention Research Center and GreenInfo Network, Gilroy has a greater density of tobacco retailers (1.0 retailers per 1,000 residents vs. 0.7 retailers in Morgan Hill and Hollister) than our neighboring jurisdictions. Additional concerns are as follows:

Enforcement Capacity and Age Restriction Compliance: Studies show that stand-alone smoke shops sell to minors illegally more often than other types of stores, like grocery, convenience, or liquor stores, even though age checks are required by law. The fast growth of new smoke shops has made it harder for the City of Gilroy to enforce these rules. With 52 retailers now, adding more shops without a strong regulatory system makes it difficult for City staff and law enforcement to monitor compliance.

Increased Youth Accessibility and Use: Gilroy has 12,435 residents ages 5-17 (21.2%

of the population) and 19,119 residents under 21 (32.6%) per the American Community Survey 2019-2023 five-year estimates. Studies show that when tobacco retailers are more available and accessible, youth tobacco use rates go up. When many retailers are located close together in certain areas, it becomes easier and more normal for young people to get tobacco products.

Marketing Practices Targeting Youth: Marketing strategies aimed at youth, such as displaying flavored products, using eye-catching packaging, flashy signs, and prominent advertisements near the checkout counter, have a strong influence on minors. Even though Senate Bill 793 (effective January 1, 2024) limits flavored tobacco products across the state, the way smoke shops market and display their products still encourages and normalizes tobacco uses.

Regulatory Framework: The City's current tobacco regulations are limited to requiring a Tobacco Retailer Permit and enforcing general business licensing requirements. The City does not define or differentiate between categories of tobacco retailers, such as stand-alone smoke shops and businesses with co-located tobacco sales. Furthermore, there are no local restrictions on flavored tobacco, vaping products, or e-cigarette sales, nor are there standards addressing cumulative retailer density or operational expectations for stand-alone smoke shops. The City also needs to develop a comprehensive strategy to guide tobacco retail regulation.

In response to the increase in smoke shops, the Gilroy Police Department, Gilroy Community Development Department Code Enforcement Division, and the California Department of Tax and Fee Administration (CDTFA) inspected several locations for compliance with City and State regulations. Violations included selling prohibited products, lacking required permits, and operating without business licenses. Authorities seized items and issued violations at each site.

Immediate action is necessary to prevent the issuance of additional tobacco retailer permits prior to adoption of comprehensive, permanent regulatory standards by the City. Without immediate restrictions, additional permit applications may be submitted, which may lead to irreversible commercial occupancy of our commercial and mixed-use areas.

Pursuant to Government Code Section 65858, the City of Gilroy is authorized to adopt an urgency interim ordinance as an immediate measure to protect public health, safety, or welfare. The evidence and initial findings presented, including demographic vulnerability, current tobacco retailer concentration within the entire city exceeding regional comparables, recent compliance violations, lack of definitions that include "smoke shop," and lack of appropriate land use controls establishes the necessity for immediate action.

An urgency ordinance requires passage by a four-fifths (4/5) vote. If at least six (6) Councilmembers vote to pass the urgency ordinance, it will take effect immediately upon adoption and will remain in effect for forty-five (45) days, expiring automatically on

February 19, 2026.

ALTERNATIVES

1. Direct staff to return with a non-urgency ordinance to prohibit the issuance of new tobacco retailers permits citywide. This alternative will delay the City's ability to restrict new permits until the time it takes to legally provide adequate public notice in the local newspaper. This will allow new tobacco retailers the ability to apply for the required permits.

2. Take no action on tobacco retailer regulation at this time.

FISCAL IMPACT/FUNDING SOURCE

Implementation and development of permanent regulations will utilize staff time and resources, which will be accommodated within existing budgeted appropriations.

PUBLIC OUTREACH

California Government Code Section 36937 states that urgency ordinances adopted by cities are exempt from advance public notice and waiting period required for standard ordinances. Urgency ordinances can be adopted immediately, with a four-fifths vote, at either a regular or special meeting, if the City Council determines that there is an urgent need to act to protect public peace, health, or safety.

NEXT STEPS

If approved, the proposed ordinance will take effect immediately and will remain in effect for 45 days. On or before February 19, 2026, staff will either present a permanent ordinance or request an extension to conduct further study on the issue. An initial extension may last up to 10 months and 15 days.

Attachments:

1. Proposed Urgency Interim Ordinance

ORDINANCE NO. 2026-XX

AN URGENCY INTERIM ORDINANCE OF THE CITY OF GILROY PROHIBITING THE ISSUANCE OF TOBACCO RETAILER PERMITS FOR A PERIOD NOT TO EXCEED FORTY-FIVE (45) DAYS CITYWIDE

WHEREAS, the City of Gilroy ("City") is a municipal corporation duly organized as a Charter City under the California Constitution and laws of the State of California; and

WHEREAS, the City Council has broad discretion pursuant the California Constitution Article XI, Section 5; and the general laws of the state, including, but not limited to, the California Planning and Zoning Law (Gov. Code section 65000 et seq.) to legislate for public purposes and for the general welfare, including, but not limited to, matters of public health and safety; and

WHEREAS, California Government Code Section 65858 sets forth procedures for the adoption of an urgency interim ordinance to prohibit the approval of applications for additional subdivisions, use permits, variances, building permits, and other applicable entitlements for uses that may be in conflict with a contemplated specific plan or zoning proposal that the legislative body, planning commission or the planning department is considering or studying or intends to study; and

WHEREAS, on November 17, 2014, the City adopted an Ordinance requiring all tobacco retailers to obtain a "Tobacco Retailer Permit" to ensure that retailers comply with tobacco control laws and City business standards (Ord. No. 2014-14; Gilroy Code Section 13.66 et seq); and

WHEREAS, on November 3, 2025, the City Council adopted Ordinance 2025-08, prohibiting the issuance of Tobacco Retailer Permits within the Gilroy Downtown Specific Plan Area for a period not to exceed 45 days, as permitted per California Government Code Section 65858; and

WHEREAS, on December 8, 2025, the City adopted Ordinance 2025-11, extending the urgency interim Ordinance prohibiting issuance of any Tobacco Retailer Permits within the Gilroy Downtown Specific Plan Area, as set forth by Chapter 13, Article VIII (Tobacco Retailer Permit) of the Gilroy Municipal Code in the City of Gilroy; and

WHEREAS, in California, individuals under the age of 21 are prohibited from purchasing or using tobacco or cannabis products. This regulation is based on evidence that smoking is the leading cause of preventable disease and mortality worldwide. Smokeless tobacco is also associated with increased risk for several cancers, including those of the mouth, esophagus, and pancreas. Additionally, marijuana smoke contains many of the same toxins, irritants, and carcinogens found in tobacco smoke; and

WHEREAS, while the majority of tobacco retailers in the City operate in conjunction with another land use activity (i.e., part of a grocery store, liquor store, gas station, convenience store), in the past year-and-a-half the City has seen an increase in the number of stand-alone “Smoke Shop” tobacco retail stores; and

WHEREAS, the prevalence of tobacco retail establishments citywide may contribute to various adverse effects because of the associated health risks. In addition, the City of Gilroy has a greater density of tobacco retailers compared to neighboring jurisdictions increasing the likelihood that both youth and adults start using tobacco products as they are more available and accessible; and

WHEREAS, the City of Gilroy’s current tobacco regulations are limited. For instance, a tobacco retailer must only obtain a State retailer license, a Tobacco Retailer Permit, and a City business license to operate within a mixed-use or commercial area that allows retail. The City does not define or differentiate between categories of tobacco retailers, such as stand-alone smoke shops and businesses with co-located tobacco sales. Furthermore, there are no local restrictions on flavored tobacco, retail vaping products, or e-cigarette sales, nor are there standards addressing cumulative retailer density or operational expectations for stand-alone smoke shops; and

WHEREAS, stand-alone smoke shops throughout the City have been a source of unlawful activities in the City, including April 2025, where the California Department of Tax and Fee Administration (CDTFA) and the City of Gilroy confiscated flavored tobacco products and hallucinogenic psilocybin that are illegal to sell from certain local tobacco retail businesses; and

WHEREAS, considering the foregoing findings, the City Council finds that there is a current and immediate threat to public health, safety, and welfare, and that approval of additional tobacco retailer permits would result in and exacerbate that threat to public health, safety and welfare; and

WHEREAS, within a reasonable time, the City Council or staff is considering studying or intending to study a contemplated general plan, specific plan, or zoning proposal to address the foregoing concerns, with which the uses currently authorized by tobacco retailer permits may be in conflict; and

WHEREAS, on January 5, 2026, in accordance with State law, the City Council provided due consideration of all evidence presented and provided in the entire administrative record and held a duly noticed public hearing and took testimony regarding this urgency interim ordinance.

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

SECTION I. Recitals.

The above recitals are true and correct and hereby adopted as the City Council's findings.

SECTION II. Purpose and Authority.

In the interest of protecting the health, safety, and welfare of the residents in the City of Gilroy, it is the purpose and intent of this urgency interim Ordinance to place a temporary moratorium on the issuance of any new permit, license, or other entitlement for any tobacco retailer business citywide. This includes any new permit, license, or other entitlement for the relocation or physical expansion of existing business falling under the definition of a tobacco retailer business as defined in Gilroy Municipal Code Section 13.66. The City Council has authority to adopt this Ordinance pursuant to California Government Code Section 65858 as an urgency measure prohibiting any use that may be in conflict with a contemplated general plan, specific plan, or zoning proposal that the City is considering or studying.

SECTION III. Findings.

The City Council hereby finds and determines that tobacco retailer businesses in general constitute an immediate threat to public health, safety, and welfare. The approval of additional entitlements for Tobacco Retailer Permits and approval of the relocation or physical expansion of existing tobacco retailer business under the City's current regulations will further threaten the public health, safety, and welfare. The adoption of this urgency interim Ordinance is therefore necessary for the immediate protection of public health, safety, and welfare. The above recitals are incorporated herein by reference as true and correct as the Council's findings.

SECTION IV. Moratorium Imposed.

This Ordinance imposes a moratorium on the issuance of any Tobacco Retailer Permit, as set forth by Chapter 13 Article VIII (Tobacco Retailer Permit) of the Gilroy Municipal Code. This moratorium shall not apply to the renewal of an existing tobacco retailer's permit previously issued by the City of Gilroy.

SECTION V. Violation.

Except as otherwise permitted under this urgency interim Ordinance, the establishment, relocation, or physical expansion of a Tobacco Retailer Business is declared to be a public nuisance. Violations of this urgency interim Ordinance may be enforced by any

applicable laws or ordinances, including, but not limited to, injunctions or administrative or criminal penalties under the Gilroy Municipal Code.

SECTION VI. Term of Ordinance.

This urgency interim Ordinance shall be in effect from the date of adoption for a period of forty-five (45) days, unless it is extended pursuant to California Government Code Section 65858 or other applicable law, as approved by the City Council.

SECTION VII. Severability.

If any section, subsection, subdivision, sentence, clause or phrase of this urgency interim Ordinance is for any reason held to be unconstitutional or otherwise void or invalid by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this urgency interim Ordinance. The City Council hereby declares that it would have passed this urgency interim Ordinance and each section, subsection, subdivision, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, or phrases may be declared unconstitutional or otherwise invalid by a court of competent jurisdiction.

SECTION VIII. CEQA Determination

This urgency interim Ordinance is exempt from environmental analysis under the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that this Ordinance has no possibility of having a significant effect on the environment, as it merely preserves the status quo in accordance with Government Code Section 65858 in the interest of evaluating and preventing potential harms related to tobacco sales.

SECTION IX. Effective Date.

This urgency interim Ordinance, passed by at least a four-fifths vote of the City Council, is declared to be an interim urgency Ordinance for preserving the public health, safety, and welfare and shall take effect and be enforced immediately upon adoption pursuant to Government Code Section 36937(b).

SECTION X. Publication.

The City Clerk shall cause this Ordinance to be published and shall be published, or summary thereof, one time within fifteen (15) days upon passage and adoption in a newspaper of general circulation, such as the Gilroy Dispatch.

PASSED AND ADOPTED by the City Council of the City of Gilroy this 5th day of January 2026, by the following vote:

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

APPROVED:

_____
Greg Bozzo, Mayor

ATTEST:

_____
Kim Mancera, City Clerk

City of Gilroy
STAFF REPORT

Agenda Item Title:	**Appointment of Matt Morley as City Administrator Effective February 9, 2026, and Approval of Employment Agreement**
Meeting Date:	January 5, 2026
From:	Mayor Greg Bozzo
Department:	Administration
Submitted by:	Greg Bozzo, Mayor Dion Bracco, Council Member Terence Fugazzi, Council Member
Prepared by:	Greg Bozzo, Mayor

STRATEGIC PLAN GOALS: Not Applicable

RECOMMENDATION

1. Appoint Matt Morley as City Administrator Effective February 9, 2026
2. Approve City Administrator Employment Agreement for Matt Morley and Authorize the Mayor to Execute the Agreement

EXECUTIVE SUMMARY

The City Administrator position became vacant at the end of July 2025. An Interim City Administrator has been serving in this position while a nationwide recruitment was completed with the assistance of an executive search firm. Following a thorough vetting process, the City Council has identified Matt Morley as Gilroy's next City Administrator. Mr. Morley, a long-time and current resident of Gilroy and seasoned local government leader, is ready to assume the position on February 9, 2026.

BACKGROUND

Following a thorough recruitment process for Gilroy's next City Administrator, the City Council is pleased to recommend the appointment of Matt Morley as Gilroy's next City

Administrator. Matt has over 29 years of local government work experience, including experience as a City Manager. Matt has served as the City Manager of Saratoga, Assistant City Manager and Public Works Director of Cupertino, Parks & Public Works Director of Los Gatos, and began his local government career with the City of San Jose. He holds a Bachelor's degree in Political Science & German and a Master's degree in Business Administration.

Matt is a high-energy, results-oriented leader with strong depth in local government operations. He has a demonstrated ability to deliver programs with a focus on customer service. Further, his style is to create an optimized work environment that is aligned with the Council's policies and goals. He focuses on stakeholder engagement and has worked to create an environment that fosters and supports economic development. Public safety services are also a high priority for Matt as is ensuring fiscal sustainability. Matt is someone who will pursue innovative ideas and take calculated, well-thought-out risks when appropriate. Lastly, recruiting and retaining high-quality employees and providing for their professional development is also an area of importance for him.

The recruitment and vetting process included the following steps:

- Identification of a Council subcommittee to work on the City Administrator recruitment process (Bozzo, Bracco, Fugazzi)
- Requested proposals from several public sector executive search firm; analysis of the six proposals received; selection of Ralph Andersen & Associates to conduct the search
- Review of the City Administrator job description
- Council Member meetings with the search firm to develop the ideal candidate profile for the recruitment brochure
- Review and finalization of job brochure
- Advertising and outreach to candidates
- Search firm interviews of the best qualified candidates from a pool of 26 applicants
- Recommendation from search firm regarding candidates Council should interview
- Council subcommittee review of search firm recommendations
- Full City Council interviews of finalists recommended for consideration
- City Council identification of top candidate
- Employment background check completed by search firm
- Employment agreement negotiation — Mayor and subcommittee
- Finalize employment agreement
- Prepare approval for January 5 Council agenda

The Council subcommittee (Bozzo, Bracco, Fugazzi) completed the employment agreement negotiations with the candidate with support from the search firm. The Mayor took the lead in this process and had several meetings with the candidate and the

subcommittee before reaching the final agreement on the agenda for approval. The key terms of the employment agreement include:

- Base Salary — $339,000 annually
- City-paid 457 deferred compensation plan contribution ($12,250 for 2026; 75% of the allowable maximum in 2027; 100% of the allowable maximum in 2028)
- Medical and dental benefits contribution same as received by department heads
- $500 per month vehicle allowance for use of personal vehicle for work
- Vacation (three weeks per year to start and increases to four weeks 1/1/2028)
- Personal leave 44 hours per year (prorated at hire and separation)
- Administrative leave 80 hours per fiscal year (prorated at hire and separation)
- Severance pay and benefits — initial severance period of six months; increases to nine months 12/1/2026; increases to 12 months 12/1/2027
- Ability to earn a non-PERSable one-time performance bonus annually based on specific goals and objectives agreed upon on or about the 60th day of employment; goals and objectives to be renewed annually

Therefore, it is with great pride and confidence that the City Council recommends Matthew Morley be appointed as Gilroy’s next City Administrator. In addition, the Council subcommittee recommends his employment agreement be approved by the City Council. The plan is for Matt to begin work with the City of Gilroy on February 9, 2026. Matt is very excited about this opportunity to serve the Gilroy community, the place he calls home, and the professional challenges this position will bring. Being raised in Gilroy, having attended Gilroy schools, later raising his own family in Gilroy, and residing in Gilroy for several decades makes serving the Gilroy community and leading the Gilroy organization very special. He views the Gilroy City Administrator job as a "dream job" and an "opportunity of a lifetime." This is an exciting and challenging time for the City of Gilroy and a strong leader is needed to move Gilroy forward to be an even greater organization poised to serve the community into the future. With Matt's experience, leadership, and drive, Gilroy will be better positioned to achieve great things.

ANALYSIS

n/a

ALTERNATIVES

The alternative would be to not move forward with an appointment to this position. This is not a recommended alternative.

FISCAL IMPACT/FUNDING SOURCE

The salary and benefits package for the new City Administrator is similar to the package provided to the prior City Administrator. Therefore, a budget amendment is not needed for this approval. Also, there are FY 26 budget savings from the Interim City Administrator not receiving benefits. The base annual salary is $339,000. Benefits, to include CalPERS retirement costs, are estimated at approximately $120,000. Therefore, total compensation costs are approximately $459,000. The costs will be pro-rated over the remaining months of FY 26 with the full annual cost incurred in FY 27.

PUBLIC OUTREACH

In the early stages of the selection process, Council Members communicated with residents in various ways to obtain feedback on the needs, experiences, and qualities Gilroy should be looking for when hiring its next City Administrator. In addition, the Mayor focused on this topic at his October 4, 2025 Coffee with the Mayor to provide a further opportunity for members of the community to provide input on the ideal candidate for the City Administrator position.

NEXT STEPS

Upon Council appointment and approval of the employment agreement, the final agreement will be fully executed. In addition, the organization will prepare for Matt's official arrival on February 9, 2026.

Attachments:

1. Employment_Agreement_MORLEY_Final_for_Signature_12.31.25 signed by MM and AF for agenda packet

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EMPLOYMENT AGREEMENT BETWEEN

THE CITY OF GILROY

AND

MATTHEW MORLEY

This Employment Agreement ("Agreement") is made and entered into this 5th day of January 2026, by and between the CITY OF GILROY, California, a municipal corporation, (hereinafter called "Employer") and MATTHEW MORLEY, (hereinafter called "Manager"). Under this Agreement the City offers and Manager accepts, employment as the City Administrator, both of whom agree as follows:

Section 1: Term

This Agreement shall remain in full force and effect from February 9, 2026 until terminated as provided in Sections 9, 10 or 11 of this Agreement.

Section 2: Duties and Authority

Employer employs Matthew Morley as City Administrator to perform the functions and duties specified in the City of Gilroy Charter and to perform other legally permissible and proper duties and functions. The parties to this Agreement acknowledge that Section 407 of the Gilroy City Charter applies to the duties of the Manager.

Section 3: Compensation

A. Base Salary: Employer agrees to pay Manager an annual base salary of Three Hundred Thirty Nine Thousand Dollars ($339,000) payable in monthly installments ($28,250.00) on the first business day of the month for the prior month of service.

B. Future Salary Increases: Manager's annual base salary will be no less than ten percent (10%) above the highest paid (base salary) executive-level/department head position in the City. If the highest paid executive-level/department head Manager receives a cost-of-living percentage increase approved by the City Council, the same cost-of-living percentage increase will be provided to the Manager.

1. Notwithstanding the above, Manager shall receive the same three percent (3%) base salary increase already approved by the City Council for department head Managers effective July 1, 2026.

2. Notwithstanding the above, Manager shall receive the same three percent (3%) base salary increase already approved by the City Council for department head Managers effective July 1, 2027.

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3. In addition to the above, the Employer may award a one-time bonus payment to Manager for attainment of specific goals and objectives agreed upon in advance by Employer and Manager. It is the intent of the Employer (City Council) to set goals and objectives on or about the 60th day of employment. Goals and objectives shall be reviewed and renewed annually thereafter. Any award of a one-time bonus shall be approved by Employer (City Council) at a public City Council meeting. At this time, any one-time bonus earned by and paid to Manager is not reportable compensation for purposes of CalPERS retirement.

4. Manager's Base Salary increases approved by the City Council from time to time pursuant to this Agreement shall not require an amendment to this Agreement to be effective. Such may be set forth in an annual salary resolution or minute action approved by the City Council and ratified by resolution.

C. Employer shall contribute the following amounts to the Manager's 457 Deferred Compensation Plan (Manager must select from an already established city plan). Employer's 457 plan contribution shall be made in lump sum installments with Manager's payroll as follows:

1. 50% of the IRS allowable amount (50% of $24,500.00 or $12,250 for calendar/tax year 2026) made in one lump sum City paid contribution with the March 2, 2026 payroll date.

2. 75% of the IRS allowable amount for calendar/tax year 2027 made in one lump sum City paid contribution with the January 4, 2027 payroll date.

3. 100% of the IRS allowable amount for calendar/tax year 2028 made in one lump sum City paid contribution with the January 3, 2028 payroll date.

D. Other than the above, there is no guarantee or promise of any increase in salary or deferred compensation benefit.

Section 4: Benefits, Vacation and Leaves of Absence

A. Except as specifically provided herein, Employer agrees to provide Manager the same level of health insurance, disability and life insurance, retirement, sick leave (accrue 8 hours per month/12 days per year) and other benefits provided to department head Managers of the City of Gilroy.

B. Employer agrees to pay Manager a $500.00 per month vehicle allowance. Such allowance will be paid with monthly payroll. In exchange, Manager shall utilize his personal vehicle for City business without any separate mileage reimbursement, reimbursement for other vehicle expenses, or daily use of a City-owned vehicle.

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C. Effective February 9, 2026, Manager shall accrue vacation at the rate of 15 days/120 hours per working year (accrued at rate of 10.0 hours per month). Effective January 1, 2028, Manager shall accrue vacation at the rate of 20 days/160 hours per working year (accrued at rate of 13.33 hours per month). Manager may not cash out vacation leave hours. Manager may accrue up to two times his annual accrual of vacation (vacation cap).

D. Manager shall have a bank of 44 hours paid personal leave benefits, which shall be replenished on the first day of each fiscal year. Personal leave shall be pro-rated in year one (FY 26) in the amount of 22 personal leave hours. Personal leave hours must be used each fiscal year; however, FY 26 hours not used may be carried over to FY 27. Manager may not cash out personal leave hours.

E. Manager shall have a bank of 80 hours of paid administrative leave benefits, which shall be replenished on the first day of year fiscal year. Administrative leave hours shall be pro-rated in year one (FY 26) in the amount of 40 administrative leave hours. Administrative leave hours must be used each fiscal year; however, FY 26 hours not used may be carried over to FY 27. Manager may not cash out administrative leave hours.

F. Manager may not use accrued leave to extend their employment prior to resignation or retirement.

G. Upon termination of Manager's employment for whatever reason, Manager or his estate, shall be compensated for all accrued, but unused vacation time, administrative leave (pro-rated in year of separation), personal leave (pro-rated in year of separation), and other benefits, to the fullest extent provided by state law and City of Gilroy policy where not inconsistent with this Agreement. Upon termination, unused sick leave (if any) is not compensated but is reported to California Public Managers Retirement System (“CalPERS”) for service credit if Manager retires from the City of Gilroy consistent with CalPERS regulations.

Section 5: General Business Expenses

A. Employer agrees to budget for and to pay for professional dues and subscriptions of the Manager necessary for continuation and full participation in the League of California Cities and ICMA. Subject to budgeting approved by the City Council, Employer will also pay for professional dues and subscriptions of the Manager necessary for his membership and participation in other similar national, regional, state, and local associations, and organizations necessary and desirable for the Manager's continued professional participation, growth, and advancement, and for the good of the Employer.

B. Employer agrees to budget for and to pay for travel and subsistence expenses of Manager for professional and official travel, meetings, and occasions to adequately continue the professional development of Manager and to pursue necessary official functions for Employer, through the League of California Cities, and the ICMA, and committees of the League of California Cities and ICMA in which Manager serves as a member. Subject to budgeting

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approved by the City Council, Employer will also pay for travel and subsistence expenses of Manager for professional and official travel, meetings and occasions of other similar national, regional, state, and local governmental groups and committees in which Manager serves as a member.

C. Subject to budgeting approved by the City Council, Employer also agrees to budget for and to pay for travel and subsistence expenses of Manager for short courses, institutes, and seminars that are necessary for the Manager's professional development and for the good of the Employer. At least annually, the Manager will provide Employer with a written report of such professional development activities.

D. Employer recognizes that certain expenses of a non-personal but job-related nature are incurred by Manager and agrees to reimburse or to pay said general expenses. Subject to appropriation, the finance director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements, or personal affidavits.

E. Employer shall provide Manager with a cell phone to utilize for City business use as well as a laptop with compatible software to allow Manager to work remotely from home or other travel location for the purpose of conducting City business.

Section 6: Performance Evaluation

Employer shall provide a written performance appraisal to Manager not less than annually. The appraisal process shall be in accordance with specific job criteria to be developed jointly by Employer and Manager. Job criteria may be added, modified, or deleted by the Employer, in consultation with Manager; however, final determination of such criteria shall be at the sole discretion of Employer. At a minimum the appraisal process shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to the Manager within 30 days after the evaluation meeting. Receipt of a performance appraisal does not guarantee an increase in compensation.

If either the Manager or the Mayor decides a facilitator is needed to facilitate the Managers closed session evaluation to ensure effective feedback is conveyed, either the Manager or the Mayor may request a facilitator be selected, and the Manager and the Mayor will meet to select a mutually acceptable facilitator, who will be paid for by the Employer.

Section 7: Hours of Work

It is recognized that the Manager must devote a great deal of time outside the normal hours of business for the City, and to that end Manager shall be allowed to establish an appropriate work schedule.

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Section 8: Outside Activities

The employment provided for by this Agreement shall be the Manager's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to Employer and the community, subject to prior approval by the City Council, Manager may elect to accept limited teaching, consulting or other business opportunities which do not interfere with nor create a conflict of interest (or the appearance of a conflict of interest) with the performance of his duties or obligations under this Agreement, or place the City, the City Council or the Manager in an unfavorable light.

Section 9: Involuntary Termination

For the purpose of this agreement, involuntary termination of employment shall occur:

A. Upon the death or continued inability of Manager to perform the essential functions and duties of the job for a period greater than twelve-work weeks in any twelve-month period, whether such inability results from Manager's physical or mental disability, or a serious health condition, unless a longer disability period is agreed to by the City Council.

B. In accordance with City Charter Section 701 and following adoption of a resolution by an affirmative vote of at least four members of the City Council. If the City Council is not able to provide Manager with thirty (30) days' notice, the Employer shall continue to compensate the Manager as described by this agreement for a period of thirty (30) days.

C. If the Manager resigns following an offer made by a majority of the City Council to accept resignation.

D. Termination shall not occur within 90 days before or after a City Council election.

Section 10: Severance

A. If after the commencement of the Term of this Agreement set forth in Section 1 above, employment under this Agreement is involuntarily terminated as defined in Section 9 above, for reasons other than defined below, provided that Manager signs a release of claims for the benefit of Employer, and its officers, agents and representatives, Employer shall pay to Manager (in addition to any other amounts that may be due to Manager for salary earned as of the date of termination, or accrued but unused vacation or leaves), as consideration for such release, a lump sum cash payment as severance in an amount equal to six months base salary in effect at the time of termination. In addition, and provided that Manager is eligible to and elects to continue his health (medical and dental) insurance benefits, Employer will pay on Manager's behalf the premiums for such benefits for the same six-month period. At Manager's option, payment of such funds may be made (i) by lump sum payment at the next available payroll date after Manager signs the release of claims; (ii) by lump sum payment upon the later of the next available payroll date after Manager signs the release of claims or the first (1st) business day of January (payroll date) thereafter; or (iii) in six (6) equal monthly installments

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starting the first business day of the month (payroll date) after Manager signs the release of claims. Employer shall make all required employment and tax withholdings and deductions prior to making any payments to Manager pursuant to the provisions of this Section 10A.

1. Effective December 1, 2026, the severance period to be paid noted in Section 10.A shall increase to nine months.

2. Effective December 1, 2027, the severance period to be paid noted in Section 10.A shall increase to twelve months.

B. Concurrently with Manager's execution of the release identified in Section 10.A above, and so long as Manager represents and warrants, in writing, to Employer that Manager is unaware of any facts which support Manager's involuntarily termination for reasons that may or in fact constitute or lead to a finding of "Cause" as defined below, and there are no facts known to Employer which may or in fact constitute or lead to a finding of "Cause" as defined below, Employer shall execute a release of claims for the benefit of Manager and his heirs, estate, administrators and executors, consistent in scope to the release of claims signed by Manager.

C. If Manager is involuntarily terminated as defined in Section 9 for reasons constituting "Cause", then Employer is not obligated to pay severance under this section. "Cause" constitutes the conviction (including entry of guilty plea or plea of nolo contendere) of any misdemeanor or felony criminal act committed in the course of employment, a crime of moral turpitude, or a conviction of any crime involving an "abuse of office or position" as that term is defined in Government Code Section 53243.4 (or as subsequently amended), or crime which resulted in personal gain to the Manager; gross neglect or willful failure to perform the duties of the City Administrator, which neglect or failure persists for thirty (30) days after the date of receipt of written notice from Employer to Manager.

D. Manager agrees that the payment of severance payments by the City under this section shall constitute his sole remedy for any claim based upon the termination of his employment with City.

Section 11: Resignation

In the event that Manager voluntarily resigns his position with Employer, he shall provide a minimum of 30 days' notice unless the parties agree otherwise. In the event of resignation, Employer shall owe Manager nothing other than amounts that may be due to Manager for salary earned as of the date of separation and accrued but unused vacation or leaves. Upon notice of resignation, Employer shall have the option of relieving Manager of his duties and responsibilities prior to the effective date of resignation, provided that Employer continues to pay all amounts due to Manager for salary and benefits through and including the date of resignation.

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Section 12: Indemnification

A. To the fullest extent permitted by law, Employer shall defend, save harmless and indemnify Manager against any and all claims, losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by Manager in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his duties. Said duty to defend, indemnify and save harmless shall include, without limitation, any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, that is asserted by a third-party other than the Employer and arises out of an alleged act or omission occurring in the performance of Manager's duties or resulting from his exercise of judgment or discretion in connection with the performance of his duties or responsibilities unless the act or omission involved Manager's criminal act, intentional misconduct, or willful or wanton misconduct. The Manager shall promptly give written notice of any claim, threatened claim or litigation. Provided that prompt written notice is given, Manager may request, and the Employer shall not unreasonably refuse to provide independent legal representation with legal counsel selected by Employer at Employer's expense and subject to Manager's approval of the choice of legal counsel, which approval shall not be unreasonably withheld. Legal representation, provided by Employer for Manager, shall extend until a final determination of the legal action including all appeals brought by either party, and will be provided under a reservation of rights to not pay any judgment, compromise or settlement if it is established by a judicial decision or jury verdict after completion of all appeals that the claim arose out of an act that fell outside the scope of Manager's duties and employment or was the result of a criminal act, or willful or wanton misconduct of the Manager.

B. The duty of defense shall include reimbursement of any out-of-pocket expenses incurred by Manager in connection with his service as a witness, party, or other participant in litigation, whether such service occurs during or after the termination of Employment.

C. Any duty of Employer to defend or indemnify Manager is contingent upon Manager's full, open, and honest cooperation with defense counsel for Employer and Manager. Said duties of defense, indemnity and cooperation shall survive the termination of employment under this Agreement.

D. Employer may elect, at its expense, to obtain policies of insurance that provide coverage for liabilities that are the subject to the foregoing indemnification and defense provisions. The contractual indemnity and defense provisions set forth above are in addition to any defense or indemnity that may be provided to Manager under any contract of insurance, and are not intended to in any way limit , waive or relinquish any right to defense or coverage from a third-party insurer.

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Section 13: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Manager under any law or ordinance.

Section 14: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(1) EMPLOYER: City of Gilroy, Attention: Mayor, 7351 Rosanna Street, Gilroy, CA 95020

(2) MANAGER: Matthew Morley, 1435 Blackwing Way, Gilroy, CA, 95020

Alternatively, notice required pursuant to this Agreement may be personally given by hand-delivery to the designated person. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 15: General Provisions

A. Integration. This Agreement sets forth and establishes the entire understanding and agreement between the Employer and the Manager relating to the employment of the Manager by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.

B. Binding Effect. This Agreement shall be binding on the Employer and the Manager as well as their heirs, assigns, executors, personal representatives, and successors in interest.

C. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision. The City personnel ordinances, resolutions, rules and policies shall apply to Manager in the same manner as applied to other management employees, provided, however, in the event of a conflict between the provisions of this Agreement and the City Charter, or this Agreement and the Municipal Code, the City Charter or the Municipal Code shall prevail over this Agreement.

D. This agreement was the subject of negotiation between the parties. Accordingly, any presumption that any provision of this agreement should be construed for or against one side or the other is expressly disclaimed.

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E. This Agreement is entered into under the laws of the State of California, and venue for any action concerning this Agreement shall be limited to the Superior Court of the County of Santa Clara. Employer and Manager have both read and understand and agree to the provisions of California Government Code Sections 53243 through 53243.4 (or as subsequently amended), which are required by law to be included in this Agreement. Said provisions are incorporated into this Agreement by reference as though set out in full herein.

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

MANAGER:

MATTHEW MORLEY

By: Signed by: Matthew Morley 7B33EEA29AB745D... 12/31/2025

EMPLOYER:

GREG BOZZO, MAYOR

By: _____

APPROVED AS TO FORM:

Signed by: Andy Faber 1979C9EB5B68470... 12/31/2025

City Attorney

ATTEST:

_____

City Clerk

City of Gilroy
STAFF REPORT

Agenda Item Title:	**City Council Appointment of Harjot Sangha as Interim City Administrator for the Period of January 5, 2026 through February 8, 2026**
Meeting Date:	January 5, 2026
From:	Mayor Greg Bozzo
Department:	Administration
Submitted by:	Greg Bozzo, Mayor
Prepared by:	Greg Bozzo, Mayor

STRATEGIC PLAN GOALS: Not Applicable

RECOMMENDATION

Appoint Harjot Sangha as Interim City Administrator for the period of January 5, 2026 - February 8, 2026

EXECUTIVE SUMMARY

Due to the unexpected resignation of Interim City Administrator Brad Kilger, the Council must appoint another Interim City Administrator to serve in this role until the new City Administrator begins employment. This interim appointment will ensure that City business will continue to move forward and certain approvals requuired at the City Administrator level can be completed.

BACKGROUND

Effective at 11:59 p.m. on Sunday, January 4, 2026, Interim City Administrator Brad Kilger has submitted his resignation from employment. As a result of this unexpected resignation and until such time that the new City Administrator begins employment, a new Interim City Administrator is needed.

Finance Director Harjot Sangha has been identified to serve in this role and is willing to do so. If approved by Council, Harjot will serve through February 8, 2026 given that the new City Administrator will begin employment on February 9, 2026.

ANALYSIS

This interim appointment is consistent with the Gilroy City Charter. Article VII of the Gilroy City Charter identifies the roles and responsibilities of the City Administrator and this section of the charter is included below:

ARTICLE VII. THE CITY ADMINISTRATOR

Section 700. City Administrator.
There shall be a City Administrator who shall be the chief executive officer and head of the administrative branch of the City government. He shall be chosen on the basis of his executive and administrative qualifications with special reference to his actual experience in, or his knowledge of, accepted practices with respect to the duties of his office as hereinafter set forth. He shall have at least one (1) year's experience as the administrative head of a city, or three (3) years' experience as assistant administrative head of a city of comparable or larger size, or equivalent training and experience in municipal administration.

No member of the Council shall be eligible for appointment to the office of City Administrator during the term for which he shall have been elected or appointed nor within one (1) year thereafter.

Section 701. Appointment and Removal.
The Council shall appoint the City Administrator for an indefinite term and may remove him by a resolution adopted by at least four (4) affirmative votes. At least thirty (30) days before removing him, the Council by at least four (4) affirmative votes shall adopt a resolution of intention to consider the discharge of the City Administrator, which resolution shall set forth the reasons for considering his removal. The City Administrator may reply in writing within one (1) week thereafter, and at his request, he shall be granted an opportunity to speak in his own behalf at the next regular meeting of the Council. At least thirty (30) days after the adoption of the resolution of intention, and after a public hearing, if one be requested, and after a full consideration of the matter, the Council may adopt a resolution of removal. The resolution stating the reasons for considering the removal of the City Administrator may provide for the suspension of the City Administrator from duty but, in any case, shall cause him to be paid forthwith any unpaid balance of his salary and his full salary for the next calendar month following the date of the adoption of the resolution.

Before voluntarily resigning the position, unless waived by the Council, it shall be the duty of the City Administrator to give the Council at least thirty (30) days' notice in

writing of his intention to resign, stating the reasons therefor.

Section 702. Compensation.
The City Administrator shall be paid a salary commensurate with his responsibilities as chief executive officer of the City which salary shall be established by the Council.

Section 703. Powers and Duties.
The City Administrator shall be responsible to the Council for the proper administration of all affairs of the City. Without limiting the foregoing general grant of powers, responsibilities and duties, the City Administrator shall have power and be required to:
(a) Take a continuing interest in the effectiveness and economy of all administrative arrangements throughout the City;
(b) Insure that administrative activities with which two (2) or more departments are concerned are effectively coordinated;
(c) Appoint, suspend, discipline and/or remove, subject to the provisions of this Charter, all officers and employees of the City except that department heads shall be appointed and removed with the consent of the Council. This sub-section shall not apply to those department heads and officers whose appointment is vested by this Charter in the Council. The City Administrator may authorize the head of any department or office to appoint or remove subordinates in such office;
(d) Prepare the budget annually, submit it to the Council, and be responsible for its administration after its adoption;
(e) Prepare and submit to the Council as of the end of the fiscal year a comprehensive report on the finances and administrative activities of the City for the preceding year;
(f) Make and execute, on behalf of the City, contracts involving Council-appropriated expenditures, and bids or proposals approved by the Council;
(g) Establish a purchasing system to meet the needs of all City offices, departments and agencies;
(h) Keep the Council advised of the financial condition and future needs of the City and make such recommendations on any matter as may to him seem desirable;
(i) See that the laws of the State pertaining to the City, the provisions of this Charter and the ordinances of the City are enforced;
(j) Submit periodic reports to the Council covering significant activities of City agencies, offices and departments under his supervision and significant changes in administrative rules and procedures promulgated by the City Administrator;
(k) Submit special reports in writing to the Council in answer to any requests for information when requested of him by the Council; and
(l) Perform such other duties consistent with this Charter as may be required of him by the Council. (Charter Amendment November 4, 1997)

Section 704. Participation in Official Proceedings.
The City Administrator shall be accorded a seat at the Council table and at all meeting of boards and commissions and shall be entitled to participate in their deliberations but shall not have a vote. He shall attend all regular and special meetings of the Council unless physically unable to do so or unless he has received prior approval for such

absence from the Council.

In addition, there are various policies and procedures which require decisions, approvals, and/or actions by the City Administrator. The purchasing policy is an example as are processes contained within the Human Resources Rules and Regulations and/or Memoranda of Understanding (labor contracts). This interim appointment will allow routine city business to continue during this interim period. Where possible and not time sensitive, certain work items may be deferred until the new City Administration begins work.

Harjot will also ensure that the Finance Director responsibilities are completed during this interim period. This interim appointment does not vacate the Finance Director position. Harjot will return to the Finance Director position following the completion of the interim appointment.

By taking the action of approving this appointment, the Council is appointing Harjot Sangha as Interim City Administrator for the period of January 5, 2026 — February 8, 2026 and confirming all powers of the City Administrator to him for the duration of the appointment. The Council further finds that this appointment is consistent with the Charter and that Harjot is qualified for the position under the Charter.

ALTERNATIVES

The alternative would be to not complete this appointment or appoint someone else to serve in this role. This alternative is not recommended.

FISCAL IMPACT/FUNDING SOURCE

At this time, there is no fiscal impact associated with this interim appointment.

PUBLIC OUTREACH

n/a

NEXT STEPS

Following Council approval of this interim appointment, Harjot Sangha will assume the necessary duties and responsibilities of the City Administrator on an interim basis through February 8, 2026.

Attachments:

None