



CITY COUNCIL REGULAR MEETING AGENDA

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

MAYOR
Greg Bozzo

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

MONDAY, FEBRUARY 23, 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:

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

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

The agenda for this regular meeting is outlined as follows:

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

1.5. Invocation

1.6. Orders of the Day

1.7. Employee Introductions

2. CEREMONIAL ITEMS - Proclamations and Awards

2.1. Public Works Engineers Week Proclamation

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 – 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 – Gilroy Sister Cities, 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 – ABAG, CalTrain Policy Group (alternate), 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), Cities Association of Santa Clara County, Gilroy Youth Task Force (alternate), Santa Clara Valley Habitat Agency Governing Board, Santa Clara Valley Habitat Agency Implementation Board, 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), Cities Association of Santa Clara County (alternate)

5. **CONSENT CALENDAR**

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

- 5.1. **Approve the minutes of the February 7, 2026 Coffee with the Mayor, the February 9, 2026 City Council Special Meeting, and the February 9, 2026 City Council Regular Meeting**
- 5.2. **Approve Final Map and Property Improvement Agreement No. 2026-01 for Glen Loma Ranch Town Center Flex Development, Tract 10658, APN's 808-58-002, 808-58-003**
- 5.3. **Claim of Cecilia Aparicio (The City Administrator recommends a "yes" vote under the Consent Calendar shall constitute denial of the claim)**

6. **BIDS AND PROPOSALS**

- 6.1. **Approve Two On-Call Services Contracts for Upfitting of City Vehicles to Lehr Upfitters and NorCal Emergency Vehicle Installations (26-RFP-ADS-525) Each for an Up-To Amount of \$370,000 for FY 26 and FY 27**

1. Staff Report:

LeeAnn McPhillips, Interim Administrative Services & Human Resources
Director/Risk Manager.
John Doughty, Public Works Director

2. Public Comment
3. Possible Action:
 1. Award on-call services contracts to Lehr Upfitters and NorCal Emergency Vehicle Installations each in the not to exceed amount of \$370,000 (26-RFP-ADS-525); and
 2. Authorize the City Administrator to execute the contracts and associated documents.

6.2. Drone as First Responder (DFR) Pilot Program and BRINC/Motorola “Takeoff Program”

1. Staff Report:
2. Public Comment
3. Possible Action:
 1. Approve the establishment of a Drone as First Responder (DFR) Pilot Program for the Gilroy Police Department; and
 2. Authorize the City Administrator to execute the BRINC/Motorola Solutions Takeoff Program agreement (Sourcewell Contract #030425-MOT and associated addendum/SOW documents) for a six-year program term, with Year 1 at no cost and Years 2–6 subscription costs subject to annual budget appropriation.

7. FUTURE COUNCIL INITIATED AGENDA ITEMS

7.1. Request to Reopen the Wayland Parking Lot at Las Animas Veterans' Park

1. Staff Report:
Bryce Atkins, Deputy Director of Community Development
2. Public Comment
3. Possible Action:
Council consideration of a future agenda item regarding the potential reopening of the Wayland Parking Lot at the Las Animas Veterans' Park.

7.2. Request to Consider Amending the Flag Flying Policy and Construct a Commemorative Flag Pole at the Civic Center Site

1. Staff Report:
LeeAnn McPhillips, Interim Administrative Services & Human Resources
Director/Risk Manager.
2. Public Comment

3. Possible Action:
Council determination on placing a future agenda item regarding amending the Flag Flying Policy and the constructing a new commemorative flag pole on the Civic Center site.

8. CITY ADMINISTRATOR'S REPORTS

9. CITY ATTORNEY'S REPORTS

10. ADJOURNMENT

City of Gilroy
Proclamation

WHEREAS, public works engineers apply their scientific and technical expertise to design, construct, and maintain the essential infrastructure that supports the daily life, safety, and well-being of the Gilroy community; and

WHEREAS, public works engineers are responsible for safeguarding critical systems — including streets and transportation networks, water and wastewater facilities, storm drainage, and public structures — ensuring reliable services that residents depend upon; and

WHEREAS, public works engineers play a vital role in protecting public health, enhancing environmental stewardship, and strengthening community resilience through thoughtful planning, innovation, and responsible resource management; and

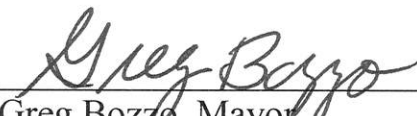
WHEREAS, the work of public works engineers supports Gilroy's continued growth, economic vitality, and quality of life while preparing the city to meet future infrastructure and sustainability challenges; and

WHEREAS, public works engineers serve with professionalism and dedication, helping to build a safe, efficient, and forward-looking community for current and future generations.

NOW, THEREFORE, I, GREG BOZZO, Mayor of the City of Gilroy, California, do hereby proclaim February 22nd through February 28th, 2026, as

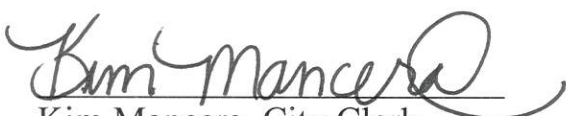
PUBLIC WORKS ENGINEERS WEEK

in the City of Gilroy and encourage all residents to recognize and celebrate the essential contributions public works engineers make to maintaining and improving the infrastructure that keeps our community strong.



Greg Bozzo, Mayor

Attested to by:



Kim Mancera, City Clerk

**City of Gilroy
City Council**

DRAFT

Minutes

Saturday, February 7, 2026 | 9:30 AM

1. OPENING

1. Call to Order

The meeting was called to order by Mayor Bozzo at 9:30 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 Kelly Ramirez Mayor Greg Bozzo

2. COFFEE WITH THE MAYOR

3. ADJOURNMENT

The Coffee with the Mayor event was adjourned at 10:38 A.M.

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

Kim Mancera
City Clerk

**City of Gilroy
City Council**

DRAFT

Minutes

Monday, February 9, 2026 | 5:00 PM

- 1. WELCOME**
- 2. OPEN HOUSE**
 - 1. Meet Gilroy's New City Administrator, Matt Morley**

There was no action taken at the open house.
- 3. ADJOURNMENT**

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

Kim Mancera
City Clerk

**City of Gilroy
City Council**

DRAFT

Minutes

1. OPENING

Monday, February 9, 2026 | 6:00 PM

1. Call to Order

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

2. Roll Call

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

3. City Clerk's Report on Posting the Agenda

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

4. Pledge of Allegiance

Council Member Hilton led the Pledge of Allegiance.

5. Invocation

None.

6. Orders of the Day

Move items 6.2 and 7.1 to be heard after item 3, and move item 8.1 to a future date.

7. Employee Introductions

Mayor Bozzo introduced City Administrator Matt Morley.

City Administrator Matt Morley introduced Economic Development Director Raissa de la Rosa.

Finance Director Harjot Sangha introduced Information Technology Systems Administrator Adrian Jimenez.

Public Works Director John Doughty introduced Maintenance Worker Ryan Grimaldo and Maintenance Worker Pedro Porras.

2. PRESENTATIONS TO THE COUNCIL

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

Mayor Bozzo opened public comment at 6:13 P.M.

Deanne Everton - commented on Rebuilding Together Silicon Valley and thanked the City Council for awarding this year's \$149,000 in CDBG capital funds to support the work.

Bill O'Connor - commented on the Gilroy Community Police Academy.

Greg Felios - commented on Coffee with the Mayor and the Joint City of Gilroy and Gilroy Unified School District meeting.

With no further speakers, Mayor Bozzo closed public comment.

3. REPORTS OF COUNCIL MEMBERS

1. Council Member Bracco – 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 – Gilroy Sister Cities, 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 – ABAG, CalTrain Policy Group (alternate), 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), Cities Association of Santa Clara County, Gilroy Youth Task Force (alternate), Santa Clara Valley Habitat Agency Governing Board, Santa Clara Valley Habitat Agency Implementation Board, 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), Cities Association of Santa Clara County (alternate)

Council Member Bracco - No report.

Council Member Fugazzi - No report.

Council Member Hilton - Reported from the Association of Bay Area Governments (ABAG) general assembly. As one of the delegates, he will be working toward a General Assembly and Business Conference in 2026, where they will determine policy, and adopt the annual budget and work plan. At the Santa Clara County LAFCO meeting, the board directed staff to increase the budget and reissue the RFP for a countywide water and wastewater service review. The Santa Clara County Vector Control District staff recommended pursuing a 2026 assessment ballot to increase revenue. He invited anyone visiting the Admin Wing in City Hall to stop by the Council Members' Office, where we have on loan from the Gilroy Museum, an aerial view of Gilroy.

Council Member Ramirez - No report.

Council Member Cline - No report.

Mayor Bozzo - Reported from the Gilroy Gardens Board of Directors that the Garlic Festival will be back in July at the South County Event Center, down below Gilroy Gardens. Gilroy Gardens won the Brass Ring Excellence Award in Best Food and Beverages from the International Association of Amusement Park Operators. Gilroy Gardens is run by a non-profit organization, and this year Gilroy Gardens saw a dip in attendance coming their way. They were able to create some business strategies, and their revenue is up almost 20% even though their attendance is flat or slightly down. The City of Gilroy and Gilroy Gardens have been working on a long-term lease for a while. They are hoping to report out sometime soon. South County Youth Task Force (SCYTF) had a community conversation with District Attorney Jeff Rosen. The discussion was centered around public safety trends that impact South Santa Clara County. He spoke about the SCYTF late-night gym at Wheeler Auditorium, which is part of the youth diversions that they offer. He had a chance to attend. He noted that it is not just sports, but includes a dinner, check-in/discussion, and activities for the youth. He had the chance to play basketball with a group of youth. He announced that rain is in the forecast and reminded everyone to turn off their sprinklers to conserve water.

4. CONSENT CALENDAR

Mayor Bozzo opened public comment at 8:18 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 Dion Bracco

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

NAYS: None

ABSENT: Council Member Marques

1. **Approve the minutes of the January 26, 2026 City Council Regular Meeting**
2. **Authorization for Council Member Travel to the League of California Cities 2026 City Leaders Summit**
3. **Award a Three-year On-call Services Contract to Maggiora Bros Drilling, Inc. for Water Well and Pump Station Services for \$420,000, with an Option to Extend for Two Additional One-year Terms Subject to City Administrator Review and Approval for \$150,000/Year**
4. **Approve an Amendment to the Land Management Software Agreement with Tyler Technologies for the Environmental Health Suite and Fire Prevention Mobile Software and Three Years of Annual Maintenance and License Fees in the Amount of \$130,054**
5. **Adopt a Resolution of the City Council of the City of Gilroy Declaring Weeds a Nuisance**
6. **Acceptance of the Cash and Investment Report as of December 31, 2025**

5. PUBLIC HEARINGS

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

Planning Manager Michael Fossati provided a report and presentation.

Mayor Bozzo opened the public hearing at 8:32 P.M.

Mundo Castrejon - commented on the Circle K business at the corner of Chestnut and 10th Street and the process for approval of a new Tobacco Retailer Permit.

Ryan Kroll - commented on a Tobacco Retailer Permit for Circle K.

With no further speakers, Mayor Bozzo closed the public hearing.

Motion

Determine this action is exempt from environmental review under California

Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines.

RESULT: Passed

MOVER: Council Member Kelly Ramirez

SECONDER: Council Member Zach Hilton

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

NAYS: None

ABSENT: Council Member Marques

Motion

Direct the City Clerk to read the ordinance extending the Urgency Interim Ordinance by title only and to waive further reading.

RESULT: Passed

MOVER: Council Member Zach Hilton

SECONDER: Council Member Dion Bracco

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

NAYS: None

ABSENT: Council Member Marques

Motion

Adopt an ordinance extending the Urgency Interim Ordinance to prohibit the issuance or approval of any new Tobacco Retailer Permit Citywide for an additional six (6) months and fifteen (15) days, with the associated findings.

RESULT: Passed

MOVER: Council Member Terence Fugazzi

SECONDER: Council Member Zach Hilton

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

NAYS: None

ABSENT: Council Member Marques

Motion

Review, approve and issue the 10-day report as required by Government Code Section 65858(d) for the extension of the Urgency Interim Ordinance.

RESULT: Passed

MOVER: Council Member Zach Hilton

SECONDER: Council Member Tom Cline

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

NAYS: None
ABSENT: Council Member Marques

6. UNFINISHED BUSINESS

1. Receive an Update and Provide Direction Regarding Transient Occupancy Tax (TOT) Rate Increase Ballot Measure for the November 2026 Election

Finance Director Harjot Sangha provided a report and presentation.

Mayor Bozzo opened public comment at 9:08 P.M.

Frank Johnson - commented on the average hotel rates in Gilroy vs. Morgan Hill.

Maria Aguilar - commented on vouchers for the homeless and mentioned they will increase.

With no further speakers, Mayor Bozzo closed public comment.

Report received.

Council directed staff to pursue a general-purpose TOT rate ballot measure.

Council directed staff not to conduct a community survey to gauge support.

Council provided feedback on the memo ballot questions.

Council directed staff to pursue a not-to-exceed tax rate structure with a not-to-exceed tax rate of 13%.

2. Appointment of Planning Commissioner to Fill One (1) Remaining Open Seat and Selection and Appointment of Library Commissioner to Fill One (1) New Vacancy

This item was heard after item 3 on the agenda.

City Clerk Kim Mancera provided a report.

The following appointments were made by the City Council.

Library Commission
Jan Guffey - Full term

Planning Commission
Payman Khodabandeh- Full term

7. INTRODUCTION OF NEW BUSINESS

1. Abatement of Sixth Street Temporary Encampment on APN: 841-18-089

This item was heard after item 3 and item 6.2 on the agenda.

Police Captain Luke Powell provided a report and presentation.

City Attorney Andy Faber provided a report.

Mayor Bozzo opened public comment at 7:07 P.M.

Ron Kirkish - commented on the encampment and asked what the plan is after the 90-day period expires.

Linda Thomas - commented on the encampment and spoke about visiting the site.

Joan Lewis - commented about why the encampment needs to be removed.

Aubrey Tasby - commented about the positive impacts on the residents of the encampment.

Tom Chargin - commented about delivering food to the encampment and the lack of resources from the County.

Jan Bernstein Chargin - commented about the impact of dispersing the unhoused throughout the city instead of them being housed in one location.

Jose Medina - commented on his positive experience at the encampment.

Gabriel Lopez - commented on Camp Hope. He thanked the Council for allowing them to stay there and asked that they be allowed to stay.

Chris Vanni - commented on the end-game and the impact of encampments along the creeks and around the parks.

Shelley Swan - commented on the progress that residents of Camp Hope have made since they have been allowed to stay there.

Todd Langton - commented on the negative effect that removing this encampment will have on the city.

Robert Aguirre - commented on the encampment and provided history on the land.

With no further speakers, Mayor Bozzo closed public comment.

Motion

Adopt a resolution suspending enforcement of Gilroy City Code Chapter 5 for a period of time not to exceed ninety (90) days, authorizing the City to continue to provide sanitation-related services (portable restrooms and solid waste removal) to the temporary encampment during the suspension and abating the said encampment after the suspension period to include that the suspension may be

ended if the City Administrator determines there is an increase in risk of public health or safety that requires immediate enforcement of the ordinance.

RESULT: **Passed**

MOVER: Council Member Dion Bracco

SECONDER: Council Member Kelly Ramirez

AYES: Council Member Dion Bracco, Council Member Tom Cline, Council Member Kelly Ramirez, Mayor Greg Bozzo

NAYS: Council Member Terence Fugazzi, Council Member Zach Hilton

ABSENT: Council Member Marques

The meeting recessed at 8:04 P.M. and reconvened at 8:18 P.M.

2. Pilot Below Market Rate (BMR) Preservation Program Update and Overall BMR Housing Program Overview

Housing and Community Services Manager Christie Thomas provided a report and presentation.

Mayor Bozzo opened public comment at 9:25 P.M.

With no speakers, Mayor Bozzo closed public comment.

Report received.

8. FUTURE COUNCIL INITIATED AGENDA ITEMS

1. Request to Reopen the Wayland Parking Lot at Las Animas Veterans' Park

This item has been continued to the February 23, 2026 City Council Regular Meeting.

9. CITY ADMINISTRATOR'S REPORTS

City Administrator Matt Morley thanked the City Council for including him in the team.

10. CITY ATTORNEY'S REPORTS

City Attorney Andy Faber announced that he and the City Clerk will be providing training to the City Council and staff on SB 707 in March. He also mentioned that having Christie on board doing all the work for the BMR program is wonderful.

11. ADJOURNMENT

With no additional business before the Council, the meeting was adjourned at 9:27 P.M.

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

Kim Mancera
City Clerk

DRAFT



City of Gilroy

STAFF REPORT

Agenda Item Title: Approve Final Map and Property Improvement Agreement No. 2026-01 for Glen Loma Ranch Town Center Flex Development, Tract 10658, APN's 808-58-002, 808-58-003

Meeting Date: February 23, 2026
 From: Matt Morley, City Administrator
 Department: Public Works
 Submitted by: John Doughty, Public Works Director
 Prepared by: Jorge Duran, Senior Civil Engineer

STRATEGIC PLAN GOALS: Promote Safe and Affordable Housing for All

RECOMMENDATION

Approve the Final Map and Property Improvement Agreement No. 2026-01 for Glen Loma Ranch Town Center Flex Development, Tract 10658, APN's 808-58-002, 808-58-003.

EXECUTIVE SUMMARY

N/A

BACKGROUND

On May 19, 2014, the applicant, Glen Loma Corporation, received Tentative Map approval of a master subdivision of approximately 359 acres, commonly known as the Glen Loma Ranch Specific Plan [Reference: Resolution No. 2014-19, TM 13-08 & Ordinance No. 2014-07, Z 14-01].

The Glen Loma Ranch Specific Plan area consists of approximately 359 acres divided into 13 parcels under four separate ownerships. Reservoir Canyon Creek and Babbs Creek, traverse the site, along with two modified drainage channels that convey storm water for peak seasonal storm events. A seasonal wetland exists within the

northwestern region of the project site. Ascension Solorsano Middle School and Las Animas Elementary School exist within the Glen Loma Specific Plan area. Roadways constructed to serve those schools also serve the Glen Loma Specific Plan area.

The Glen Loma Specific Plan encompasses seventeen distinct residential neighborhoods with up to 1,467 mixed-density residential units, including single-family homes, apartments, low-income units, and senior units. The city has approved the subdivision of Seventeen neighborhoods (Home Ranch, Wild Chestnut, Vista Bella, Petite Sirah, Mataro, Montonico, McCutchin Creek, Palomino, The Grove, Nebiolo, Malvasia, The Glen, Town Center Multifamily, Towncenter BMR, Nebiolo II, Canyon Creek, Malvasia II, Rocky Knoll), totaling 1164 units. Vista Bella, Petite Syrah, Mataro, The Grove, Town Center Multifamily, Town Center BMR, Malvasia, Nebiolo, The Glen, Montonico, Wild Chestnut, Home Ranch, have been built totaling 954 units.

The ultimate development of the Glen Loma Specific Plan will also consist of a Town Center development that includes a city fire station and forty-two (42) single-family duet lots; two proposed city park sites; community amenities or focal points within each neighborhood; and approximately 88 acres (24 percent of the project site) of open space and buffer areas with 6-7 miles of trails that link the neighborhoods and tie into the existing Christmas Hill Park. As part of the open space, a rocky knoll area with soils that provide habitat for endangered species (serpentine soils) and an area that currently contains a eucalyptus grove will be maintained.

On March 17, 2025, City Council of the City of Gilroy approved tentative map TM 24-02, granting Glen Loma Corporation to subdivide an approximate 6.7 acre site into 42 single-family duet residential lots, associated private streets, and four (4) Private Open Space Parcels that will be maintained by the Homeowners' Association on property located Southwest of West Luchessa Avenue, Northwest of West 10th Street, North of Loma Ranch Street, and East of Miller Avenue (APN#808-58-002 and 808-58-003), filed by Glen Loma Group/Felice Family Estate, Applicant. [Reference: Resolution No. 2025-11, TM 24-02]

ANALYSIS

As part of this phase of the Glen Loma Ranch Specific Plan development, The Christopher Ranch LLC; D. Christopher & Sons, LLC; The Christopher Family Partnership; and Filice Family Estate, are requesting approval of Tract 10658, Town Center Flex Final Map; and enter into a Property Improvement Agreement with the City for the construction of Public Improvements, including: new street grading, paving, curb, gutter, sidewalk, landscape, lighting, storm drain, water, sewer, and necessary utility extension and connection to serve the development. As part of the Property Improvement Agreement, the developer is required to provide Faithful Performance and Payment bonds of \$3,739,089 for 100% of the estimated construction cost of the improvements.

Staff has reviewed the Tract 10658 Final Map and determined that the Map is ready for Recording with Santa Clara County, once approved by City Council.

ALTERNATIVES

Council has the following options with respect to this request by the Owner and the Developer:

1. Council may approve the Final Map for Tract 10658 and enter into the Property Improvement Agreement (PIA 2026-01) for development of the site. **STAFF RECOMMENDS THIS ALTERNATIVE** because it will keep the project on track and develop the site consistent with Glen Loma planned development standard.
2. Deny the request and let the Tentative Map expire this July. **STAFF DOES NOT RECOMMEND THIS ALTERNATIVE** because it will impose unnecessary delay for the development of the site and will require the developer to process new Tentative Map for City approval.

FISCAL IMPACT/FUNDING SOURCE

There is no net impact to the General Fund. Plan check and inspection fees have been collected to cover the costs associated with this action. The developer has submitted bonding and insurance for the above referenced Property Improvement Agreement and Final Map. All of the above required improvements are part of the developer's responsibility, and there are no reimbursements required for this project.

PUBLIC OUTREACH

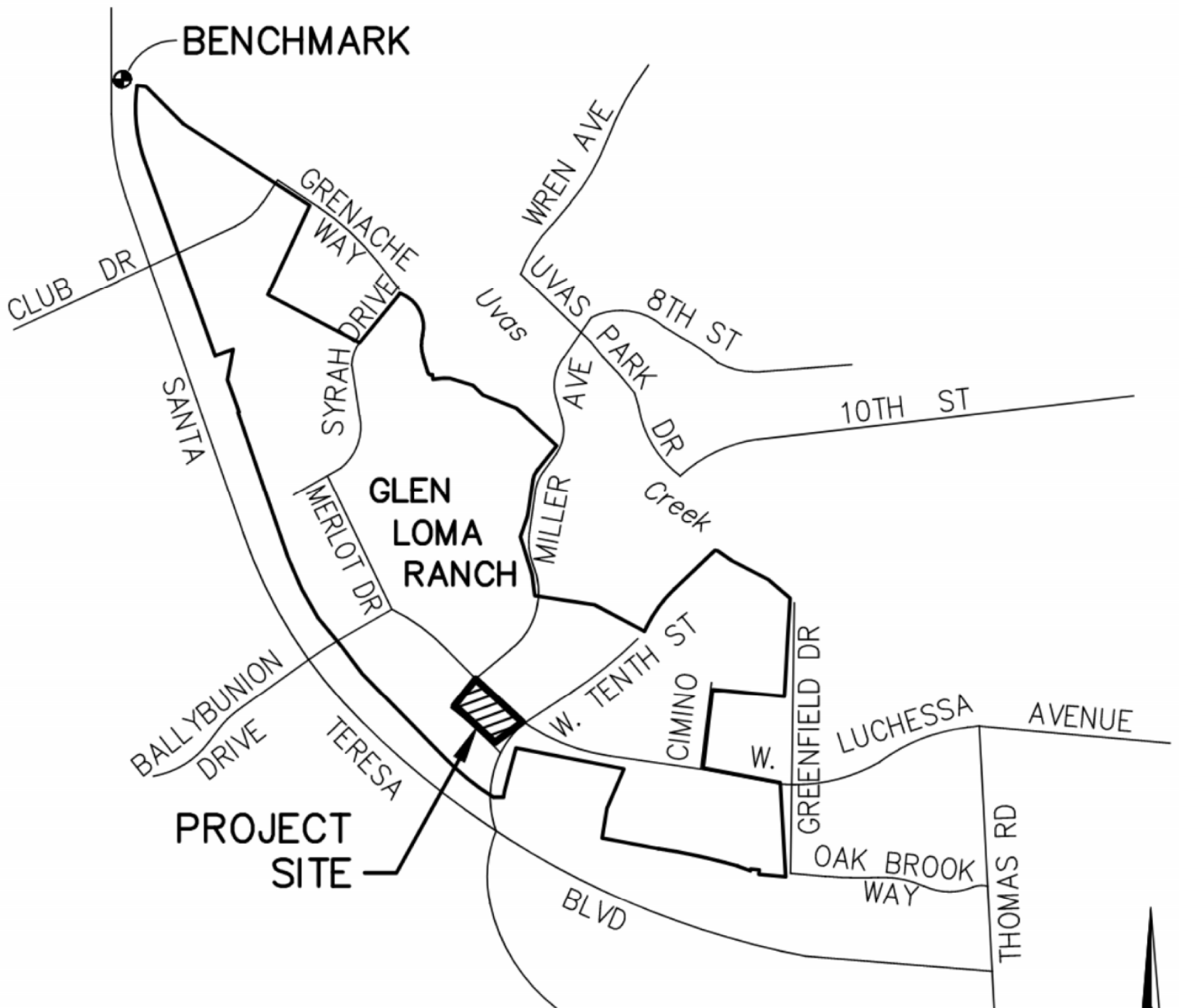
N/A

NEXT STEPS

N/A

Attachments:

1. Exhibit A - Vicinity Map GLR TC Flex
2. Exhibit B - PIA Town Center Flex
3. Exhibit C - Final Map Town Center Flex



VICINITY MAP

NO SCALE

RECORDING REQUESTED BY:

City of Gilroy

WHEN RECORDED, MAIL TO:

City Clerk
City of
Gilroy
7351 Rosanna Street
Gilroy, CA 95020

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

Property Improvement Agreement No. 2026-01

TOWN CENTER FLEX – Tract 10658

APNs: 808-58-002, 808-58-003

The Christopher Family Partnership, a California
Limited Partnership; D. Christopher & Sons, LLC, a
California Limited Liability Company; Christopher
Ranch LLC, a California Limited Liability Company;
and Filice Family Estate, a California Limited
Partnership
And
KB Home South Bay, Inc., a California Corporation

**PROPERTY IMPROVEMENT AGREEMENT
RESIDENTIAL**

**AGREEMENT FOR IMPROVEMENT OF STREETS AND OTHER PUBLIC WORKS FACILITIES
Property Improvement Agreement No. 2026-01**

This Property Improvement Agreement (“Agreement”) is made and entered into this 16 day of June, 2025, by and between the City of Gilroy, a municipal corporation, herein called the “City,” and The Christopher Family Partnership, a California Limited Partnership; D. Christopher & Sons, LLC, a California Limited Liability Company; Christopher Ranch LLC, a California Limited Liability Company Filice Family Estate, a California Limited Partnership, herein called the “Owner” and KB Home South Bay, Inc., a California Corporation, herein called the “Developer”.

WHEREAS, a final map of subdivision, record of survey or building permit (Site Clearance) application has now been submitted to the City for approval and acceptance, covering certain real estate and property improvements known as and called: TOWN CENTER FLEX, APN: 808-58-002, 808-58-003, a legal description of which is attached hereto and incorporated herein as Exhibit “A” (the “Property”), and as described in the project improvement plans entitled TOWN CENTER FLEX shown as Exhibit B.

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

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

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

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

SECTION 1

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

SECTION 2

The Developer agrees:

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

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

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

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

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

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

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

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

SECTION 3

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

SECTION 4

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

SECTION 5

That this Agreement, including without limitation the general stipulations outlined in Section 6 below, is an instrument affecting the title or possession of the real property and runs with the land. Except as expressly provided in the second sentence of Item 30 of the general stipulations set forth in Section 6 below (relating to the payment of reimbursement to the original Owner named in this Agreement), all the terms, covenants and conditions herein imposed shall be binding upon and inure to the benefit of City, Developer, the successors in interest of Developer, their respective successors and permitted assigns and all subsequent fee owners of the Property. The obligations of the Developer under this Agreement shall be the joint and several obligations of each and all of the parties comprising Developer, if Developer consists of more than one individual and/or entity. Upon the sale or division of the Property, the terms of this Agreement shall apply separately to each parcel and the fee owners of each parcel shall succeed to the obligations imposed on Developer by this Agreement.

SECTION 6

1. That the following general stipulations shall be completed subject to the approval of the Public Works Director/City Engineer.
2. The Project shall comply with all Tentative Map conditions and applicable mitigation measures as contained in City Council Resolution 2025-11 (TM 24-02 approval).
3. All work within the public right-of-way shall be subject to the approval of the City Engineer.

4. The Developer shall perform all work in compliance with the City of Gilroy Specifications Standards Design Criteria, Glen Loma Ranch Development Agreement and Glen Loma Ranch Specific Plan and is subject to all laws of this community by reference. Street improvements and the design of all storm drainage, sewer lines, and all street sections shall be in accordance with City Standards and Glen Loma Ranch Specific Plan, Glen Loma Ranch Development Agreement and Glen Loma Ranch Backbone Plans and shall follow the most current City Master plan for streets and each utility.
5. The Developer shall defend, indemnify, and hold harmless the City, its City Council, Planning Commission, agents, officers, and employees from any claim, action, or proceeding against the City or its City Council, Planning Commission, agents, officer, and employees to attack, set aside, void, or annul an approval of the City, City Council, Planning Commission, or other board, advisory agency, or legislative claim, action, or proceeding against it, and will cooperate fully in the defense. This condition is imposed pursuant to California Government Code Section 66474.9.
6. No building permit shall be issued in connection with this project if the Developer of such development (i) is not in compliance with the City's Residential Development Ordinance (City Zoning Ordinance Sections 50.60 et seq.) referred to as the RDO, any conditions of approval issued in connection with such development or other City requirements applicable to such development; or (ii) is in default under any agreement entered into with the City in connection with such development pursuant to the RDO. The project must also comply with any of condition of exemption granted from the RDO, including but not limited to time limits in obtaining City approvals and completion of construction of the dwelling units.
7. The City shall be notified at least four (4) weeks prior to the start of any construction work and at that time the developer shall provide a project schedule and a 24-hour emergency telephone number list.
8. At least three weeks prior to commencement of work, the Developer shall post the site and mail to owners of property within (500') five hundred feet of the exterior boundary of the project site, to the homeowner associations of nearby residential projects and to the Engineering Division, a notice that construction work will commence on or around the stated date. The notice shall include a list of contact persons with name, title, phone number and area of responsibility. The person responsible for maintaining the list shall be included. The list shall be current at all times and shall consist of persons with authority to initiate corrective action in their area of responsibility. The names of individuals responsible for dust, noise and litter control shall be expressly identified in the notice.
9. If the Developer proposes to phase construction with building occupancy, the Developer shall create, for City Engineer approval prior to first occupancy, a construction staging plan that addresses the ingress and egress location for all construction vehicles, parking and material storage area separate from occupied residential units.
10. Locate and properly dispose of any wells, septic tanks and underground fuel storage facilities. NOTE: The capping of any well will require inspection by the Santa Clara Valley Water District.
11. Schedule the construction of improvements along existing public roads so that the work affecting vehicular traffic is completed with a minimum interruption to traffic.
12. The Developer shall be responsible for completing the improvements. Improvement plan design shall be finalized prior to the first building plot plan permit issuance. Improvements shall be constructed prior to the last building occupancy.

13. All work shall be coordinated so that the existing residents on all adjacent streets have access to their properties.
14. Before construction utilizing combustible materials may proceed, an all-weather access must be provided to within 150 feet of the building site; and at least one in service fire hydrant must be available within 150 feet of each portion of the site wherein this construction is to take place. Location of the fire hydrants will be determined by the Fire Chief.
15. A complete construction schedule, which shall include a detailed phasing plan (including traffic control for each proposed phase), shall be submitted, and approved by the City Engineer prior to start of construction. Any deviation from the approved construction schedule and phasing plan shall be coordinated with the City Engineer. Deviating from the approved construction schedule and phasing plan without prior coordination with the City Engineer may prolong issuance of further building permits.
 - (a) Upon request by the City Engineer, the Developer shall provide information for public outreach purposes, which may include maps and schedules for each phase of construction.
16. Joint Trench Plans shall be approved and included with the complete set of improvement plans. Should there be a delay in obtaining the PG&E- approved joint trench plans the Developer will be allowed to commence joint trench work "at-risk" only with the approval of the City Engineer. The Developer assumes responsibility for any required redesign, and all costs associated with the redesign and additional city review resulting from the at-risk work completed without PG&E- approved joint trench plans. Design revisions and ultimate joint trench construction shall be completed to the satisfaction of the City Engineer.
17. The Developer shall obtain the required Habitat Conservation Plan (HCP) Permit and pay the applicable fees prior to the issuance of a grading permit or improvement plan approval.
18. Site preparation and fill construction shall be conducted under the observation of, and tested by, a licensed soils or geotechnical engineer. A report shall be filed with the City of Gilroy stating that all site preparation and fill construction meets the requirements of the geotechnical investigation. This shall be subject to review and approval by the Building Division. [CBC]
19. All grading operations and soil compaction activities shall be per the approved soils report and shall meet with the approval of the City Engineer.
20. New and existing utility lines, appurtenances, and associated equipment, including but not limited to electrical transmission, street lighting, and cable television shall be required to be placed underground. [Municipal Code Section 21, Article V]
21. Construction activity shall be restricted to the period between 7:00 a.m. to 7:00 p.m. Mondays through Fridays. Saturday work will not be allowed. However, only under specific circumstances Developer may petition the City Engineer to work on Saturdays only with approval by the City Engineer and if City inspection services are available. Saturday work, if approved, will also require additional inspection overtime fees. No work shall be done on Sundays and City Holidays. The City Engineer will apply additional construction period restrictions, as necessary, to accommodate standard commute traffic along arterial roadways and along school commute routes.
22. Any damage resulting from project construction operations to existing city infrastructure on or adjacent to the subject property shall be repaired to the satisfaction of the City Engineer, at the full expense of the Developer/contractor. This shall include slurry seal, overlay, street reconstruction, and

repair to curb, gutter and sidewalk, driveway approach if reasonably deemed warranted by the City Engineer.

23. This project is subject to post-construction stormwater quality requirements per Section 27D of the Gilroy Municipal Code.
24. Storm water BMP Operation and Maintenance Agreement
 - (a) Prior to the issuance of any building permit requiring stormwater management BMPs or as otherwise determined by the City Engineer, the Developer(s) of the site shall enter into a formal written Stormwater BMP Operation and Maintenance Agreement with the City. The City shall record this agreement, against the property or properties involved, with the County of Santa Clara and it shall be binding on all subsequent owners of land served by the storm water management treatment BMPs. The City-standard Stormwater BMP Operation and Maintenance Agreement will be provided by Public Works Engineering.
 - (b) This Agreement shall require that the BMPs not be modified and BMP maintenance activities not alter the designed function of the facility from its original design unless approved by the City prior to the commencement of the proposed modification or maintenance activity.
 - (c) This Agreement shall also provide that in the event that maintenance or repair is neglected, or the stormwater management facility becomes a danger to public health or safety, the city shall have the authority to perform maintenance and/or repair work and to recover the costs from the owner.
 - (d) All on-site stormwater management facilities shall be operated and maintained in good condition and promptly repaired/replaced by the property owner(s), an owners' or homeowners' association or other legal entity approved by the City.
 - (e) Any repairs or restoration/replacement and maintenance shall be in accordance with City-approved plans.
 - (f) The property owner(s) shall develop a maintenance schedule for the life of any stormwater management facility and shall describe the maintenance to be completed, the time period for completion, and who shall perform the maintenance. This maintenance schedule shall be included with the approved Stormwater Runoff Management Plan.
25. Stormwater BMP Inspections will be required for this project and shall adhere to the following:
 - (a) The property owner(s) shall be responsible for having all stormwater management facilities inspected for condition and function by a knowledgeable third party.
 - (b) Unless otherwise required by the City Engineer or designee, stormwater facility inspections shall be done at least twice per year, once in Fall, in preparation for the wet season, and once in Winter. Written records shall be kept of all inspections and shall include, at minimum, the following information:
 1. Site address;
 2. Date and time of inspection.
 3. Name of the person conducting the inspection.
 4. List of stormwater facilities inspected.

5. Condition of each stormwater facility inspected.
 6. Description of any needed maintenance or repairs; and
 7. As applicable, the need for site re-inspection.
26. Upon completion of each inspection, an inspection report shall be submitted to Public Works Engineering no later than October 1st for the Fall report, and no later than March 15th of the following year for the Winter report.
 27. A minimum of one exterior monument shall be set. Additional monuments can be required by the City Engineer or City Surveyor as deemed necessary. Location of monuments shall be tied out prior to work.
 28. In accordance with the California Professional Land Surveyors' Act (Business and Professions Code) Chapter 15 Sections 8771 and 8725, California Penal Code 605, and California Government Code 27581, the Developer, their employees, subcontractors, and/or any person performing construction activities that will or may disturb an existing roadway/ street monument, corner stake, or any other permanent surveyed monument shall show all current monuments on the plans and shall ensure that a Corner Record and/or Record of Survey are filed with the County Surveyor Office prior to disturbing said monuments. All disturbed or destroyed monuments shall be reset and filed in compliance with Section 8771 at the Developer's sole expense.
 29. Bonding as required by section 2.d of this agreement will be accepted for the proposed improvements for an amount of **\$3,739,089** as shown on the attached Cost Estimate spreadsheet.
 - ~~30. If there are any reimbursements payable to the Owner, they must be specifically identified in this Agreement. Any such reimbursements shall be payable to the original Owner named in this agreement above, and shall not inure to the benefit of any subsequent owners of all or any portion of the Property. All reimbursements payable to Developer shall be subject to the City's reimbursement policies and ordinances in effect from time to time, including without limitation any expiration dates identified in such policies and ordinances. Such reimbursement shall be solely contingent upon the availability of the City's Traffic Impact Fee Funds and in no case shall the reimbursement be paid beyond ten (10) years after the execution of the Agreement. In addition to any other conditions, requirements and limitations set forth in the City's reimbursement policies and ordinances from time to time, (i) in no event shall any reimbursements be payable to Developer if City determines in its sole and absolute discretion from time to time that there are not sufficient reserves then on hand in the specific reimbursement fund from which Developer's reimbursement is payable, over and above any amounts anticipated to be required to be expended from such reimbursement fund, which reserves, at a minimum, are equal to at least half of the remaining average yearly anticipated expenditures of such reimbursement fund as determined by City from time to time; (ii) City may, in its sole and absolute discretion, make partial reimbursement payments to Developer in yearly increments, as determined by City; and (iii) City may defer payments in any given year if projects deemed by City to be of high importance are determined by City, in its sole and absolute discretion, to be warranted or necessary, and the funds in such reimbursement fund are designated by the City for use on such projects of high importance.~~
 31. Reimbursements. Per Section 6, item 30 above, reimbursement, if any, shall be made to the original Owner named in this agreement.

SECTION 7

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

1. TOTAL AMOUNT DUE CITY \$ 374,219.98

CITY OF GILROY

OWNER

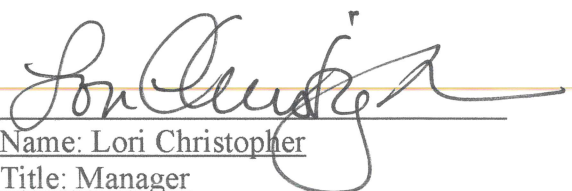
By: _____

The Christopher Family Partnership, a
California Limited Partnership

Brad Kilger
Interim City Administrator

By: Christopher Investments LLC, a
California Limited Liability
Company, Its General Partner

Date: _____

By: 
Name: Lori Christopher
Title: Manager

Date: 1/7/2026

OWNER

OWNER

D. Christopher & Sons LLC, a California
Limited Liability Company

Christopher Ranch LLC, a California
Limited Liability Company

By: _____
Name: William A. Christopher
Title: Manager

By: _____
Name: William A. Christopher
Title: Manager

Date: _____

Date: _____

By: _____
Name: Robert Christopher
Title: Manager

Date: _____

SECTION 7

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

1. TOTAL AMOUNT DUE CITY **\$ 374,219.98**

CITY OF GILROY

OWNER

By: _____

The Christopher Family Partnership, a
California Limited Partnership

Brad Kilger
Interim City Administrator

By: Christopher Investments LLC, a
California Limited Liability
Company, Its General Partner

Date: _____

By: _____

Name: Lori Christopher
Title: Manager

Date: _____

OWNER

OWNER

D. Christopher & Sons LLC, a California
Limited Liability Company

By: William A. Christopher

Name: William A. Christopher
Title: Manager

Date: 1/6/26

Christopher Ranch LLC, a California
Limited Liability Company

By: William A. Christopher

Name: William A. Christopher
Title: Manager

Date: 1/6/26

By: Robert Christopher

Name: Robert Christopher
Title: Manager

Date: 1/6/26

OWNER

Filice Family Estate, a California Limited Partnership

By: Cugini Calabria LLC, a California Limited Liability Company, Its General Partner

By: _____
Name: John M. Filice, Jr.
Title: Manager

Date: _____

DEVELOPER

KB Home South Bay, a California Corporation

By: Jeffrey P. McMillen
Name: Jeffrey P. McMillen
Title: SVP.

Date: 1/5/20

ATTEST:

Kim Mancera,
City Clerk

APPROVED AS TO FORM:

Andrew L. Faber, City Attorney

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

OWNER

DEVELOPER

Filice Family Estate, a California Limited Partnership

KB Home South Bay, a California Corporation

By: Cugini Calabria LLC, a California Limited Liability Company, Its General Partner

By: _____

Name: _____

Title: _____

By: _____

Date: _____

Name: John M. Filice, Jr.
Title: Manager

Date: 1-6-26

ATTEST:

Kim Mancera,
City Clerk

APPROVED AS TO FORM:

Andrew L. Faber, City Attorney

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

Exhibit A – Legal Description

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

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

ACKNOWLEDGMENT

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

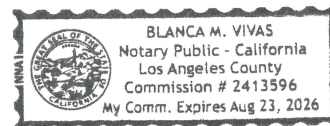
State of California
County of LOS ANGELES)

On 01/07/2026 before me, BLANCA M VIVAS, NOTARY PUBLIC
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature Blanca M Vivas (Seal)

ACKNOWLEDGMENT

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

State of California
County of Santa Clara)

On January 6, 2026 before me, T.S. Robinson, Notary Public
(insert name and title of the officer)

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

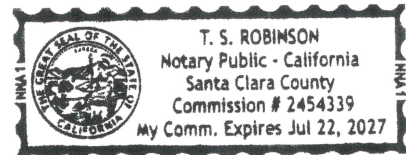
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

T.S. Robinson

(Seal)



ACKNOWLEDGMENT

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

State of California
County of Santa Clara)

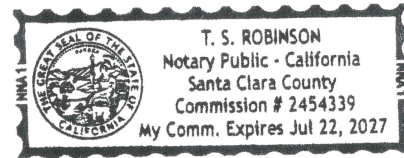
On January 6, 2026 before me, T.S. Robinson, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



ACKNOWLEDGMENT

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

State of California
County of Santa Clara)

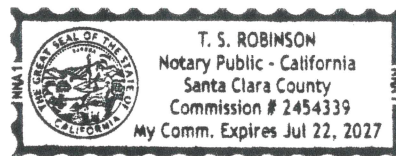
On January 6, 2026 before me, T.S. Robinson, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature T.S. Robinson (Seal)



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

STATE OF California)SS

COUNTY OF Contra Costa)

On January 5, 2026 before me, J. Fulop, Notary Public, personally appeared
Jeffrey P. McMullen

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

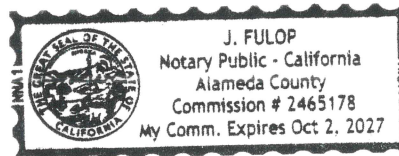
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

This area for official notarial seal.

Notary Signature

J. Fulop



OWNERS' STATEMENT

THE UNDERSIGNED HEREBY STATE THAT THEY ARE THE OWNERS OF OR HAVE SOME RIGHT, TITLE, OR INTEREST IN AND TO THE REAL PROPERTY SHOWN ON THE SUBDIVISION WITHIN THE DISTINCTIVE SYMBOL LINE OF THIS FINAL MAP, CONSISTING OF SIX(6) SHEETS, THIS STATEMENT BEING ON SHEET ONE (1) THEREOF; THAT THEY ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID REAL PROPERTY; THAT THEY HAVE CAUSED THIS MAP TO BE PREPARED FOR RECORD, AND DO CONSENT TO THE MAKING AND FILING OF THIS MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: EASEMENTS TO THE CITY OF GILROY FOR ANY AND ALL PUBLIC SERVICE AND PUBLIC ACCESS PURPOSES INCLUDING, BUT NOT LIMITED TO, THE CONSTRUCTION AND MAINTENANCE OF POLES, WIRES, AND CONDUITS FOR STORM DRAINS, SANITARY SEWERS, WATER LINES, GAS LINES, ELECTRIC LINES, TELEPHONE LINES, TELEVISION AND TRAFFIC SIGNAL FACILITIES, SIDEWALKS, TRAILS, PUBLIC UTILITIES, AND APPURTENANCES TO ALL THE ABOVE, OVER, UNDER, OR ACROSS THOSE CERTAIN AREAS DESIGNATED AS "PUBLIC SERVICE EASEMENT" (PSE). THE ABOVE-MENTIONED EASEMENTS SHALL REMAIN OPEN AND FREE FROM BUILDINGS AND STRUCTURES AND THEIR APPURTENANCES, EXCEPT FOR IRRIGATION SYSTEMS AND THEIR APPURTENANCES, LAWFUL FENCES, WALKWAYS, AND ALL LAWFUL UNSUPPORTED ROOF OVERHANGS.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: EASEMENTS TO THE CITY OF GILROY FOR INGRESS AND EGRESS OF EMERGENCY VEHICLES OVER THOSE CERTAIN AREAS DESIGNATED AS "EMERGENCY VEHICLE ACCESS EASEMENT" (EVAE). THE ABOVE-MENTIONED EASEMENTS SHALL REMAIN OPEN AND FREE FROM BUILDINGS AND STRUCTURES AND THEIR APPURTENANCES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: EASEMENTS TO THE CITY OF GILROY FOR WATERLINE PURPOSES OVER THOSE CERTAIN AREAS DESIGNATED AS "PUBLIC WATERLINE EASEMENT" (WLE). THE ABOVE-MENTIONED EASEMENT SHALL REMAIN OPEN AND FREE FROM BUILDINGS AND STRUCTURES AND THEIR APPURTENANCES.

THE UNDERSIGNED HEREBY RESERVE EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF FACILITIES FOR STORM WATER MANAGEMENT OVER, UNDER, OR ACROSS THOSE AREAS DESIGNATED AS "PRIVATE STORM DRAIN EASEMENT" (PSDE). THE ABOVE-MENTIONED EASEMENTS SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION CREATED FOR "GLEN LOMA RANCH", AND SHALL REMAIN OPEN AND FREE FROM BUILDINGS AND STRUCTURES AND THEIR APPURTENANCES, EXCEPT FOR IRRIGATION SYSTEMS AND THEIR APPURTENANCES, LAWFUL FENCES, WALKWAYS, AND ALL LAWFUL UNSUPPORTED ROOF OVERHANGS.

THE UNDERSIGNED HEREBY RESERVE EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF PRIVATE SANITARY SEWER FACILITIES OVER, UNDER, OR ACROSS THOSE AREAS DESIGNATED AS "PRIVATE SANITARY SEWER EASEMENT" (PSSE). THE ABOVE-MENTIONED EASEMENTS SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION CREATED FOR "GLEN LOMA RANCH", AND SHALL REMAIN OPEN AND FREE FROM BUILDINGS AND STRUCTURES AND THEIR APPURTENANCES, EXCEPT FOR IRRIGATION SYSTEMS AND THEIR APPURTENANCES, LAWFUL FENCES, WALKWAYS, AND ALL LAWFUL UNSUPPORTED ROOF OVERHANGS.

THE UNDERSIGNED HEREBY RESERVE AS "PRIVATE OPEN SPACE" FOR LANDSCAPING, STORM WATER MANAGEMENT, PARK AND RECREATION PURPOSES, "PARCEL A", "PARCEL B", "PARCEL C", "PARCEL D", "PARCEL E", "PARCEL F", "PARCEL G", "PARCEL H", "PARCEL I", "PARCEL J", "PARCEL K", "PARCEL L" AND "PARCEL M". THE ABOVE-MENTIONED PARCEL SHALL BE CONVEYED TO AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION CREATED FOR "GLEN LOMA RANCH".

THE UNDERSIGNED HEREBY STATE THAT THE STREETS DESIGNATED AS (PRIVATE) WITHIN THIS SUBDIVISION AND SHOWN AS "NAPA WAY" (PARCEL S1); "AMADOR WAY" AND "MENDOCINO PLACE" (PARCEL S2); "SONOMA LANE" (PARCEL S3); AND "PRIVATE DRIVE A" (PARCEL S4); ARE RESERVED FOR THE BENEFIT OF THE OWNERS OF LOTS CREATED BY THIS MAP, SHALL BE CONVEYED TO AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION CREATED FOR "GLEN LOMA RANCH", AND ARE NOT OFFERED FOR DEDICATION TO THE PUBLIC.

SUBDIVIDER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, PLANNING COMMISSION, AGENTS, OFFICERS AND EMPLOYEES FROM ANY CLAIM, ACTION OR PROCEEDING AGAINST THE CITY OR ITS CITY COUNCIL, PLANNING COMMISSION, AGENTS, OFFICERS OR EMPLOYEES, TO ATTACK, SET ASIDE, VOID OR ANNUL AN APPROVAL OF THE CITY, CITY COUNCIL, PLANNING COMMISSION, OR OTHER BOARD, ADVISORY AGENCY OR LEGISLATIVE BODY CONCERNING THIS SUBDIVISION. CITY WILL PROMPTLY NOTIFY THE SUBDIVIDER OF ANY CLAIM, ACTION OR PROCEEDING AGAINST IT AND WILL COOPERATE FULLY IN THE DEFENSE. THIS CONDITION IS IMPOSED PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 66474.9.

OWNER:

THE CHRISTOPHER FAMILY PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP

BY: CHRISTOPHER INVESTMENTS LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER

BY: Lori Christopher
NAME: LORI CHRISTOPHER
TITLE: MANAGER

D. CHRISTOPHER & SONS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: William A. Christopher
NAME: WILLIAM A. CHRISTOPHER
TITLE: MANAGER

BY: Robert Christopher
NAME: ROBERT CHRISTOPHER
TITLE: MANAGER

CHRISTOPHER RANCH LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: William A. Christopher
NAME: WILLIAM A. CHRISTOPHER
TITLE: MANAGER

FILICE FAMILY ESTATE, A CALIFORNIA LIMITED PARTNERSHIP

BY: CUGINI CALABRIA LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER

BY: John M. Filice Jr.
NAME: JOHN M. FILICE JR.
TITLE: MANAGER

OWNER ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF Santa Clara }ss.

ON January 6, 2026, BEFORE ME, T.S. Robinson A NOTARY PUBLIC,

PERSONALLY APPEARED William A. Christopher
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND. T.S. Robinson
NOTARY'S SIGNATURE: T.S. Robinson
NAME OF NOTARY (PLEASE PRINT): T.S. Robinson
PRINCIPAL COUNTY OF BUSINESS: Santa Clara
MY COMMISSION NUMBER: 2454339
MY COMMISSION EXPIRES: July 22, 2027

OWNER ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF Santa Clara }ss.

ON January 6, 2026, BEFORE ME, T.S. Robinson A NOTARY PUBLIC,

PERSONALLY APPEARED Robert Christopher
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND. T.S. Robinson
NOTARY'S SIGNATURE: T.S. Robinson
NAME OF NOTARY (PLEASE PRINT): T.S. Robinson
PRINCIPAL COUNTY OF BUSINESS: Santa Clara
MY COMMISSION NUMBER: 2454339
MY COMMISSION EXPIRES: July 22, 2027

OWNER ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF Santa Clara }ss.

ON January 6, 2026, BEFORE ME, T.S. Robinson A NOTARY PUBLIC,

PERSONALLY APPEARED John M. Filice Jr.
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND. T.S. Robinson
NOTARY'S SIGNATURE: T.S. Robinson
NAME OF NOTARY (PLEASE PRINT): T.S. Robinson
PRINCIPAL COUNTY OF BUSINESS: Santa Clara
MY COMMISSION NUMBER: 2454339
MY COMMISSION EXPIRES: July 22, 2027

OWNER ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

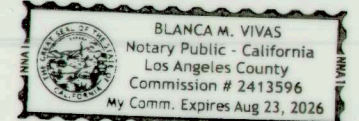
STATE OF CALIFORNIA
COUNTY OF Los Angeles }ss.

ON 01-07, 2026, BEFORE ME, Blanca M Vivas A NOTARY PUBLIC,

PERSONALLY APPEARED Lori Ann christopher
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND. Blanca M Vivas
NOTARY'S SIGNATURE: Blanca M Vivas
NAME OF NOTARY (PLEASE PRINT): Blanca M Vivas
PRINCIPAL COUNTY OF BUSINESS: Los Angeles
MY COMMISSION NUMBER: 2413596
MY COMMISSION EXPIRES: 08-23-2026



STATEMENT OF THE PLANNING COMMISSION

I HEREBY STATE THAT THE TENTATIVE MAP FOR THIS FINAL MAP DESIGNATED AS "TRACT 10658, TOWN CENTER FLEX WAS DULY APPROVED BY THE CITY COUNCIL OF THE CITY OF GILROY ON _____

DATE: _____

SHARON GOEI
COMMUNITY DEVELOPMENT DIRECTOR
COMMUNITY DEVELOPMENT
CITY OF GILROY, CALIFORNIA

CERTIFICATE OF THE CITY CLERK

I HEREBY STATE THAT THIS FINAL MAP DESIGNATED AS "TRACT 10658, TOWN CENTER FLEX", CONSISTING OF SIX (6) SHEETS, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF GILROY AT A MEETING OF SAID COUNCIL HELD ON THE _____ DAY OF _____, 20____; AND THAT SAID COUNCIL DID ACCEPT ON BEHALF OF THE PUBLIC, THE DEDICATION OF THE "PUBLIC SERVICE EASEMENT" (PSE), THE "EMERGENCY VEHICLE ACCESS EASEMENT" (EVAE), AND THE "PUBLIC WATERLINE EASEMENT" (WLE), OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION, AS SHOWN ON THIS MAP.

DATE: _____

KIM MANCERA – CITY CLERK
OF THE CITY OF GILROY, CALIFORNIA

RECORDER'S CERTIFICATE

FILE NO. _____ FEE \$ _____ PAID. ACCEPTED FOR RECORD
AND FILED IN BOOK _____ OF MAPS AT PAGES _____, SANTA CLARA
COUNTY RECORDS, THIS _____ DAY OF _____, 20____ AT _____ M.,
AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY
REGINA ALCOMENDRAS, RECORDER
SANTA CLARA COUNTY, CALIFORNIA BY _____ DEPUTY

TRACT 10658
TOWN CENTER FLEX

CITY OF GILROY
SANTA CLARA COUNTY, CALIFORNIA

A SUBDIVISION OF "PARCEL P", AS SHOWN ON THE MAP ENTITLED
"TRACT 10472, TOWN CENTER", FILED SEPTEMBER 24, 2020, IN
BOOK 932 OF MAPS, AT PAGES 55 THROUGH 61, RECORDS OF
SANTA CLARA COUNTY, CALIFORNIA

Prepared By:
RUGGERI-JENSEN-AZAR
8055 Camino Arroyo, Gilroy, CA 95020
DECEMBER 2025

JOB #102009

SHEET 1 OF 6 SHEETS

BENEFICIARY STATEMENT

THE UNDERSIGNED, KB HOME SOUTH BAY INC., A CALIFORNIA CORPORATION, AS BENEFICIARY UNDER THE DEED OF TRUST RECORDED DECEMBER 15, 2025, AS DOCUMENT NUMBER 25918230, OFFICIAL RECORDS OF SANTA CLARA COUNTY, CALIFORNIA, DOES HEREBY JOIN IN AND CONSENT TO THE FOREGOING OWNERS' STATEMENT AND ALL DEDICATIONS SHOWN HEREIN.

KB HOME SOUTH BAY INC., A CALIFORNIA CORPORATION

BY: Jeffrey P. McMullen

NAME (PRINT): Jeffrey P. McMullen

TITLE: SVP

DATE: 1-7-26

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AT THE REQUEST OF THE CHRISTOPHER FAMILY PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP; D. CHRISTOPHER & SONS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY; CHRISTOPHER RANCH LLC, A CALIFORNIA LIMITED LIABILITY COMPANY; AND FILICE FAMILY ESTATE, A CALIFORNIA LIMITED PARTNERSHIP; IT IS BASED UPON A FIELD SURVEY PERFORMED BY ME OR UNDER MY DIRECTION, COMPLETED IN OCTOBER 2024, IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE, AND IS TRUE AND COMPLETE AS SHOWN. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE JANUARY 2028, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATE: 01/06/2026



Bryan Pierce
BRYAN PIERCE
PLS 8859

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP DESIGNATED AS "TRACT 10658, TOWN CENTER FLEX", AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

DATE: _____



Christopher Vandrey
CHRISTOPHER VANDREY, PLS
ACTING CITY SURVEYOR
CSG CONSULTANTS
PLS 8783

ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }
COUNTY OF Contra Costa }ss.

ON January 7, 2026 BEFORE ME, J. Fulop A NOTARY PUBLIC,

PERSONALLY APPEARED Jeffrey P. McMullen
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND,
NOTARY'S SIGNATURE: J. Fulop
NAME OF NOTARY (PLEASE PRINT): J. Fulop
PRINCIPAL COUNTY OF BUSINESS: Alameda
MY COMMISSION NUMBER: 2465178
MY COMMISSION EXPIRES: Oct 2, 2027

NOTES

A GEOTECHNICAL INVESTIGATION REPORT WAS PREPARED BY STEVENS, FERRONE & BAILEY ENGINEERING COMPANY, INC., PROJECT #742-8; DATED NOVEMBER 227, 2024, AND IS ON FILE WITH THE CITY OF GILROY.

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP DESIGNATED AS "TRACT 10658, TOWN CENTER FLEX"; THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT, AS AMENDED, AND OF ANY LOCAL ORDINANCE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATE: _____



Nisha Patel
NISHA PATEL, RCE
ACTING CITY ENGINEER
CITY OF GILROY, CALIFORNIA
RCE NO. 72491

**TRACT 10658
TOWN CENTER FLEX**

CITY OF GILROY
SANTA CLARA COUNTY, CALIFORNIA

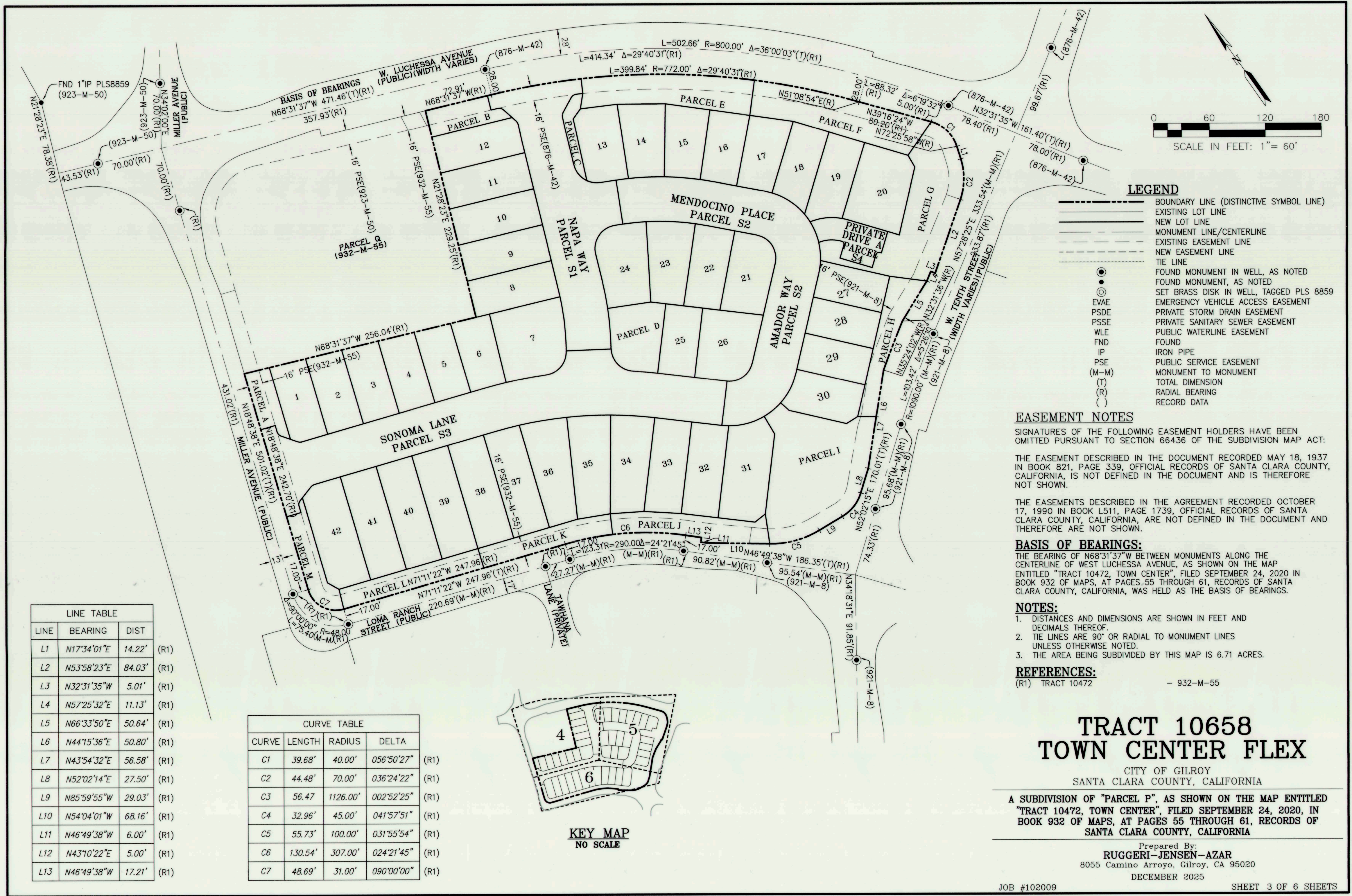
A SUBDIVISION OF "PARCEL P", AS SHOWN ON THE MAP ENTITLED "TRACT 10472, TOWN CENTER", FILED SEPTEMBER 24, 2020, IN BOOK 932 OF MAPS, AT PAGES 55 THROUGH 61, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA

Prepared By:
RUGGERI-JENSEN-AZAR
8055 Camino Arroyo, Gilroy, CA 95020

DECEMBER 2025

JOB #102009

SHEET 2 OF 6 SHEETS



LEGEND

---	BOUNDARY LINE (DISTINCTIVE SYMBOL LINE)
---	EXISTING LOT LINE
---	NEW LOT LINE
---	MONUMENT LINE/CENTERLINE
---	EXISTING EASEMENT LINE
---	NEW EASEMENT LINE
---	TIE LINE
●	FOUND MONUMENT IN WELL, AS NOTED
○	FOUND MONUMENT, AS NOTED
⊙	SET BRASS DISK IN WELL, TAGGED PLS 8859
⊙	EMERGENCY VEHICLE ACCESS EASEMENT
⊙	PRIVATE STORM DRAIN EASEMENT
⊙	PRIVATE SANITARY SEWER EASEMENT
⊙	PUBLIC WATERLINE EASEMENT
⊙	FOUND
⊙	IRON PIPE
⊙	PUBLIC SERVICE EASEMENT
(M-M)	MONUMENT TO MONUMENT
(T)	TOTAL DIMENSION
(R)	RADIAL BEARING
()	RECORD DATA

EASEMENT NOTES

SIGNATURES OF THE FOLLOWING EASEMENT HOLDERS HAVE BEEN OMITTED PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT:

THE EASEMENT DESCRIBED IN THE DOCUMENT RECORDED MAY 18, 1937 IN BOOK 821, PAGE 339, OFFICIAL RECORDS OF SANTA CLARA COUNTY, CALIFORNIA, IS NOT DEFINED IN THE DOCUMENT AND IS THEREFORE NOT SHOWN.

THE EASEMENTS DESCRIBED IN THE AGREEMENT RECORDED OCTOBER 17, 1990 IN BOOK L511, PAGE 1739, OFFICIAL RECORDS OF SANTA CLARA COUNTY, CALIFORNIA, ARE NOT DEFINED IN THE DOCUMENT AND THEREFORE ARE NOT SHOWN.

BASIS OF BEARINGS:

THE BEARING OF N68°31'37"W BETWEEN MONUMENTS ALONG THE CENTERLINE OF WEST LUCHESSA AVENUE, AS SHOWN ON THE MAP ENTITLED "TRACT 10472, TOWN CENTER", FILED SEPTEMBER 24, 2020 IN BOOK 932 OF MAPS, AT PAGES 55 THROUGH 61, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA, WAS HELD AS THE BASIS OF BEARINGS.

NOTES:

- DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
- TIE LINES ARE 90° OR RADIAL TO MONUMENT LINES UNLESS OTHERWISE NOTED.
- THE AREA BEING SUBDIVIDED BY THIS MAP IS 6.71 ACRES.

REFERENCES:

(R1) TRACT 10472 - 932-M-55

TRACT 10658 TOWN CENTER FLEX

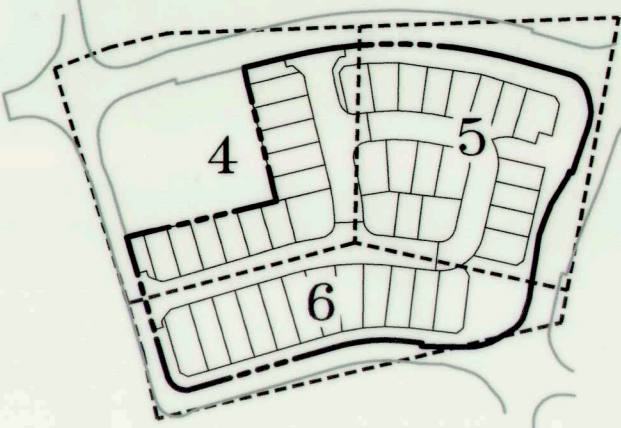
CITY OF GILROY
SANTA CLARA COUNTY, CALIFORNIA

A SUBDIVISION OF "PARCEL P", AS SHOWN ON THE MAP ENTITLED "TRACT 10472, TOWN CENTER", FILED SEPTEMBER 24, 2020, IN BOOK 932 OF MAPS, AT PAGES 55 THROUGH 61, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA

Prepared By:
RUGGERI-JENSEN-AZAR
8055 Camino Arroyo, Gilroy, CA 95020
DECEMBER 2025

LINE TABLE		
LINE	BEARING	DIST
L1	N17°34'01"E	14.22' (R1)
L2	N53°58'23"E	84.03' (R1)
L3	N32°31'35"W	5.01' (R1)
L4	N57°25'32"E	11.13' (R1)
L5	N66°33'50"E	50.64' (R1)
L6	N44°15'36"E	50.80' (R1)
L7	N43°54'32"E	56.58' (R1)
L8	N52°02'14"E	27.50' (R1)
L9	N85°59'55"W	29.03' (R1)
L10	N54°04'01"W	68.16' (R1)
L11	N46°49'38"W	6.00' (R1)
L12	N43°10'22"E	5.00' (R1)
L13	N46°49'38"W	17.21' (R1)

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	39.68'	40.00'	056°50'27" (R1)
C2	44.48'	70.00'	036°24'22" (R1)
C3	56.47'	1126.00'	002°52'25" (R1)
C4	32.96'	45.00'	041°57'51" (R1)
C5	55.73'	100.00'	031°55'54" (R1)
C6	130.54'	307.00'	024°21'45" (R1)
C7	48.69'	31.00'	090°00'00" (R1)



KEY MAP
NO SCALE



BASIS OF BEARINGS:
THE BEARING OF N68°31'37"W BETWEEN MONUMENTS ALONG THE CENTERLINE OF WEST LUCHESSA AVENUE, AS SHOWN ON THE MAP ENTITLED "TRACT 10472, TOWN CENTER", FILED SEPTEMBER 24, 2020 IN BOOK 932 OF MAPS, AT PAGES 55 THROUGH 61, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA, WAS HELD AS THE BASIS OF BEARINGS.

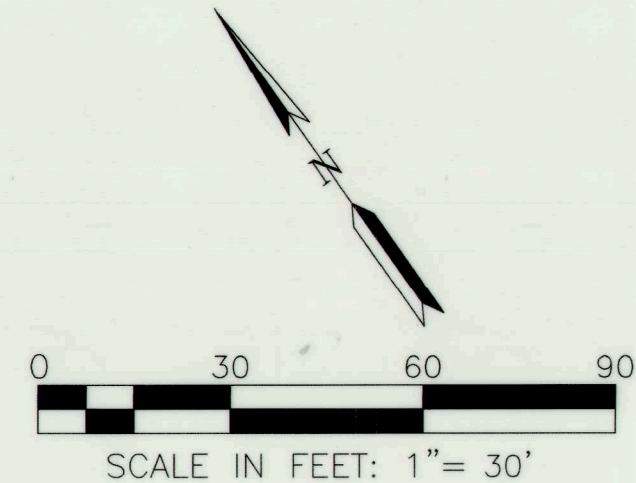
- NOTES:**
1. DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
 2. TIE LINES ARE 90° OR RADIAL TO MONUMENT LINES UNLESS OTHERWISE NOTED.
 3. THE AREA BEING SUBDIVIDED BY THIS MAP IS 6.71 ACRES.

REFERENCES:
(R1) TRACT 10472

- 932-M-55

LEGEND

- BOUNDARY LINE (DISTINCTIVE SYMBOL LINE)
- EXISTING LOT LINE
- NEW LOT LINE
- MONUMENT LINE/CENTERLINE
- EXISTING EASEMENT LINE
- NEW EASEMENT LINE
- TIE LINE
- FOUND MONUMENT IN WELL, AS NOTED
- FOUND MONUMENT, AS NOTED
- SET BRASS DISK IN WELL, TAGGED PLS 8859
- EMERGENCY VEHICLE ACCESS EASEMENT
- PRIVATE STORM DRAIN EASEMENT
- PRIVATE SANITARY SEWER EASEMENT
- PUBLIC WATERLINE EASEMENT
- FOUND
- IRON PIPE
- PUBLIC SERVICE EASEMENT
- MONUMENT TO MONUMENT
- TOTAL DIMENSION
- RADIAL BEARING
- RECORD DATA



LINE TABLE		
LINE	BEARING	DIST
L1	N21°28'23"E	16.00'
L2	N68°23'54"W	7.85'
L3	N13°21'46"W	19.19'
L4	N13°21'46"W	12.99'
L5	N32°42'58"E	11.32'
L6	N35°41'37"W	8.52'
L7	N35°41'37"W	11.08'
L8	N35°41'37"W	19.60'
L9	N18°48'38"E	7.62'
L10	N71°11'22"W	16.00'

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	5.76'	6.00'	055°02'09"
C2	3.98'	6.00'	037°58'48"
C3	17.23'	314.00'	003°08'39"
C4	4.61'	266.00'	000°59'32"
C5	3.72'	6.00'	035°29'45"
C6	5.71'	6.00'	054°30'15"
C7	17.63'	290.00'	003°28'57"

**TRACT 10658
TOWN CENTER FLEX**

CITY OF GILROY
SANTA CLARA COUNTY, CALIFORNIA

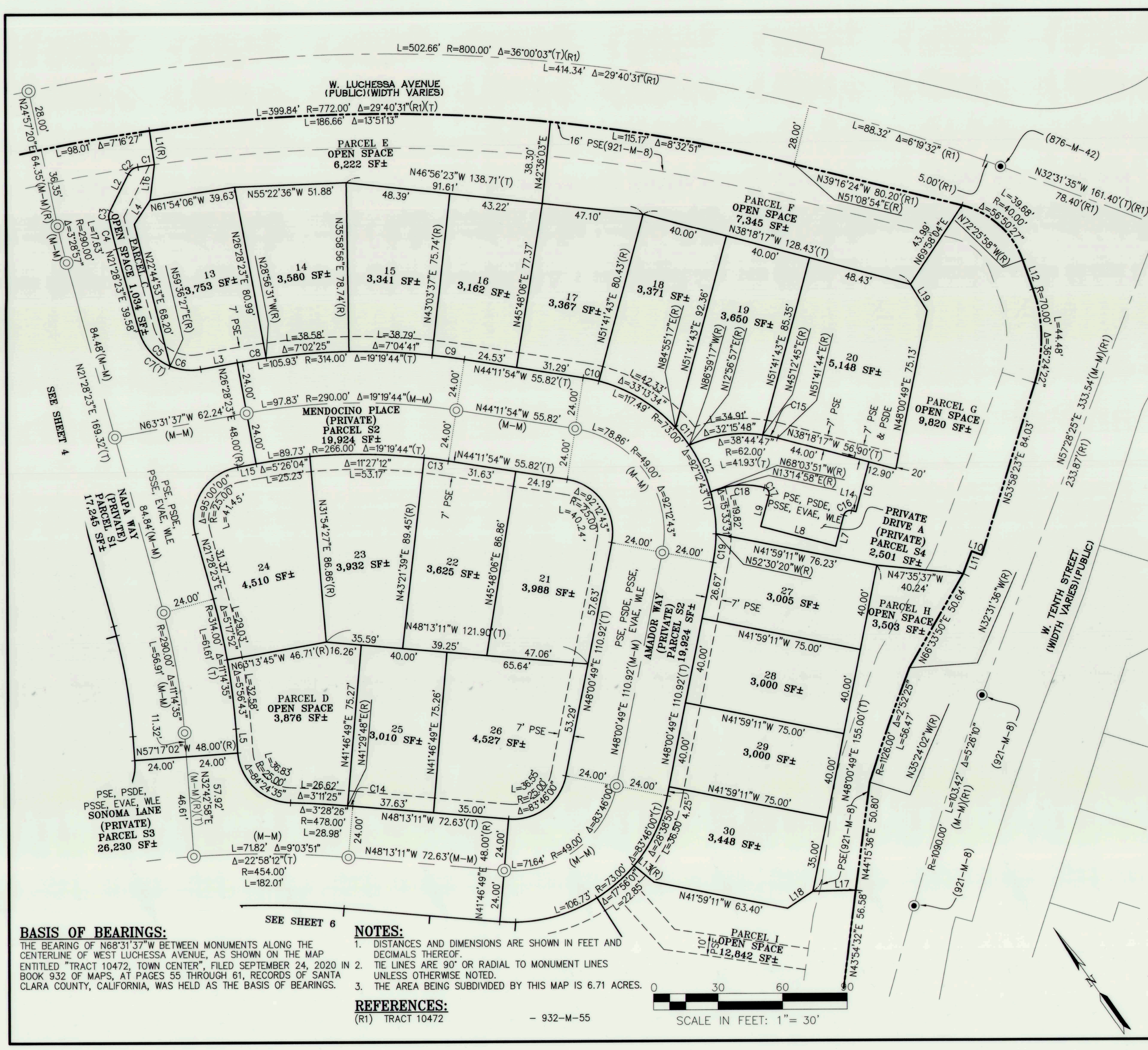
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Prepared By:
RUGGERI-JENSEN-AZAR
8055 Camino Arroyo, Gilroy, CA 95020

DECEMBER 2025

JOB #102009

SHEET 4 OF 6 SHEETS



LEGEND

--- BOUNDARY LINE (DISTINCTIVE SYMBOL LINE)
--- EXISTING LOT LINE
--- NEW LOT LINE
--- MONUMENT LINE/CENTERLINE
--- EXISTING EASEMENT LINE
--- NEW EASEMENT LINE
--- TIE LINE

● FOUND MONUMENT IN WELL, AS NOTED
● FOUND MONUMENT, AS NOTED
● SET BRASS DISK IN WELL, TAGGED PLS 8859

○ EVAE
○ PSDE
○ PSSE
○ WLE
○ FND
○ IP
○ PSE
(M-M)
(T)
(R)
()

EMERGENCY VEHICLE ACCESS EASEMENT
PRIVATE STORM DRAIN EASEMENT
PRIVATE SANITARY SEWER EASEMENT
PUBLIC WATERLINE EASEMENT
IRON PIPE
PUBLIC SERVICE EASEMENT
MONUMENT TO MONUMENT
TOTAL DIMENSION
RADIAL BEARING
RECORD DATA

LINE TABLE		
LINE	BEARING	DIST
L1	N28°44'50"E	16.00'
L2	N63°15'52"E	19.19'
L3	N63°31'37"W	17.34'
L4	N70°25'24"E	13.47'
L5	N32°42'58"E	11.32'
L6	N51°41'43"E	24.00'
L7	N51°41'43"E	15.00'
L8	N38°18'17"W	36.00'
L9	N51°41'43"E	15.00'
L10	N32°31'35"W	5.01'

LINE TABLE		
LINE	BEARING	DIST
L11	N57°25'32"E	11.13'
L12	N17°34'01"E	14.22'
L13	N13°20'21"W	12.00'
L14	N38°18'17"W	2.00'
L15	N63°31'37"W	8.76'
L16	N43°45'52"E	16.70'
L17	N54°32'27"W	19.86'
L18	N86°59'11"W	14.14'
L19	N04°51'16"E	14.59'

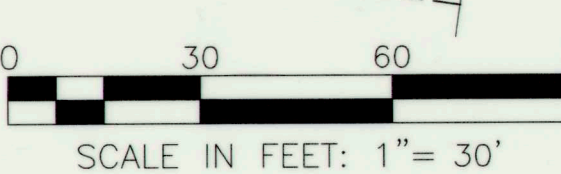
CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	7.77'	756.00'	000°35'20"
C2	5.75'	6.00'	054°53'38"
C3	4.06'	6.00'	038°43'22"
C4	14.25'	266.00'	003°04'07"
C5	22.63'	25.00'	051°51'56"
C6	14.46'	25.00'	033°08'04"
C7	37.09'	25.00'	085°00'00"
C8	13.53'	314.00'	002°28'08"
C9	15.02'	314.00'	002°44'30"
C10	7.51'	73.00'	005°53'37"

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C11	10.31'	73.00'	008°05'26"
C12	24.11'	73.00'	018°55'26"
C13	11.33'	266.00'	002°26'27"
C14	2.37'	478.00'	000°17'01"
C15	7.02'	62.00'	006°28'59"
C16	4.71'	3.00'	090°00'00"
C17	4.71'	3.00'	090°00'00"
C18	25.50'	38.00'	038°26'45"
C19	13.40'	73.00'	010°31'10"

BASIS OF BEARINGS:
THE BEARING OF N68°31'37"W BETWEEN MONUMENTS ALONG THE CENTERLINE OF WEST LUCHESSA AVENUE, AS SHOWN ON THE MAP ENTITLED "TRACT 10472, TOWN CENTER", FILED SEPTEMBER 24, 2020 IN BOOK 932 OF MAPS, AT PAGES 55 THROUGH 61, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA, WAS HELD AS THE BASIS OF BEARINGS.

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REFERENCES:
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TRACT 10658 TOWN CENTER FLEX

CITY OF GILROY
SANTA CLARA COUNTY, CALIFORNIA

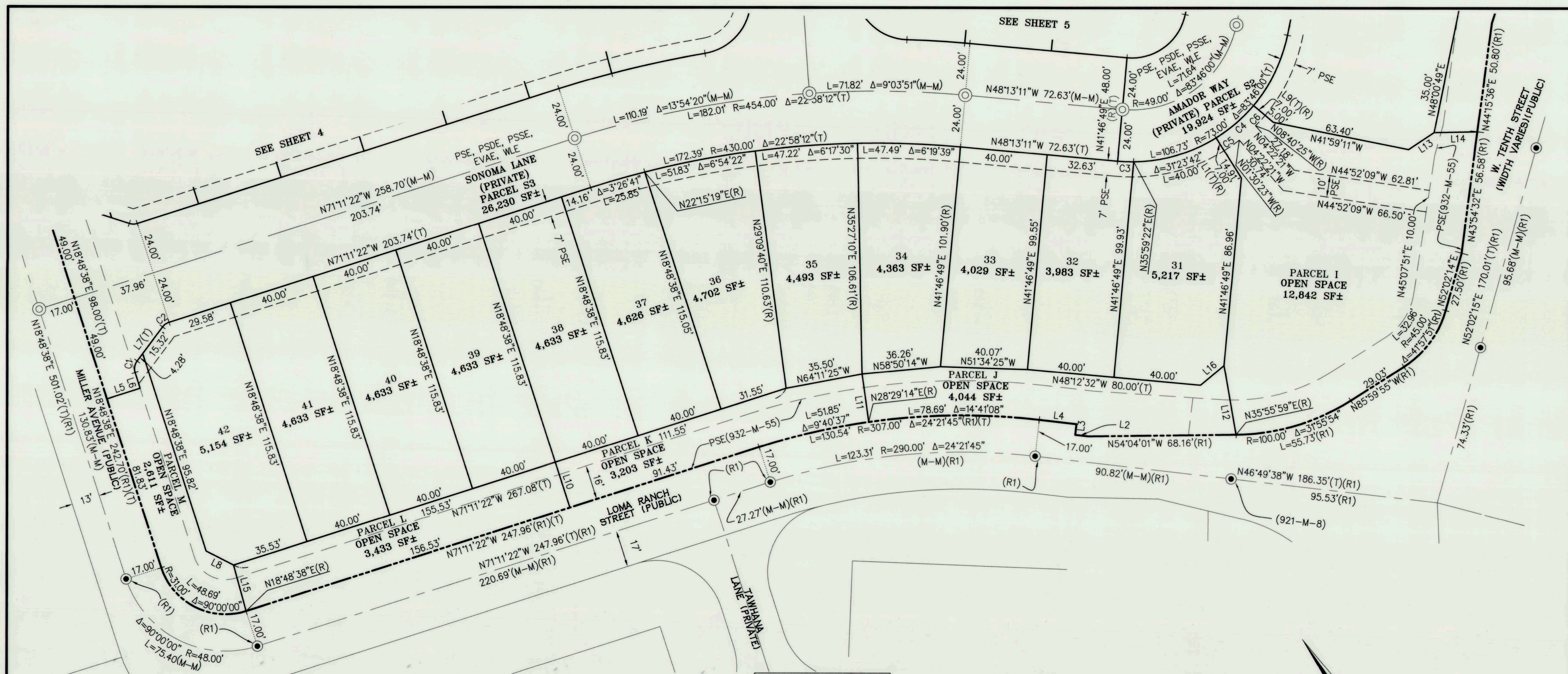
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Prepared By:
RUGGERI-JENSEN-AZAR
8055 Camino Arroyo, Gilroy, CA 95020

DECEMBER 2025

JOB #102009

SHEET 5 OF 6 SHEETS



LEGEND

---	BOUNDARY LINE (DISTINCTIVE SYMBOL LINE)
---	EXISTING LOT LINE
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⊙	FOUND
⊙	IRON PIPE
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(T)	TOTAL DIMENSION
(R)	RADIAL BEARING
()	RECORD DATA

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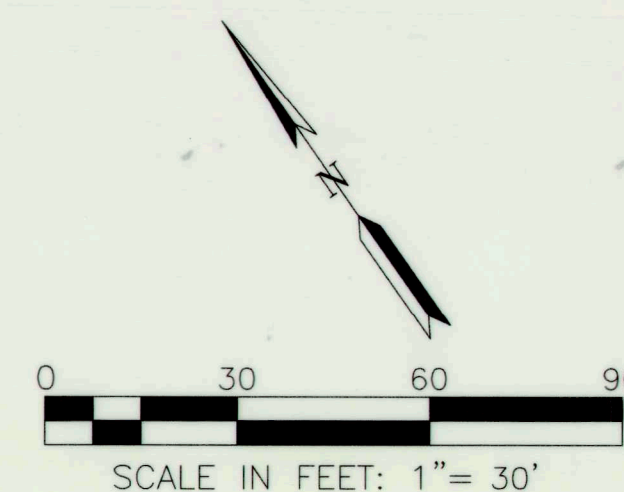
(R1) TRACT 10472 - 932-M-55

LINE TABLE

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L1	N04°35'40"E	21.91'
L2	N46°49'38"W	6.00' (R1)
L3	N43°10'22"E	5.00' (R1)
L4	N46°49'38"W	17.21' (R1)
L5	N71°11'22"W	16.00'
L6	N18°48'38"E	7.62'
L7	N73°18'52"E	19.60'
L8	N26°11'22"W	14.14'
L9	N13°20'21"W	12.00'
L10	N18°48'38"E	22.00'
L11	N28°28'21"E	22.36'
L12	N26°40'40"E	32.37'
L13	N86°59'11"W	14.14'
L14	N54°32'27"W	19.86'
L15	N21°24'47"E	22.02'
L16	N86°47'09"E	14.14'

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA
C1	5.71'	6.00'	054°30'15"
C2	3.72'	6.00'	035°29'45"
C3	7.38'	73.00'	005°47'28"
C4	22.85'	73.00'	017°56'01"
C5	8.52'	80.00'	006°06'03"
C6	6.51'	80.00'	004°39'56"



TRACT 10658 TOWN CENTER FLEX

CITY OF GILROY
SANTA CLARA COUNTY, CALIFORNIA

A SUBDIVISION OF "PARCEL P", AS SHOWN ON THE MAP ENTITLED "TRACT 10472, TOWN CENTER", FILED SEPTEMBER 24, 2020, IN BOOK 932 OF MAPS, AT PAGES 55 THROUGH 61, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA

Prepared By:
RUGGERI-JENSEN-AZAR
8055 Camino Arroyo, Gilroy, CA 95020
DECEMBER 2025

JOB #102009

SHEET 6 OF 6 SHEETS



City of Gilroy

STAFF REPORT

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

Meeting Date: February 23, 2026

From: Matt Morley, City Administrator

Department: Administrative Services

Submitted by: LeeAnn McPhillips, Interim Administrative Services & Human Resources Director/Risk Manager.

Prepared by: LeeAnn McPhillips, Interim Administrative Services & Human Resources Director/Risk Manager.

STRATEGIC PLAN GOALS: Not Applicable

RECOMMENDATION

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

EXECUTIVE SUMMARY

Based on the recommendation from the Municipal Pooling Authority (MPA) and/or legal counsel, the following claim is submitted to the City Council for rejection at the February 23, 2026 meeting:

- Claim of Cecilia Aparicio

BACKGROUND

n/a

ANALYSIS

n/a

ALTERNATIVES

n/a

FISCAL IMPACT/FUNDING SOURCE

n/a

PUBLIC OUTREACH

n/a

NEXT STEPS

n/a

Attachments:

1. Claim of Cecilia Aparicio for Agenda Packet 2.23.26

**CLAIM PRESENTED TO
THE CITY OF GILROY**

RECEIVED NOV 04 2025

Diam H.



Please read the instructions on the back before completing.

Claim #: _____

1. Full Name of Claimant: Cecilia Aparicio Claimant's Address: 3385 Hecker Pass Highway Claimant's City, State, Zip: Gilroy, CA 95020 Claimant's Email Address: cecytitan@gmail.com Claimant's Telephone Number, including area code: (408)665-2975	Reserved for Filing Stamp ☐ In person ☐ Mailed Police Report # (if applicable)						
2. If different from above, address to which notices regarding the claim should be sent (include the name, relationship to the claimant, and other contact information of anyone other than the claimant to whom notices regarding the claim should be sent): <table style="width: 100%;"> <tr> <td style="width: 50%;">First and Last Name Jessie Serna</td> <td style="width: 50%;">Relationship to Claimant Attorney for Claimant</td> </tr> <tr> <td>Address 1585 The Alameda, Suite 100, San Jose, CA 95126</td> <td>City, State, Zip:</td> </tr> <tr> <td>Email: jessie_serna_law@live.com</td> <td>Telephone number, including area code: (408)294-9002</td> </tr> </table>		First and Last Name Jessie Serna	Relationship to Claimant Attorney for Claimant	Address 1585 The Alameda, Suite 100, San Jose, CA 95126	City, State, Zip:	Email: jessie_serna_law@live.com	Telephone number, including area code: (408)294-9002
First and Last Name Jessie Serna	Relationship to Claimant Attorney for Claimant						
Address 1585 The Alameda, Suite 100, San Jose, CA 95126	City, State, Zip:						
Email: jessie_serna_law@live.com	Telephone number, including area code: (408)294-9002						
3. Date (Month/Day/Year) and time the injury, damage, or loss occurred: July 29, 2025, between 8:00pm to 8:30pm							
4. Specific location where the injury, damage, or loss occurred: Christmas Hill Park Ranch Site Addition 7049 Miller Avenue, Gilroy, CA 95020							
5. a. What happened (describe in as much detail as possible the circumstances that gave rise to the claim) and why is the City responsible? Ms. Aparicio was walking in the park when suddenly her right leg stepped into a deep hole that was covered and hidden by the tall grass causing her to fall on her knee and sustain a fractured right ankle. The City employees that maintained the park created a dangerous condition by not providing notice of the huge deep hole and failed to fill the hole with natural dirt to prevent injuries to visitors like Ms. Aparicio. Hole was 12 inches length by 6 inches deep. See attach photos. b. Name(s) and job title(s) of responsible City employee(s), if known. City of Gilroy and its maintenance, employees of the Christmas Hill Park							
6. Describe in as much detail as possible the injury, damage, or loss incurred: Ms. Aparicio suffered a fractured right ankle, distal fibula and sought medical care at Kaiser Hospital. She has medical bills and a substantial wage loss.							
7. Claim amount (if less than \$10,000): \$ 100,000.00	For amounts \$10,000 and over, please indicate whether the claim would be a limited civil case: ☐ Yes (Limited Civil Case) ☒ No (Unlimited Civil Case)						
8. How did you arrive at the amount claimed? Please attach documentation. Medical bills, wage loss and pain and suffering. See medical bills and wage loss. Pain and suffering is ongoing. Discovery is continuing as to bills and wage loss.							
9. Signature of Claimant or Representative <i>[Signature]</i>	Date Signed 11/04/25						



City of Gilroy

STAFF REPORT

Agenda Item Title: Approve Two On-Call Services Contracts for Upfitting of City Vehicles to Lehr Upfitters and NorCal Emergency Vehicle Installations (26-RFP-ADS-525) Each for an Up-To Amount of \$370,000 for FY 26 and FY 27

Meeting Date: February 23, 2026

From: Matt Morley, City Administrator

Department: Public Works

Submitted by: LeeAnn McPhillips, Interim Administrative Services & Human Resources Director/Risk Manager.
John Doughty, Public Works Director

Prepared by: LeeAnn McPhillips, Interim Administrative Services & Human Resources Director/Risk Manager. , John Doughty, Public Works Director, Walter Dunckel, Fleet and Facilities Superintendent

STRATEGIC PLAN GOALS: Not Applicable

RECOMMENDATION

1. Award on-call services contracts to Lehr Upfitters and NorCal Emergency Vehicle Installations each in the not to exceed amount of \$370,000 (26-RFP-ADS-525); and
2. Authorize the City Administrator to execute the contracts and associated documents.

EXECUTIVE SUMMARY

The Public Works Department recommends entering into two-year on-call services contracts with Lehr Upfitters and NorCal Emergency Vehicle Installations, to provide vehicle upfitting services. Upfitting services include the installation of radios, routing antenna wires, purchasing and installing emergency lighting and controls, sirens, gun racks, cages, and other specialized equipment on newly purchased vehicles.

An RFP for vehicle upfitting services (26-RFP-ADS-525) was issued, and the City received proposals from Lehr Upfitters OpCo, LLC and NorCal Emergency Vehicle Installations. No other proposals were received. Due to the limited number of emergency vehicle upfitters in the area, it is important to have more than one vendor available so timely upfitting can occur when a new vehicle is purchased and received. Staff designed the RFP to select and award contracts to multiple vendors. This allows the City to use a different vendor if one vendor has a longer wait time before they can schedule a vehicle for upfitting.

The contract term will be for the period of March 1, 2026 - June 30, 2027, and will cover the cost of vehicles needing upfitting in FY 26 and FY 27.

BACKGROUND

When the City purchases new vehicles for Police and Fire, most of these vehicles do not come fully equipped with radios, emergency lighting, sirens, gun racks, cages, and other specialized equipment. This equipment must be purchased and installed by vehicle upfitters who have trained personnel who are trained and focused solely on vehicle upfitting.

A Request For Proposals (RFP 26-RFP-ADS-525) resulted in two proposals being received. Proposals were received from Lehr Upfitters and NorCal Emergency Vehicle Installations. These proposals were evaluated by a review panel, and assessed based on experience, qualifications, capability, proximity, proposal quality, and fee schedule. Both Lehr Upfitters and NorCal Emergency Vehicle Installations received high scores.

The City has previously utilized both Lehr Upfitters and NorCal Emergency Vehicle Installations for vehicle upfitting needs. Staff from Fleet, Fire, and Police have been pleased with the services provided by both vendors to include quality of work and overall responsiveness.

These companies often provide services to other public agencies which means that wait times for unfitting can be long. Rather than contract with a single vendor, staff is recommending entering into contracts with both vendors. This will allow staff the flexibility to discuss delivery schedules with both and provide the work to the vendor that can provide services most expeditiously, so the vehicles can be put into service as quickly as possible.

ANALYSIS

The need for upfitting services is sporadic and varies from year to year based new vehicles included in the budget for purchase. At times there is a need to upfit multiple vehicles simultaneously and at other times there are no vehicles needing upfitting

services. Also, given the specialized nature of this work coupled with the need for immediate services when a purchased vehicle is received, the use of upfitting vendors is vital so critical equipment can be installed efficiently and effectively and new vehicles deployed. Both upfitting vendors are also available for the occasional repairs to the specialized equipment that may become necessary during the life of a vehicle and cannot be repaired by our in-house team.

ALTERNATIVES

The alternative would be to not award the contracts. This is not a viable option as the new vehicles need to be upfitted, and we do not have internal personnel with the capacity or training to perform this type of specialized vehicle upfitting. Given the limited number of qualified vendors in the area, completing another RFP process will not result in a different outcome.

FISCAL IMPACT/FUNDING SOURCE

The cost to upfit nine vehicles in FY 26 is estimated at \$260,000 and the cost to upfit five vehicles in FY 27 is estimated at \$110,000. Based on these estimates, the on-call service contract amounts with the two vendors for FY 26 and FY 27 are each set at \$370,000. It is currently unknown if all the work will be done by one vendor or spread across both vendors. The up to dollar amount will allow the flexibility to use the vendor that has the capacity to complete the work in a timely manner. The total cost over the two-year period across both vendors will not exceed \$370,000. There are sufficient resources included within the Fleet Fund budget (Fund 600) for FY 26 and 27 to cover this expense.

PUBLIC OUTREACH

N/A

NEXT STEPS

Upon Council's approval, the contracts with both vendors will be finalized and executed, allowing the contractor to begin upfitting new emergency vehicles.

Attachments:

1. Draft_Lehr_Agreement
2. Draft_NorCal_EVI_Agreement

AGREEMENT FOR SERVICES

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

This AGREEMENT made this 10th day of February, 2026, between:

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

and CONTRACTOR: Lehr Upfitters, having a principal place of business at 1590 Lana Way, #7,
Hollister, CA 95023.

ARTICLE 1. TERM OF AGREEMENT

This Agreement will become effective on March 1, 2026 and will continue in effect through June 30, 2027 unless terminated in accordance with the provisions of **Article 7** of this Agreement.

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

Initial

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

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

ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR

A. Specific Services

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

B. Method of Performing Services

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

C. Employment of Assistants

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

D. Place of Work

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

ARTICLE 4. COMPENSATION

A. Consideration

In consideration for the services to be performed by CONTRACTOR, CITY agrees to pay CONTRACTOR the amounts set forth in **Exhibit "D"** ("Payment Schedule"). In no event however shall the total compensation paid to CONTRACTOR exceed \$370,000.00.

B. Invoices

CONTRACTOR shall submit invoices for all services rendered.

C. Payment

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

D. Expenses

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

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

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

A. Tools and Instrumentalities

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

B. Workers’ Compensation

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

C. Indemnification of Liability, Duty to Defend

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

D. Insurance

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

E. Assignment

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

F. State and Federal Taxes

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

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

ARTICLE 6. OBLIGATIONS OF CITY

A. Cooperation of City

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

B. Assignment

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

ARTICLE 7. TERMINATION OF AGREEMENT

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

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

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

B. Termination by City for Default of CONTRACTOR

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

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

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

C. Termination for Failure to Make Agreed-Upon Payments

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

D. Transition after Termination

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

ARTICLE 8. GENERAL PROVISIONS

A. Amendment & Modification

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

B. Americans with Disabilities Act of 1990

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

C. Attorneys' Fees

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

D. Captions

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

E. Compliance with Laws

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

F. Conflict of Interest

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

G. Entire Agreement

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

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

H. Governing Law and Venue

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

I. Notices

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

J. Partial Invalidity

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

K. Time of the Essence

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

L. Waiver

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

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

CONTRACTOR:

CITY:

Lehr Upfitting

CITY OF GILROY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Social Security or Taxpayer
Identification Number _____

Approved as to Form

ATTEST:

City Attorney

City Clerk

EXHIBIT “A”
SPECIFIC PROVISIONS

I. PROJECT MANAGER

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

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

II. NOTICE TO PROCEED/COMPLETION OF SERVICE

A. NOTICE TO PROCEED

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

B. COMPLETION OF SERVICES

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

III. PROGRESS SCHEDULE

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

IV. PAYMENT OF FEES AND DIRECT EXPENSES

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

Direct expenses are charges and fees not included in **Exhibit “B”**. CITY shall be obligated to pay only for those direct expenses which have been previously approved in writing by CITY. CONTRACTOR shall obtain written approval from CITY prior to incurring or billing of direct expenses.

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

V. OTHER PROVISIONS

A. STANDARD OF WORKMANSHIP

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

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

B. RESPONSIBILITY OF CONTRACTOR

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

C. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

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

D. CONFIDENTIALITY OF MATERIAL

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

E. NO PLEDGING OF CITY'S CREDIT.

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

F. OWNERSHIP OF MATERIAL.

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

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

G. NO THIRD PARTY BENEFICIARY.

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

H. NOTICES.

Notices are to be sent as follows:

CITY: Walter Dunckel
City of Gilroy
7351 Rosanna Street
Gilroy, CA 95020

CONTRACTOR: _____

I. FEDERAL FUNDING REQUIREMENTS.

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

1. DBE Program

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

2. Cost Principles

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

3. Covenant against Contingent Fees

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

EXHIBIT “B”

SCOPE OF SERVICES

This agreement consists of providing on-call vehicle upfitting services for the City of Gilroy for our emergency vehicles (per, 26-RFP-ADS-525).

The City needs the following vehicles upfitted:

FY 26

Five Dodge Durango Pursuit vehicles

One Undercover vehicle

One Transport van

Two Ford F150 Responders

FY 27

Two Dodge Durango Pursuit or similar vehicles

One Undercover vehicle

Two Admin vehicles

Patrol Vehicle Equipment List to be purchased and installed - or equivalent agreed upon substitutions:

BK2019DUR21 Sentina PB450L Lighted Push Bumper ION TRIO R/B/W Durango

FK0400DUR21 Sentina PB5 PB300/400 Fender Wrap Durango

OEM Wig Wag

CH27.1.20 911 Circuit, Harness w/Timer

SA315P Whelen Siren Speakers 100W (2)

SAK1 Whelen speaker bracket universal (2)

EB8DEDE-52466 LEGACY DUO WECANX 48”

STPKT85 STRAP KIT DURANGO

NUS-2X Nutech, lightbar grommet

CSM (Customer Supplied Material) – Radio Antenna(s)

CSM – Modem Antenna

CSM – ICV antenna(s)

MBDD19 Whelen ION Mirror-Beam Housings – Pair Durango

MBI2E Whelen Mirror Beam ION Duo – Blue/White

MBI2D Whelen Mirror Beam ION Duo – Red/White

TCRWX5 Whelen WeCanX Tracer 5-Lamp Housing

TCRB44 Whelen Tracer Mounting Kit Durango

INV-CON-DN-DUR Innovative, Console, Dual Notched – Durango 12” slope Flat, Dual

Cuphldr

Armrest

Includes:

Innovative Mounting Plate

Innovative Standard Faceplate

Innovative Cup Holder

Innovative Arm rest

INV-CON-FP-0507-R Innovative, Console, Accessory Faceplate 3” Motorola 0507, Remote head

INV-CON-FP-CENCOM Innovative, Console, Accessory, Faceplate, 4”, Whelen, Cencom

INV-CON-FP-3 Innovative, Console, Accessory, Faceplate, 3”, Blank

INV-CON-FP-2 Innovative, Console, Accessory, Faceplate, 2”, Blank

CSM – Motorola Radio

CSM – In Car Video

CSM – Computer Dock/KB/Power

500-0001 Westin/Hint Tablet and Keyboard Mount – Double Post (TM5502UDB-UNIB-E)

MMSU-1 Mag Mic Magnetic Mic Kit

GK11191B1S Setina Dual T-Rail Gun Mount 1 Blac-Rac Lock/1 Shotgun Lock #2 Key

60CREGCS Whelen, 12 Diode Interior Light, 6” Round Surface Mount Split Red/White

Setina, #10Vs C RP Partition

PK0419DUR11 Includes:

PT2185DUR11 Setina, VS RP Partition Transfer Kit Durango

BR10LRSSCACPR Setina, #10 LR-SSCA BAR C Coated Poly RP

QK0634DUR11 Setina, Repl TPO Seat w/C Belts 11-* Durango

PK0316DUR112ND Setina Partition

WK0595DUR11 Setina Poly Window Barrier Durango

DK0100DUR11 Setina Door Panel TPO fits 2011-26 Durango

PSC0ADCR Whelen 6 LED Strip Light

TK0241DUR11 Setina Cargo Box DSC-Drawer/Sld/Combo BSN-Base/SldNo Lk

TPA9289 Setina Cargo Box Radio Tray

TLI2J Whelen ION T-Series DUO Red/Blue (2) Liftgate left/Right when open

TLI2J Whelen ION T-Series DUO Red/Blue (2) Left Right License Plate Area

I2J Whelen ION T-Series DUO Red/Blue (2) D Pillar Left/Right Windows

WK0040DUR11 Setina, Window Barrier Aluminum 3 Piece Cargo Area Durango

CSM Cradlepoint Modem

C399 Whelen Cencom Core WCX Remote Siren & Control Center

CCTL7 Whelen Core WXC 21 Push-Buttons & 4 Position Slide Control Head

C399K3 Whelen ODBII Cable Canport Kit Dodge

CEM16 Whelen Core WCX 16 Output Expansion Module

CV2V Whelen, Vehicle-To-Vehicle Sync Module

Undercover Vehicle Equipment List to be purchased and install - or equivalent agreed upon substitutions:

XI2E Whelen ION DUO Series Linear-LED Blue/White Smoked Lens

XI2D Whelen ION DUO Series Linear-LED Red/White Smoked Lens

WH1 Small Wire Harness

SA315P Whelen Siren Speaker

SAK9 Whelen Speaker Bracket Universal Swivel

SHA211-SF2SUM Sinclair Disguised Antenna 150-174 Mhz Uhf Male connector

ALPHA 5 Sti-Co Stinger Concealed Internal Antenna, 700-800 Mhz

XONR Whelen ION Series Super-LED Red w/Smoked lens

TIONBKT1 Whelen ION Series Super-LED Blue w/Smoked lens

ALPHASL Whelen Remote 200W Siren for Use w/Remote Switches

14-234 K4 Switch, Round Button Single Pole Rocker Switch (2)

NPN Momentary Switch for Air-Horn

CSM – Police Radio - Motorola APX7500 USED (Provided)

(Control Head and Mic in Center Console)

(Speaker under Seat)

XI2J Whelen, ION DUO Series Linear-LED Red/Blue smoked Lense (2)

VTX609R Whelen, Vertex Super-LED Omni Directional Light head Red

VTX609B Whelen, Vertex Super-LED Omni Directional Light Head Blue

60CREGCS Whelen, 12 Diode Interior Light, 6” Round Surface Mount Split Red/Wht

EXHIBIT “C”

MILESTONE SCHEDULE

All services within this agreement will be conducted on an on-call basis whenever requested by the City.

EXHIBIT “D”

PAYMENT SCHEDULE

The Contractor shall be compensated for all labor, materials and equipment, services and other reimbursible expenses in accordance with the cost schedule attached in exhibit D

Maximum Contract Amount: The total compensation payable under this Agreement for the term of the agreement shall not exceed Three Hundred Seventy Thousand Dollars (\$370,000).

Annual Allocation:

The annual allocation of the total contract amount shall be as follows:

Fiscal Year 2026: Two Hundred Sixty Thousand Dollars (\$260,000)

Fiscal Year 2027: Ninety Thousand Dollars (\$90,000)

Below is a breakdown of the pricing per patrol vehicle and undercover vehicle:

COST SUBMITTAL WORK SHEET – RFP

Your Company Name: LEHR Upfitter OpCo., LLC. dba LEHR / LEHR Auto

Contact Name: Mike McGee - N CA Territory Sales Manager

Contact Phone: (925) 303-9513

Contact Email: mmcgee@lehrauto.com

Cost Per Unit listed on the following pages shall be final and shall include all parts, labor, miscellaneous install materials, shipping costs, and taxes necessary to upfit the police vehicles per the specifications in this RFP. Please provide costs for Years 1-2 of the Contract, and optional years, i.e.: Years 3-4. Additional costs not accounted for within bid will not be covered by the City.

Please quote the vehicles price per FY. This cost will be rated with the point system (max 35 pts to lowest proposed price).

Cost Per Unit

Initial Contract Term (2yrs)		
	Patrol Vehicle	Unmarked Police Vehicle
Year 1	\$ 28,761.75	\$ 6,929.17
Year 2	\$ 29,960.16	\$ 7,217.89
Optional Two Year Extension		
Year 3	\$ 31,208.49	\$ 7,518.63
Year 4	\$ 32,508.85	\$ 7,831.91

* Above numbers past year (1) are estimated at 4% Average Increase based on annual increase from Equipment Manufacturers

* Above numbers for Patrol Vehicles are based on Whelen Equipment installed into Dodge Durango change to either equipment or platform will result in changes to associated costs.

2025 DURANGO PATROL VEHICLE

	PRODUCT #	DESCRIPTION	UNIT PRICE	TOTAL PRICE
Front Equipment				
1	BK2019DUR21	Sentina PB450L Lighted Push Bumper ION TRIO R/B/W Durango	884.25	884.25
2	FK0400DUR21	Sentina PB5 PB300/400 Fender Wrap Durango	509.25	509.25
3		OEM Wig Wag		
4	CH27.1.20	911 Circuit, Harness w/Timer	877.50	877.50
5	SA315P	Whelen Siren Speakers 100W (2)	199.99	399.98
6	SAK1	Whelen speaker bracket universal (2)	31.80	63.60
Roof Equipment:				
7	EB8DEDE-52466	LEGACY DUO WECANX 48"	2235.00	2235.00
8	STPKT85	STRAP KIT DURANGO	incl. w/purchase	incl.w/purchase
9	NUS-2X	Nutech, lightbar grommet	22.82	22.82
10		CSM (Customer Supplied Material) – Radio Antenna(s)		
11		CSM – Modem Antenna		
12		CSM – ICV antenna(s)		
13	MBDD19	Whelen ION Mirror-Beam Housings – Pair Durango	297.00	297.00
14	MBI2E	Whelen Mirror Beam ION Due – Blue/White	19.20	19.20
15	MBI2D	Whelen Mirror Beam ION Duo – Red/White	19.20	19.20
16	TCRWX5	Whelen WeCanX Tracer 5-Lamp Housing	999.00	1998.00
17	TCRB44	Whelen Tracer Mounting Kit Durango	33.00	66.00
18	INV-CON-DN-DUR	Innovative, Console, Dual Notched – Durango 12" slope Flat, Dual CupHldr Armrest Includes: Innovative Mounting Plate Innovative Standard Faceplate Innovative Cup Holder Innovative Arm rest	583.99	583.99
19	INV-CON-FP-0507-R	Innovative, Console, Accessory Faceplate 3" Motorola 0507, Remote head	incl. w/purchase	incl.w/purchase
20	INV-CON-FP-CENCOM	Innovative, Console, Accessory, Faceplate, 4", Whelen, Cencom	"	"
21	INV-CON-FP-3	Innovative, Console, Accessory, Faceplate, 3", Blank	"	"
22	INV-CON-FP-2	Innovative, Console, Accessory, Faceplate, 2", Blank	"	"
23		CSM – Motorola Radio	customer	customer
24		CSM – In Car Video	"	"
25		CSM – Computer Dock/KB/Power	"	"
26	500-0001	Westin/Hint Tablet and Keyboard Mount – Double Post (TM-5502UDB-UNIB-E)	742.90	742.90
27	MMSU-1	Mag Mic Magnetic Mic Kit	35.95	107.86
28	GK11191B1S	Setina Dual T-Rail Gun Mount 1 Blac-Rac Lock/1 Shotgun Lock #2 Key	794.25	794.25
29	60CREGCS	Whelen, 12 Diode Interior Light, 6" Round Surface Mount Split Red/White	154.80	154.80

Prisoner Compartment				
30		Setina, #10Vs C RP Partition		
31	PK0419DUR11	Includes: PT2185DUR11 Setina, VS RP Partition Transfer Kit Durango BR10LRSSCACPR Setina, #10 LR-SSCA BAR C Coated Poly RP	824.25	824.25
32	QK0634DUR11	Setina, Repl TPO Seat w/C Belts 11-* Durango	824.25	824.25
33	PK0316DUR112ND	Setina Partition	516.75	516.75
34	WK0595DUR11	Setina Poly Window Barrier Durango	269.25	269.25
35	DK0100DUR11	Setina Door Panel TPO fits 2011-26 Durango	254.25	254.25
36	PSC0ADCR	Whelen 6 LED Strip Light	70.20	70.20
Options – Back end Equipment				
37	TK0241DUR11	Setina Cargo Box DSC-Drawer/Slid/Combo BSN-Base/SlidNo Lk Durango	1409.25	1409.25
38	TPA9289	Setina Cargo Box Radio Tray	292.49	292.49
39	TLI2J	Whelen ION T-Series DUO Red/Blue (2) Liftgate left/Right when open	104.99	209.98
40	TLI2J	Whelen ION T-Series DUO Red/Blue (2) Left Right License Plate Area	104.99	209.98
41	I2J	Whelen ION T-Series DUO Red/Blue (2) D Pillar Left/Right Windows	117.00	234.00
42	WK0040DUR11	Setina, Window Barrier Aluminum 3 Piece Cargo Area Durango	366.75	366.75
43		CSM Cradlepoint Modem	customer	customer
44	C399	Whelen Cencom Core WCX Remote Siren & Control Center	1109.00	1109.00
45	CCTL7	Whelen Core WXC 21 Push-Buttons & 4 Position Slide Control Head	incl.w/purchase	incl.w/purchase
46	C399K3	Whelen ODBII Cable Canport Kit Dodge	"	"
47	CEM16	Whelen Core WCX 16 Output Expansion Module	175.20	175.20
48	CV2V	Whelen, Vehicle-To-Vehicle Sync Module	222.60	222.60
49	INSTALLATION	INSTALLATION CHARGES (LABOR)		9100.00
50	INSTALL MATERIALS	MISC INSTALL MATERIALS		195.00
51	SHIPPING CHARGES	SHIPPING CHARGES FOR UPFITTING ITEMS		325.00
52	TAX	TOTAL TAX		2377.95
53	TOTAL	TOTAL		28,761.75

Optional / As-Needed Services (Not Included in Total Above):

- **Travel Time:** \$200/hour (Based on Google Maps drive time)
- **Field Labor Rate:** \$200/hour

May be covered if vehicle is under New Build Warranty

Optional service costs apply only if requested by the County.

UNMARKED POLICE VEHICLE

	PRODUCT #	DESCRIPTION	UNIT PRICE	TOTAL PRICE
Front End Equipment				
1	XI2E	Whelen ION DUO Series Linear-LED Blue/White Smoked Lens	131.40	131.40
2	XI2D	Whelen ION DUO Series Linear-LED Red/White Smoked Lens	131.40	131.40
		Behind Front Grill Upper L/R		
3	WH1	Small Wire Harness	175.00	175.00
4	SA315P	Whelen Siren Speaker	199.99	199.99
5	SAK9	Whelen Speaker Bracket Universal Swivel	31.80	31.80
Undercover Antennas				
6	SHA211-SF2SUM	Sinclair Disguised Antenna 150-174 Mhz Uhf Male connector	507.20	507.20
7	ALPHA 5	Sti-Co Stinger Concealed Internal Antenna, 700-800 Mhz	122.68	122.68
Drivers Compartment Equipment				
8	XONR	Whelen ION Series Super-LED Red w/Smoked lens	109.95	109.95
9	TIONBKT1	Whelen ION Series Super-LED Blue w/Smoked lens		
		Front Window L/R		
10	ALPHASL	Whelen Remote 200W Siren for Use w/Remote Switches	191.40	191.40
11	I4-234	K4 Switch, Round Button Single Pole Rocker Switch (2)	7.22	14.44
12	NPN	Momentary Switch for Air-Horn	10.00	10.00
13		CSM – Police Radio - Motorola APX7500 USED (Provided)		
		(Control Head and Mic in Center Console)		
		(Speaker under Seat)		
Back end Equipment				
14	XI2J	Whelen, ION DUO Series Linear-LED Red/Blue smoked Lense (2) (Rear Window L/R Bottom Mount)	131.40	262.80
15	VTX609R	Whelen, Vertex Super-LED Omni Directional Light head Red	83.95	83.95
16	VTX609B	Whelen, Vertex Super-LED Omni Directional Light Head Blue	83.95	83.95
17	60CREGCS	Whelen, 12 Diode Interior Light, 6" Round Surface Mount Split Red/Wht	154.80	154.80
18	INSTALLATION	INSTALLATION CHARGES (LABOR)		3,780.00
19	INSTALL MATERIALS	MISC INSTALL MATERIALS		125.00
20	SHIPPING CHARGES	SHIPPING CHARGES FOR UPFITTING ITEMS		45.00
21	TAX	TOTAL TAX		575.66
22	TOTAL	TOTAL		6929.17

Optional / As-Needed Services (Not Included in Total Above):

- **Travel Time:** \$200/hour (Based on Google Maps drive time)
- **Field Labor Rate:** \$200/hour

May be covered if vehicle is under New Build Warranty

Optional service costs apply only if requested by the County.

AGREEMENT FOR SERVICES

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

This AGREEMENT made this 10th day of February, 2026, between:

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

and CONTRACTOR: NorCal Emergency Vehicle Installations, having a principal place of business at 200 E San Martin Rd, San Martin, CA 95046.

ARTICLE 1. TERM OF AGREEMENT

This Agreement will become effective on March 1, 2026 and will continue in effect through June 30, 2027 unless terminated in accordance with the provisions of **Article 7** of this Agreement.

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

Initial

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

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

ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR

A. Specific Services

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

B. Method of Performing Services

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

C. Employment of Assistants

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

D. Place of Work

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

ARTICLE 4. COMPENSATION

A. Consideration

In consideration for the services to be performed by CONTRACTOR, CITY agrees to pay CONTRACTOR the amounts set forth in **Exhibit "D"** ("Payment Schedule"). In no event however shall the total compensation paid to CONTRACTOR exceed \$370,000.

B. Invoices

CONTRACTOR shall submit invoices for all services rendered.

C. Payment

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

D. Expenses

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

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

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

A. Tools and Instrumentalities

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

B. Workers’ Compensation

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

C. Indemnification of Liability, Duty to Defend

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

D. Insurance

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

E. Assignment

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

F. State and Federal Taxes

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

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

ARTICLE 6. OBLIGATIONS OF CITY

A. Cooperation of City

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

B. Assignment

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

ARTICLE 7. TERMINATION OF AGREEMENT

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

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

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

B. Termination by City for Default of CONTRACTOR

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

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

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

C. Termination for Failure to Make Agreed-Upon Payments

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

D. Transition after Termination

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

ARTICLE 8. GENERAL PROVISIONS

A. Amendment & Modification

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

B. Americans with Disabilities Act of 1990

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

C. Attorneys' Fees

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

D. Captions

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

E. Compliance with Laws

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

F. Conflict of Interest

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

G. Entire Agreement

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

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

H. Governing Law and Venue

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

I. Notices

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

J. Partial Invalidity

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

K. Time of the Essence

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

L. Waiver

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

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

CONTRACTOR:

CITY:

NorCal Emergency Vehicle Installations

CITY OF GILROY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Social Security or Taxpayer
Identification Number _____

Approved as to Form

ATTEST:

City Attorney

City Clerk

EXHIBIT “A”
SPECIFIC PROVISIONS

I. PROJECT MANAGER

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

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

II. NOTICE TO PROCEED/COMPLETION OF SERVICE

A. NOTICE TO PROCEED

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

B. COMPLETION OF SERVICES

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

III. PROGRESS SCHEDULE

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

IV. PAYMENT OF FEES AND DIRECT EXPENSES

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

Direct expenses are charges and fees not included in **Exhibit “B”**. CITY shall be obligated to pay only for those direct expenses which have been previously approved in writing by CITY. CONTRACTOR shall obtain written approval from CITY prior to incurring or billing of direct expenses.

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

V. OTHER PROVISIONS

A. STANDARD OF WORKMANSHIP

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

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

B. RESPONSIBILITY OF CONTRACTOR

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

C. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

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

D. CONFIDENTIALITY OF MATERIAL

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

E. NO PLEDGING OF CITY'S CREDIT.

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

F. OWNERSHIP OF MATERIAL.

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

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

G. NO THIRD PARTY BENEFICIARY.

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

H. NOTICES.

Notices are to be sent as follows:

CITY: Walter Dunckel
City of Gilroy
7351 Rosanna Street
Gilroy, CA 95020

CONTRACTOR: _____

I. FEDERAL FUNDING REQUIREMENTS.

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

1. DBE Program

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

2. Cost Principles

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

3. Covenant against Contingent Fees

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

EXHIBIT “B”

SCOPE OF SERVICES

This agreement consists of providing on-call vehicle upfitting services for the City of Gilroy for our emergency vehicles (per 26-RFP-ADS-525).

The City needs the following vehicles upfitted:

FY 26

Five Dodge Durango Pursuit vehicles

One Undercover vehicle

One Transport van

Two Ford F150 Responders

FY 27

Two Dodge Durango Pursuit or similar vehicles

One Undercover vehicle

Two Admin vehicles

Patrol Vehicle Equipment List to be purchased and installed - or equivalent agreed upon substitutions:

BK2019DUR21 Sentina PB450L Lighted Push Bumper ION TRIO R/B/W Durango

FK0400DUR21 Sentina PB5 PB300/400 Fender Wrap Durango

OEM Wig Wag

CH27.1.20 911 Circuit, Harness w/Timer

SA315P Whelen Siren Speakers 100W (2)

SAK1 Whelen speaker bracket universal (2)

EB8DEDE-52466 LEGACY DUO WECANX 48”

STPKT85 STRAP KIT DURANGO

NUS-2X Nutech, lightbar grommet

CSM (Customer Supplied Material) – Radio Antenna(s)

CSM – Modem Antenna

CSM – ICV antenna(s)

MBDD19 Whelen ION Mirror-Beam Housings – Pair Durango

MBI2E Whelen Mirror Beam ION Duo – Blue/White

MBI2D Whelen Mirror Beam ION Duo – Red/White

TCRWX5 Whelen WeCanX Tracer 5-Lamp Housing

TCRB44 Whelen Tracer Mounting Kit Durango

INV-CON-DN-DUR Innovative, Console, Dual Notched – Durango 12” slope Flat, Dual

Cuphldr

Armrest

Includes:

Innovative Mounting Plate

Innovative Standard Faceplate

Innovative Cup Holder

Innovative Arm rest

INV-CON-FP-0507-R Innovative, Console, Accessory Faceplate 3” Motorola 0507, Remote head

INV-CON-FP-CENCOM Innovative, Console, Accessory, Faceplate, 4”, Whelen, Cencom

INV-CON-FP-3 Innovative, Console, Accessory, Faceplate, 3”, Blank

INV-CON-FP-2 Innovative, Console, Accessory, Faceplate, 2”, Blank

CSM – Motorola Radio

CSM – In Car Video

CSM – Computer Dock/KB/Power

500-0001 Westin/Hint Tablet and Keyboard Mount – Double Post (TM5502UDB-UNIB-E)

MMSU-1 Mag Mic Magnetic Mic Kit

GK11191B1S Setina Dual T-Rail Gun Mount 1 Blac-Rac Lock/1 Shotgun Lock #2 Key

60CREGCS Whelen, 12 Diode Interior Light, 6” Round Surface Mount Split Red/White

Setina, #10Vs C RP Partition

PK0419DUR11 Includes:

PT2185DUR11 Setina, VS RP Partition Transfer Kit Durango

BR10LRSSCACPR Setina, #10 LR-SSCA BAR C Coated Poly RP

QK0634DUR11 Setina, Repl TPO Seat w/C Belts 11-* Durango

PK0316DUR112ND Setina Partition

WK0595DUR11 Setina Poly Window Barrier Durango

DK0100DUR11 Setina Door Panel TPO fits 2011-26 Durango

PSC0ADCR Whelen 6 LED Strip Light

TK0241DUR11 Setina Cargo Box DSC-Drawer/Sld/Combo BSN-Base/SldNo Lk

TPA9289 Setina Cargo Box Radio Tray

TLI2J Whelen ION T-Series DUO Red/Blue (2) Liftgate left/Right when open

TLI2J Whelen ION T-Series DUO Red/Blue (2) Left Right License Plate Area

I2J Whelen ION T-Series DUO Red/Blue (2) D Pillar Left/Right Windows

WK0040DUR11 Setina, Window Barrier Aluminum 3 Piece Cargo Area Durango

CSM Cradlepoint Modem

C399 Whelen Cencom Core WCX Remote Siren & Control Center

CCTL7 Whelen Core WXC 21 Push-Buttons & 4 Position Slide Control Head

C399K3 Whelen ODBII Cable Canport Kit Dodge

CEM16 Whelen Core WCX 16 Output Expansion Module

CV2V Whelen, Vehicle-To-Vehicle Sync Module

Undercover Vehicle Equipment List to be purchased and install - or equivalent agreed upon substitutions:

XI2E Whelen ION DUO Series Linear-LED Blue/White Smoked Lens

XI2D Whelen ION DUO Series Linear-LED Red/White Smoked Lens

WH1 Small Wire Harness

SA315P Whelen Siren Speaker

SAK9 Whelen Speaker Bracket Universal Swivel

SHA211-SF2SUM Sinclair Disguised Antenna 150-174 Mhz Uhf Male connector

ALPHA 5 Sti-Co Stinger Concealed Internal Antenna, 700-800 Mhz

XONR Whelen ION Series Super-LED Red w/Smoked lens

TIONBKT1 Whelen ION Series Super-LED Blue w/Smoked lens

ALPHASL Whelen Remote 200W Siren for Use w/Remote Switches

14-234 K4 Switch, Round Button Single Pole Rocker Switch (2)

NPN Momentary Switch for Air-Horn

CSM – Police Radio - Motorola APX7500 USED (Provided)

(Control Head and Mic in Center Console)

(Speaker under Seat)

XI2J Whelen, ION DUO Series Linear-LED Red/Blue smoked Lense (2)

VTX609R Whelen, Vertex Super-LED Omni Directional Light head Red

VTX609B Whelen, Vertex Super-LED Omni Directional Light Head Blue

60CREGCS Whelen, 12 Diode Interior Light, 6” Round Surface Mount Split Red/Wht

EXHIBIT “C”

MILESTONE SCHEDULE

All services within this agreement will be conducted on an on-call basis whenever requested by the City.

EXHIBIT “D”

PAYMENT SCHEDULE

The Contractor shall be compensated for all labor, materials and equipment, services and other reimbursible expenses in accordance with the cost schedule attached in exhibit D

Maximum Contract Amount: The total compensation payable under this Agreement for the term of the agreement shall not exceed Three Hundred Seventy Thousand Dollars (\$370,000).

Annual Allocation:

The annual allocation of the total contract amount shall be as follows:

Fiscal Year 2026: Two Hundred Sixty Thousand Dollars (\$260,000)

Fiscal Year 2027: Ninety Thousand Dollars (\$90,000)

Below is a breakdown of the pricing per patrol vehicle and undercover vehicle:

COST SUBMITTAL WORK SHEET – RFP

Your Company Name:

Nor Cal Emergency Vehicle Installation

Contact Name:

Kyle Amidon

Contact Phone:

408-509 6271

Contact Email:

NorCalEVI@Yahoo.com

Cost Per Unit listed on the following pages shall be final and shall include all parts, labor, miscellaneous install materials, shipping costs, and taxes necessary to upfit the police vehicles per the specifications in this RFP. Please provide costs for Years 1-2 of the Contract, and optional years, i.e.: Years 3-4. Additional costs not accounted for within bid will not be covered by the City.

Please quote the vehicles price per FY. This cost will be rated with the point system (max 35 pts to lowest proposed price).

Cost Per Unit

Initial Contract Term (2yrs)		
	Patrol Vehicle	Unmarked Police Vehicle
Year 1	\$ 25,364.03	\$ 8044.91
Year 2	\$ 26,632.23	\$ 8447.15
Optional Two Year Extension		
Year 3	\$ 27,963.84	\$ 8869.50
Year 4	\$ 29,362.03	\$ 9312.97



NorCalEVI

NorCalEVI - Northern California's Emergency Vehicle Installations

Walter Dunkel
city of gilroy
613 Old Gilroy St
Gilroy, CA 95020

✉ walter.dunkel@cityofgilroy.org

ESTIMATE	#266435
ESTIMATE DATE	Oct 17, 2025
TOTAL	\$25,364.03

CONTACT US

200 E San Martin RD , UNIT 960
san martin, CA 95046

☎ (408) 509-6271
✉ norcalevi@yahoo.com

ESTIMATE

Services	qty	unit price	amount
Estimate for Bid Proposal	1.0	\$0.00	\$0.00
Patrol durango			
Westin Push bumper Elite	1.0	\$510.00	\$510.00
Westin Pit Wrap Elite	1.0	\$310.00	\$310.00
oem wig wag	1.0	\$0.00	\$0.00
wiring kit with materials	1.0	\$630.00	\$630.00
wire, loom, connectors, hardware, ties, MISC materials			
100 watt siren speakers	2.0	\$129.00	\$258.00
speaker bracket	1.0	\$0.00	\$0.00
N/A			
Soundoff signal NXT Bar 54"	1.0	\$2,940.00	\$2,940.00
with opticom built in			
Strap kit	1.0	\$0.00	\$0.00
N/A			
Lightbar grommet	1.0	\$0.00	\$0.00
N/A			
CSM	1.0	\$0.00	\$0.00
provided by customer--			
radio antennas - Cradle point antenna			
perimeter leds	16.0	\$137.00	\$2,192.00
side mirrors 2 Rw-Bw			
under mirrors 2 RWB-RWB			
push bar 2 Rw/Bw			
side push bar 2 Rw-Bw			
pit wraps 2 Rw-Bw			
side Quarter panel windows 2 RB-RB			

Rear hatch 2R/A-B/A

Rear License plate 2 R/A-B/A

SL Runner RWB 72" running board leds	2.0	\$440.00	\$880.00
innovative console -fp-0507-R	1.0	\$630.00	\$630.00
customer provided equipment motorola radio axon tablet dock & keyboard Cradle ppoint	1.0	\$0.00	\$0.00
computer tablet stand with keyboard 500-0013	1.0	\$605.00	\$605.00
Magnetic mics	2.0	\$42.00	\$84.00
Dual weapon rack - Jotlo	1.0	\$395.00	\$395.00
Dome light N/A factory provided	1.0	\$0.00	\$0.00
Westin Defender front partition	1.0	\$820.00	\$820.00
Defender Rear partition	1.0	\$540.00	\$540.00
Westin Prisoner seat - with ready buckle	1.0	\$860.00	\$860.00
Window bars - Westin	1.0	\$349.00	\$349.00
Door panels - Westin	1.0	\$299.00	\$299.00
Storage system - innovative - single drawer	1.0	\$1,940.00	\$1,940.00
Radio tray N/A factory with our build	1.0	\$0.00	\$0.00
Proguard - Rear window screen kit cargo area screens	1.0	\$460.00	\$460.00
Soundoff 500 series blueprint system	1.0	\$1,160.00	\$1,160.00
OBD mod -	1.0	\$299.00	\$299.00
Sync mod - V2V	1.0	\$199.00	\$199.00
Remote nodes with harness	3.0	\$260.00	\$780.00

Services subtotal: \$17,140.00

Materials	qty	unit price	amount
Shipping	1.0	\$660.00	\$660.00
Freight for metals & all misc parts			
Labor	40.0	\$150.00	\$6,000.00

Materials subtotal: \$6,660.00



Subtotal	\$23,800.00
Tax (San Martin Tax Rate 9.125%)	\$1,564.03
Total	\$25,364.03

Total	\$25,364.03
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NOR*CAL*EVI

**NorCalEVI - Northern California's
Emergency Vehicle Installations**

Walter Dunckel

city of gilroy

613 Old Gilroy St

Gilroy, CA 95020

✉ walter.dunckel@cityofgilroy.org

ESTIMATE

#266436

ESTIMATE DATE

Oct 17, 2025

TOTAL

\$8,044.91

CONTACT US

200 E San Martin RD , UNIT 960
san martin, CA 95046

☎ (408) 509-6271

✉ norcalevi@yahoo.com

ESTIMATE

Services	qty	unit price	amount
unmarked patrol cars	1.0	\$0.00	\$0.00
tinted lights - Low profile			
all title13 compliant tones & lighting			
Perimeter leds	8.0	\$137.00	\$1,096.00
grill - 4			
side windows -2			
rear window - 2			
100 watt siren speaker	1.0	\$129.00	\$129.00
Whelen 100 watt Alpha remote UC siren with PA	1.0	\$399.00	\$399.00
Rotary knob with air horn button & wiring kit	1.0	\$239.00	\$239.00
windshield Leds	2.0	\$166.20	\$332.40
Vertex hide away leds	6.0	\$109.00	\$654.00
Front headlights & rear Reverse lights			
Tail light flasher kit	1.0	\$169.99	\$169.99

Materials	1.0	\$390.00	\$390.00
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Services subtotal: \$3,409.39

Materials	qty	unit price	amount
Shipping	1.0	\$160.00	\$160.00
Labor	28.0	\$150.00	\$4,200.00

Materials subtotal: \$4,360.00

Subtotal	\$7,769.39
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Tax (San Martin Tax Rate 9.125%)	\$275.52
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Total	\$8,044.91
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NorCalEVI - Northern California's
Emergency Vehicle Installations
22-09668 <http://www.norcalevi.com>



City of Gilroy

STAFF REPORT

Agenda Item Title: Drone as First Responder (DFR) Pilot Program and BRINC/Motorola “Takeoff Program”

Meeting Date: February 23, 2026

From: Matt Morley, City Administrator

Department: Police

Submitted by:

Prepared by: Scot Smithee, Interim Police Chief

STRATEGIC PLAN GOALS: Not Applicable

RECOMMENDATION

1. Approve the establishment of a Drone as First Responder (DFR) Pilot Program for the Gilroy Police Department; and
2. Authorize the City Administrator to execute the BRINC/Motorola Solutions Takeoff Program agreement (Sourcewell Contract #030425-MOT and associated addendum/SOW documents) for a six-year program term, with Year 1 at no cost and Years 2–6 subscription costs subject to annual budget appropriation.

EXECUTIVE SUMMARY

This staff report proposes implementing a Drone as First Responder (DFR) pilot program utilizing the BRINC Responder w/Station DFR solution through Motorola Solutions (Takeoff Program). DFR enables remotely operated drones to be rapidly dispatched to priority calls for service, providing real-time situational awareness, improving officer and community safety, and supporting de-escalation and informed decision-making prior to officer arrival.

The proposed Takeoff Program is unique in the public safety drone marketplace in that it provides a no-cost first year, allowing the City to evaluate feasibility, operational value, and community impact prior to any long-term financial commitment; an option not

offered by other leading DFR vendors reviewed by staff. This structure provides the City with a deliberate, data-driven opportunity to assess whether a DFR program aligns with operational needs, community expectations, and fiscal priorities before any long-term obligation is incurred.

BACKGROUND

Law enforcement agencies are increasingly adopting DFR programs to improve response effectiveness and safety, particularly for calls where early aerial visibility can reduce uncertainty and help calibrate the appropriate response. A DFR program can support calls such as missing persons, in-progress disturbances, traffic-related incidents, perimeter support, and other events where rapid assessment improves outcomes and reduces risk.

The proposed BRINC/Motorola solution is designed specifically for public safety DFR operations and includes:

- Dock/Station-based deployment for rapid launch and automated return/landing
- Live video and situational awareness tools (including thermal capability)
- Training, implementation support, and ongoing technical support
- Infrastructure planning to support reliable operations

Prior to bringing this proposal forward, Police Department staff reviewed multiple public safety drone and DFR platforms currently used by law enforcement agencies, including vendors such as Paladin, Axon/Skydio, and Flock Safety/Aerodome. While these platforms offer varying capabilities, none provides a comparable no-cost first-year pilot structure that allows for a full operational evaluation prior to a financial commitment. Staff determined that the BRINC/Motorola Takeoff Program presents the lowest-risk entry point for piloting a DFR program. Like many agencies, the Gilroy Police Department continues to balance increasing service demands with limited staffing resources, making the responsible evaluation of emerging technology an important component of long-term operational planning.

The Gilroy Police Department currently operates a Council-approved Unmanned Aerial System (UAS) program that was established in 2019 following extensive public outreach and multiple presentations to City Council. The existing program operates under a reactive deployment model, in which drones are deployed in response to specific incidents after officers are already dispatched or on scene. Over the past six years, this program has been used responsibly to support critical incidents, search and rescue operations, traffic collision investigations, disaster response, and other public safety missions, under established policies, training standards, and oversight mechanisms.

The proposed Drone as First Responder (DFR) program represents a proactive

evolution of the Department's existing UAS capability. Rather than replacing or re-vetting the current drone program, DFR expands upon the foundation previously approved by Council by enabling earlier deployment of aerial resources at the time a call for service is received, allowing for enhanced situational awareness prior to officer arrival. This proposal reflects a natural progression of the Department's responsible use of drone technology, while maintaining existing policy safeguards, transparency commitments, and accountability practices.

ANALYSIS

Comparable DFR programs are currently in operation or pilot phases at several California law enforcement agencies, including the Fremont Police Department, Newport Beach Police Department, and Corona Police Department, among others. These agencies represent a mix of jurisdictions and operating environments, providing relevant benchmarks for evaluating how a DFR program could function in Gilroy. These agencies have reported improvements in situational awareness, response efficiency, and officer safety. The proposed pilot program allows the City of Gilroy to evaluate similar benefits in a controlled, transparent manner tailored to local needs.

1. Program Concept: Drone as First Responder (DFR)

Building upon the Department's existing reactive UAS deployment model, the DFR concept shifts drone deployment earlier in the response timeline to support informed decision-making before officers arrive on scene. Under the proposed model, a drone is launched from a fixed station and operated by trained, authorized personnel to quickly provide an aerial view of an unfolding incident. The drone can:

- Arrive ahead of patrol units in many cases
- Provide live-stream video for incident commanders and responding officers
- Improve situational awareness and help determine the appropriate resources needed
- Support de-escalation by slowing the pace of operations with better information

2. Program Scope and Implementation

The BRINC/Motorola Takeoff Program includes implementation services and support typically needed to launch a DFR program, including:

- Solution design/configuration (geofencing, network configuration, operational

setup)

- Deployment of equipment and software activation
- Training for administrators and pilots/operators
- Support services (including 24/7 support)
- Documentation and program handoff

The Gilroy Police Department will implement the DFR program in phases, beginning with Year 1 (no-cost) to finalize policy, training, site readiness, and initial deployment. Continuation beyond the initial year is not automatic and will be subject to formal evaluation and Council direction.

3. Governance, Policy, Privacy, and Accountability

GPD will implement the DFR program with safeguards intended to support transparency and community trust, including:

- Clear operational policies and authorized-use parameters
- Data retention and evidence management processes consistent with applicable law
- Auditing, oversight, and documentation of deployments
- Community education and transparency efforts prior to and during rollout

The first year will also be used to evaluate program effectiveness, operational feasibility, community impact, regulatory compliance, and long-term sustainability, and to determine whether continuation beyond the initial year is in the City's best interest.

ALTERNATIVES

1. Do not proceed with a DFR program at this time. (Maintains current response model; does not capture potential safety/efficiency benefits.)
2. Delay implementation pending additional research or a different procurement approach. (May slow the ability to pilot a no-cost first-year deployment.)
3. Proceed with a limited UAS expansion (non-DFR) rather than a docked DFR model. (Provides benefit, but does not achieve the rapid-response DFR capability.)

FISCAL IMPACT/FUNDING SOURCE

Proposed Contract Term: 6 years (Takeoff Program structure)

- Year 1: \$0.00 (no-cost period; includes right to terminate within the first year consistent with the program terms)
- Years 2–6: \$179,998.20 annually (subscription)
- Total for Years 2–6: \$899,991.00

Funding Source:

If approved to proceed beyond Year 1, ongoing subscription costs for Years 2–6 will be brought forward through the City's annual budget process and are subject to appropriation. The conclusion of the Year 1 no-cost period will align with the City's biennial budget cycle, allowing staff to evaluate program performance and return to Council with a recommendation on whether to continue the program as part of a future biennial budget adoption, subject to Council approval and appropriation.

PUBLIC OUTREACH

If Council approves moving forward, GPD will conduct proactive outreach and transparency measures, which may include:

- Public-facing overview of program purpose, authorized uses, and privacy safeguards
- Community partner briefings (as appropriate)
- Webpage/FAQ and informational materials
- Periodic program reporting (e.g., deployments, outcomes, and policy compliance)

NEXT STEPS

If approved, the Police Department will:

1. Finalize operational policies/procedures, training plans, and oversight structure
2. Confirm site readiness, IT/network requirements, and implementation schedule
3. Complete training and initial deployment during the no-cost first year
4. Provide progress updates and return to Council as needed for any future budget actions associated with Years 2–6

Attachments:

1. Brinc Gilroy PD Take Off Program



GILROY POLICE DEPT, CITY OF

09/08/2025

09/08/2025

GILROY POLICE DEPT, CITY
OF 7301 HANNA ST
GILROY, CA 95020

Dear Captain Luke Powell,

Motorola Solutions is pleased to present GILROY POLICE DEPT, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

We're excited to present the **BRINC MSI Takeoff Program**, built in partnership between BRINC and Motorola Solutions to give every public safety agency access to a reliable, cost-effective, and purpose-built air program.

Too often, agencies are forced to choose between expensive aviation solutions or tools not designed for the realities of public safety work. The Takeoff Program changes that. Together with BRINC, we're making it simple for agencies to stand up Drone as First Responder (DFR) programs that:

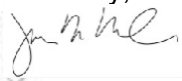
- **Fit within real budgets with the first year at no cost**
- **Rely on technology built for first responders**, not adapted from consumer or inspection hardware
- **Integrate directly into existing Motorola systems** like Command Central Software, radios and ALPR
- **Include full training and support** so teams are mission-ready from day one

We believe every community deserves the benefits of a DFR program---safer officers, lower response times, and better outcomes for the public. The Takeoff Program helps make that possible for every agency ready to deploy an air program. We are confident that Motorola Solutions' ongoing commitment to safety, innovation, and mission-critical performance, combined with BRINC's cutting-edge drone technology, will deliver significant value to your operations.

This offer is subject to the attached Products Agreement and TAKEOFF Program Addendum, and expires 60 days from the date of this letter.

Please let us know when we can schedule time to review this proposal in more detail. Thank you for your leadership and commitment to serving your community. We're honored to support you.

Sincerely,



Jim Nelson
Vice President, SaaS
Motorola Solutions Inc.

Billing Address:
STEVE YNZUNZA
7301 HANNA ST
GILROY, CA 95020
US

Shipping Address:
GILROY POLICE DEPT, CITY OF
7301 HANNA ST
GILROY 95020 0001
GILROY, CA 95020
US

Quote Date:09/08/2025
Expiration Date:11/07/2025
Quote Created By:
David Redus
David.Redus@
motorolasolutions.com

End Customer:
GILROY POLICE DEPT, CITY OF
Captain Luke Powell
luke.powell@cityofgilroy.org
Payment Terms:30 NET

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Year	Item Number	Description	QTY	TERM	Sale Price	Ext. Sale Price
Year 1 Subscription	BRINC	Responder w/Station DFR (Single Site)	2	6 Years	\$0.00	\$0.00
Sub Total:						\$0.00
Year		Description				Annual Price
Year 2 Subscription		2 Responder w/Station DFR (Single Site)				\$179,998.20
Year 3 Subscription		2 Responder w/Station DFR (Single Site)				\$179,998.20
Year 4 Subscription		2 Responder w/Station DFR (Single Site)				\$179,998.20
Year 5 Subscription		2 Responder w/Station DFR (Single Site)				\$179,998.20
Year 6 Subscription		2 Responder w/Station DFR (Single Site)				\$179,998.20
		10% Discounted Provided yearly for years 2 - 6				
	Grand Total					\$899,991.00

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature).
- Any tax the customer is subject to will be added to invoices.
- Takeoff Program term structure:
 - Year 1: No cost period includes right to exercise termination for convenience at any point within the first year.
 - Year 2 - 6: **Paid period starts at beginning of the first Renewal Subscription Year.**
- Motorola will invoice Customer annually in advance of each year of the Subscription Term following the no cost period.



PRODUCTS AGREEMENT

This Products Agreement (this “**Agreement**”) is entered into between **Motorola Solutions Inc.**, (“**Seller**” or “**Motorola**”) and the entity set forth in section I(b) (“**Customer**”) as of the date last signed below (“**Effective Date**”). Seller and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”.

I. Seller and Customer Information

(a)	Seller	Motorola Solutions Inc.
(b)	Customer	Name: Gilroy Police Department Address: 7301 HANNA ST GILROY, CA 95020 Contact: Captain Luke Powell

II. Transaction Details

(a)	Proposal	Proposal No. 3289625_____ Date:09/12/2025_____ Motorola will provide Customer with the products and services set forth in the proposal dated above (the “Proposal”), a copy of which is attached hereto and incorporated herein.
(b)	Pricing	Pricing for products and services being purchased by Customer is set forth in the Proposal.
(c)	Term and Conditions	The Parties acknowledge and agree that the terms of the Motorola Customer Agreement (“MCA”), including all applicable addenda, located at https://www.motorolasolutions.com/content/dam/msi/docs/msi-standards_terms-conditions/US-Motorola-Solutions-Customer-Agreement.pdf are incorporated herein and shall apply to the products and services provided to Customer as set forth in the Proposal.

III. Entire Agreement

This Agreement, including the Proposal and any terms and conditions referenced herein, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document, and the terms of this Agreement will take precedence.

CUSTOMER: By: _____ Print Name: _____ Title: _____ Date: _____	MOTOROLA SOLUTIONS INC. By: _____ Print Name: _____ Title: _____ Date: _____
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Drone as First Responder

How It Works

Utilizing strategically positioned drones operated by remote pilots, the BRINC DFR solution provides **advanced air support capabilities.**

These drones are designed to arrive on scene ahead of traditional patrol units, delivering real-time situational awareness and enhancing response effectiveness.

01

Call for service received.



02

Drone automatically responds.



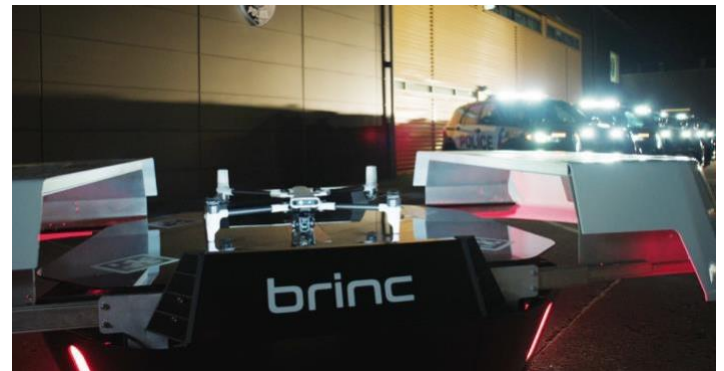
03

Drone provides live video feed with the capability for two-way communication.



04

Drone autonomously returns to Station and lands.



Measures of Success

Agencies adopting **Drone as First Responder(DFR)** programs have seen significant improvements in response times, situational awareness, and resource efficiency. By deploying drones within seconds of an emergency call, agencies can assess incidents faster, reduce risks to first responders, and make data-driven decisions that enhance public safety.

70 seconds

Average on-scene visibility

25% of calls

Resolved without dispatching officers

54% quicker

Human response times as drones clear non-priority calls

>700 public safety agencies

Fly BRINC drones

With the BRINC Drone as First Responder solution public safety agencies will see an immediate impact

Increase Officer Safety



Get eyes and ears in dangerous situations without risking lives and before officers arrive

Reduce Use of Force



Create distance and slow down the speed of operations with technology

Deliver Lifesaving Payloads



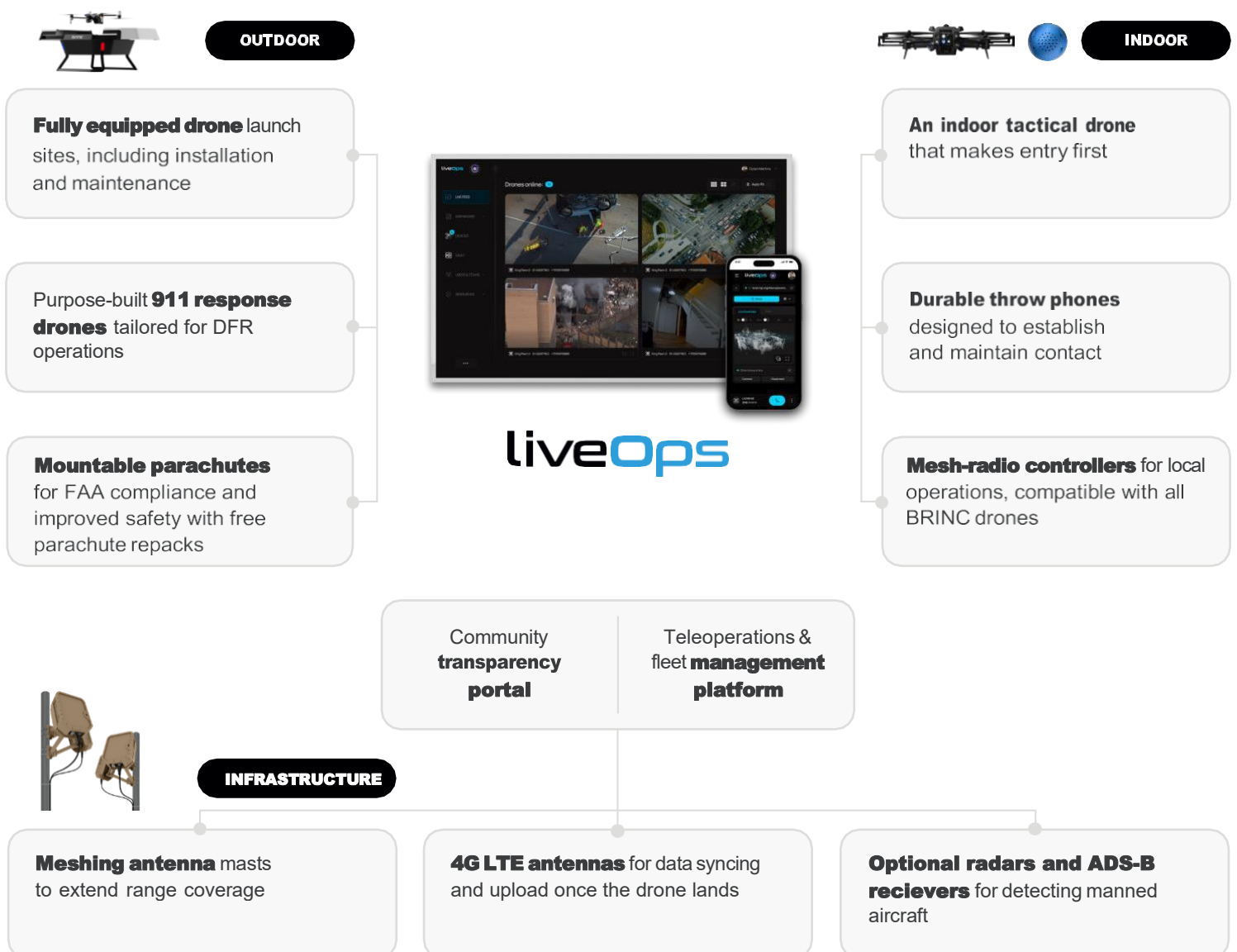
Make Narcan, AEDs, EpiPens and other equipment available anywhere in seconds

DFR

Solution Overview

BRINC builds drone solutions for public safety agencies that empower first responders with technology to safeguard their communities.

INTEGRATED SOFTWARE SOLUTION



Hardware

responder

The world’s first purpose-built 911 response drone, Responder is a powerful aerial tool made right here in the USA for public safety agencies.

40x Total Zoom

Provides detailed imagery even from a considerable distance, enhancing mission capabilities.

640 px Thermal Camera

Makes it easy to identify people or see fire through smoke and provides situational awareness even in low or no light conditions.

Mobile Communication Hub

Integrated loudspeaker (with siren function) and microphone allow communication for negotiations and emergency announcements.

Emergency Payload Dropper

Deploy AEDs, Narcan, EpiPens, PFDs and other lifesaving payloads.



IPX4 Water Resistant

Integrated 2-Way Comms
with Loudspeaker

Emergency Lights and Siren

Forward Obstacle Avoidance

Attachment Rail

Mesh Networking

Hardware

responder station

The Responder Station launches, protects and recharges Responder drones.

Temperature Controlled

Optimizes battery charging and protects electronics.

Simple

Infrastructure

Resistant to erosion. Increases reliability.

Weather Resistant

Ensures reliable performance in challenging climates.

25 Minutes

How long it takes to charge from 10% to 90%.



<5 Sec Deployment
Time

Large Vehicle
Mountable

Starlink /
Solar Compatible

Standard Power
Input

Weather
Resistant

Charge 10 to 90%
in 25 Minutes

Corrosion
Resistant

Integrated
HVAC

Hardware

DFR Infrastructure

BRINC provides **additional infrastructure** to make your DFR operations more reliable through redundancy and advanced BVLOS operations. We cover the installation and maintenance for all DFR infrastructure elements.

DFR Antenna Masts

Extend range coverage of our mesh networking system.

ADS-B Receivers

Detect manned aircraft.

Optional Radars

Another way to detect manned aircraft.



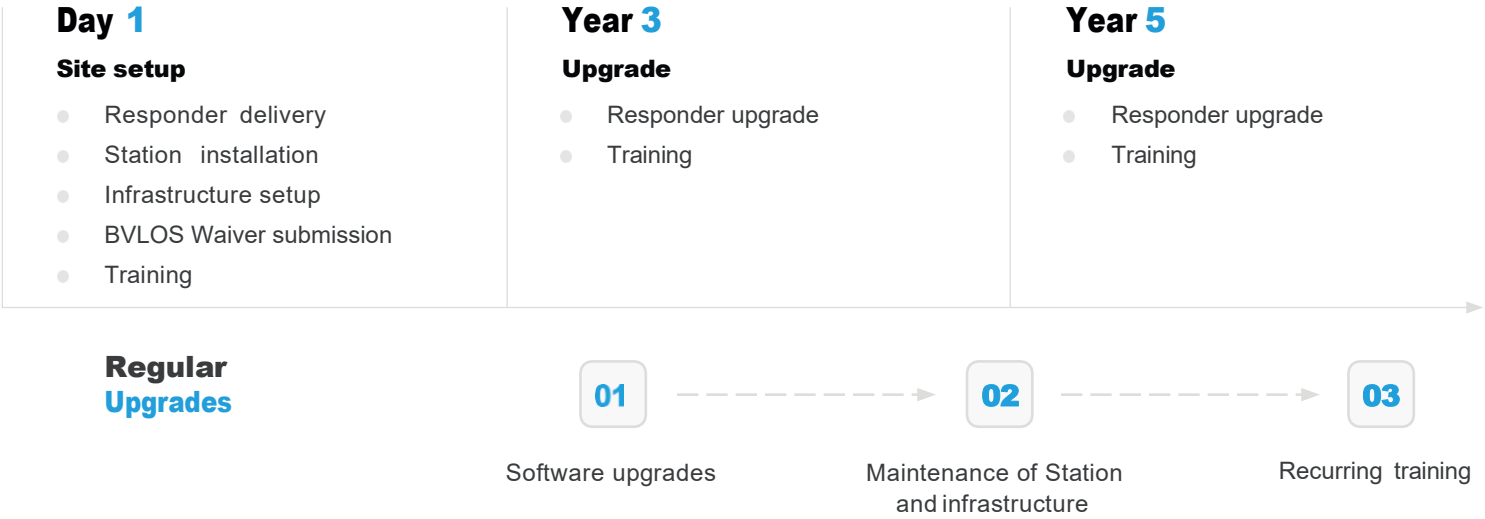
Services

DFR Safeguard Program

UNLIMITED REPAIR & REPLACE

You own the hardware. When upgraded, the Unlimited Repair and Replace warranty transfers to the latest hardware.

Set-up made easy



MISSION-CRITICAL. MISSION-RELIABLE. MISSION-READY.

Drone destroyed during a mission? With Unlimited Repair & Replace, first you get a loaner, then you get a new unit.

Safeguard ensures operational success

	Swaps	Data	Accessories & Training
	 Battery swap due to age or performance  Prop swap due to age or performance	 Unlimited cellular data for your systems  Unlimited storage on LiveOps	 Unlimited payload mounts to deploy medical aid  On-demand training

STATEMENT OF WORK

Motorola is providing the BRINC solution, as set out below.

BRINC Drone as First Responder (DFR) Implementation

Term: This SOW is effective as of the Effective Date and will continue unless terminated earlier pursuant to the Agreement.

This Statement of Work (“SOW”) is governed by the Agreement (the “Agreement”) entered into between Motorola and Customer. All definitions not defined herein shall have the meaning set forth in the Agreement (including its addenda or riders). In the event of a direct conflict between this SOW and the Agreement, this SOW will control solely with respect to the services and deliverables described herein. Terms used but not defined in this SOW have the meanings set forth in the Agreement.

1. PURPOSE & SCOPE

This SOW defines the roles, responsibilities, deliverables, acceptance criteria, and project governance for the implementation of a Drone as First Responder (DFR) program powered by BRINC LiveOps software and BRINC UAS hardware. The objective is to deploy an operational DFR capability, including fixed launch sites, teleoperations (where applicable), training, and support.

2. DEFINITIONS

DFR: Drone as First Responder operational model, designed to enable rapid Unmanned Aircraft System (UAS) response to calls for service.

Go-Live: The date on which the Customer begins live operational use of the BRINC DFR solution.

CIQ: Customer Input Questionnaire used to capture configuration, networking, and deployment specifics.

3. DESCRIPTION OF SERVICES

3.1 Implementation Services: BRINC will perform the implementation tasks described herein to prepare the Customer’s environment for full DFR functionality, including the following:

- (a) DFR Solution Design & Configuration (subdomain creation, network configuration, geofencing, RF/EMF analysis).

- (b) Hardware & Software Deployment (BRINC UAS, docking station if applicable, LiveOps SaaS activation).
- (c) Training for System Administrators, Pilots in Command (PIC), and Teleoperators.
- (d) Support (24x7x365).
- (e) Project Documentation & Handover (CIQ, IP plans).

3.2 Warranty and Replacement Policy: BRINC offers the Warranty and Replacement Policy for Equipment sold to Customer pursuant to the Agreement that is manufactured or supplied by BRINC (the “BRINC Equipment”), as set forth on Schedule A.

4. SYSTEM REQUIREMENTS

The Hosted Services are cloud-based and provided over the internet. Customer must provide all equipment and software necessary to connect to the Services, including:

- (a) Dedicated bandwidth minimum of 30 Mbps upload and 30 Mbps download at each teleoperator and launch site location, with IT firewall profile configuration allowing required ports/IP ranges for BRINC internet traffic.
- (b) DFR launch and related infrastructure sites provided and equipped as specified in Schedule C.
- (c) Part 107 certified pilots (or equivalent regulatory authorization).
- (d) Hardware required to support BRINC operations (ability to launch browser).

5. ROLES & RESPONSIBILITIES

5.1 BRINC Obligations. Motorola will engage BRINC to provide:

- (a) Project Management
 - (i) Lead project planning, execution, reporting, and closure.
 - (ii) Coordinate technical clarification, CIQ completion, configuration, staging, deployment, and acceptance activities.
- (b) Configuration Documentation
 - (i) Provide BRINC configuration documents and coordinate with Customer IT on necessary settings.

(c) Support

- (i) Provide 24x7x365 support channels (Intercom, phone, email) through BRINC, as set forth on Schedule B.

(d) Limitations / Disclaimers

- (i) BRINC procures cloud hosting from third-party vendors and is not responsible for interruptions or breaches caused by such providers, subject to applicable law and the Agreement.

(e) Solution Design & Environment Prep

- (i) Create a unique subdomain/URL for Customer access.
- (ii) Collaborate with Customer IT on firewall, port, and IP configuration for LiveOps.
- (iii) Conduct RF/EMF analysis and launch area testing to validate flight operations, geofenced areas, and interference mitigation.

(f) Software Activation & Configuration

- (i) Enable BRINC Drone Software on the Customer's network, create Customer accounts, and provide admin access using Authorized User information.
- (ii) Provision BRINC LiveOps SaaS, including admin portal access, telemetry, error/warning notifications, and PIC/teleoperator data capture.

(g) Hardware

- (i) Recommend proper hardware requirements and deployment architecture for the DFR program.

(h) Training

- (i) Deliver on-site and/or remote training for administrators, PICs, and teleoperators, covering BRINC hardware, LiveOps, geofencing, emergency override, and DFR best practices.

(i) Documentation

- (i) Deliver CIQ, IP plans, configuration documents, and final project close-out documentation.

(j) Out of Scope (unless separately contracted):

- (i) Management of on-site resources used during installation. This includes resources to add or build required infrastructure (pre-install) to accommodate base STATION placement or RF Infrastructure at strategic regional locations. This could include non-customer sites requiring an MOU driven by customer.
- (ii) Implementation/management of Customer's networking equipment, routing/switching, or third-party systems not listed herein.
- (iii) Configuration changes requested after CIQ sign-off (unless via approved change order).
- (iv) Ongoing operations beyond specified support, including remote operations, unless contracted as Managed Services.

5.2 Customer Obligations. Customer will provide the following:

(a) Program Governance

- (i) Appoint a Project Manager to manage user access, retention periods, and public data visibility; act as primary point of contact.

(b) Regulatory Compliance

- (i) Obtain and maintain FAA waivers, CoAs, and other regulatory approvals required for DFR operations (Motorola Managed Services may assist as agreed).
- (ii) Ensure Part 107 certified pilots and appropriate SOP/SRM/PPE are in place.

(c) Technical Readiness

- (i) Provide required infrastructure, bandwidth (≥ 30 Mbps up/down at teleoperator and launch sites), LTE fallback, firewall configurations, electrical, and other prerequisites.

(d) Deployment Requirements & Site Prep

- (i) Meet site preparation, power, environmental, mounting/security, airspace, maintenance access, and backup landing zone requirements as outlined in Schedule C.

(e) Accounts & Security

- (i) Provide Authorized User emails; maintain account/password security; promptly notify Motorola/BRINC of security issues.

(f) Operations & Data

- (i) Properly configure and use the services; secure, protect, and back up content; implement encryption and routine archiving as needed.

6. ASSUMPTIONS

The Services are provided under the following assumptions:

- (a) Customer will meet all system requirements and maintain them during the term.
- (b) Material scope changes post-CIQ require a change order (fees/timeframe adjustments may apply).
- (c) DFR docking station and infrastructure (if included) will be installed only after Customer meets the prerequisites defined in Schedule C.

7. EXCLUSIONS.

Unless expressly stated, the following are excluded from the Services:

- (a) Customer network hardware configuration and maintenance.
- (b) Third-party platform licensing not listed herein.
- (c) Long-term managed operations.
- (d) Post-CIQ configuration changes without a change order.

8. TRAINING

BRINC will provide the following training:

- (a) Flight Hardware Training: Manual RC flight basics, emergency override maneuvers, hardware limitations.
- (b) BRINC Software Training: Admin overview, safety features, geofence editor usage, teleoperation basics.
- (c) Operational Validation: Test flights within geofenced areas; validate launch/landing reliability.

9. ACCEPTANCE CRITERIA

The solution will be deemed accepted (“Final Acceptance”) upon:

- (a) Successful completion of agreed work packages and test flights demonstrating DFR functionality, as set forth on Schedule D.
- (b) Delivery of all documentation (CIQ, IP plans, admin portal credentials, configuration docs).
- (c) Go-Live commencement.
- (d) Resolution (or documented plan) for any material issues blocking operational use.

10. SUPPORT & SLAS

BRINC provide the following support Services:

- (a) Go-Live Support: 8 weeks post-implementation.
- (b) Ongoing Support: 24x7x365 via Intercom, phone, and email; on-site support if issues cannot be resolved virtually.
- (c) Data Handling: Data will not be intentionally deleted prior to termination; however, certain media (e.g., video/images >30 days) may be deleted per platform policy (adjust to your policy).
- (d) Support Program set forth on Schedule B

SCHEDULE A – BRINC EQUIPMENT WARRANTY & REPLACEMENT POLICY

1. **Hardware Warranty.** Motorola warrants that BRINC Equipment is free from defects in workmanship and materials for one year from the date of Customer's receipt. For BRINC Equipment purchased by Customer under the BRINC Support Program, Motorola warrants such BRINC Equipment is free from defects in workmanship and materials from the date of Customer's receipt for the duration of the BRINC Support Program term.
2. **Disclaimers.** Except as expressly provided herein, BRINC and Motorola provides all BRINC Equipment and BRINC Services "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Non-BRINC Materials are not covered by the limited hardware warranty described in Section 1 of this Schedule above and are only subject to the warranties of the third-party provider or manufacturer.
3. **Claims.** If BRINC or Motorola receives a valid warranty claim for BRINC Equipment during the limited hardware warranty term, BRINC's and Motorola's sole responsibility is to repair or replace such BRINC Equipment with the same or like BRINC Equipment, at BRINC's or Motorola's option, as applicable. A replacement BRINC Equipment will be new or like new. The limited hardware warranty of the replacement BRINC Equipment will be the longer of (a) the remaining limited hardware warranty term of the original BRINC Equipment or (b) 90-days from the date of repair or replacement.
4. **Exclusions.** BRINC's limited hardware warranty excludes damage related to: (a) failure to follow BRINC Equipment use instructions, including those set forth in the applicable BRINC Equipment documentation; (b) BRINC Equipment used with equipment not manufactured or recommended by BRINC; (c) abuse, misuse, or intentional damage to the BRINC Equipment; (d) force majeure; (e) BRINC Equipment repaired or modified by persons other than BRINC, without BRINC's written permission; (f) BRINC Equipment with a defaced or removed serial number; or (g) Customer's or its Authorized User's failure to complete training from BRINC on operating and flying the BRINC Equipment prior to Customer's or its Authorized User's use of the BRINC Equipment. BRINC's limited hardware warranty will be void if Customer resells BRINC Equipment.
5. **Replacement BRINC Equipment.** BRINC or Motorola may permit Customer to exchange BRINC Equipment or a part thereof. In such events, subject to Section 4 of this Schedule, the replacement BRINC Equipment or part thereof will become Customer's property, and the replaced Equipment or part thereof will become Motorola's or BRINC's property, as applicable. Before delivering BRINC Equipment for any BRINC Services (including replacement services), Customer must download BRINC Equipment data and retain a copy. BRINC is not responsible for any loss of software, data, or other information contained in storage media or any part of the BRINC Equipment sent to BRINC for BRINC Services.

6. Spare BRINC Equipment. At BRINC's or Motorola's reasonable discretion, as applicable, BRINC or Motorola may provide Customer a predetermined number of spare BRINC Equipment. Spare BRINC Equipment is intended to replace broken or non-functioning units while BRINC or Motorola repairs or replaces the broken or non-functioning units through the warranty return process. Title and risk of loss for all spare BRINC Equipment shall pass to Customer in accordance with the Agreement.

SCHEDULE B – BRINC SUPPORT PROGRAM

If the Customer purchases BRINC Support Program or a bundle including BRINC Support Program, this appendix applies.

1. **BRINC Support Program.** The “BRINC Support Program” is an extended full-service warranty that starts on the Subscription commencement date and terminates as detailed in the Proposal. The extended warranty includes (i) unlimited repairs on BRINC Equipment and (ii) for any BRINC Equipment that cannot be repaired, up to 1 replacement per year for the Responder and Guardian Camera payload, and unlimited replacements for any other BRINC Equipment that BRINC is unable to repair between hardware Upgrades (as defined below). Customer is to return the destroyed device or provide reasonable documentation that the device was destroyed (i.e. pictures or video). The BRINC Support Program is available to agencies only upon completion of BRINC certified training on the associated product or service.
2. **BRINC Support Program Upgrade.** If Customer has no outstanding payment obligations and purchased BRINC Support Program, BRINC will provide Customer a new BRINC Lemur, Responder or Guardian Drone, corresponding Stations and/or BRINC Ball as scheduled in the Proposal (“Upgrade”). If Customer purchased BRINC Support Program, BRINC will provide an upgrade that is the same or like BRINC Device, at BRINC’s option. BRINC makes no guarantee the Upgrade will utilize the same accessories. Upgrades exclude new products that BRINC introduces and markets as distinct products or applications. New or additional BRINC products and applications, as well as any BRINC professional services are not included. Neither BRINC nor Motorola will offer any warranty for such BRINC Equipment that has been replaced with an Upgrade, and will have no liability for any damages relating to the use of such BRINC Equipment. BRINC and Motorola will not and have no obligation to provide Upgrades once the BRINC Support Program terminates for any reason.
3. **Upgrade Delay.** BRINC may ship the Upgrades as scheduled in the Proposal without prior confirmation from Agency. BRINC may ship the final Upgrades as scheduled in the Proposal 60 days before the end of the Subscription Term without prior confirmation from Customer.
4. **Upgrade Change.** If Customer wants a different BRINC Equipment model from the Upgrade offered by BRINC, Customer must pay the price difference between the MSRP for the desired BRINC Equipment and the MSRP for the Upgrade. If the model Customer desires has an MSRP less than the MSRP of the offered Upgrade, Motorola will not provide a refund. The MSRP is the MSRP in effect at the time of the Upgrade.
5. **Firmware Updates.** BRINC will provide Updates to BRINC Equipment firmware for as long as a BRINC Equipment is part of an active Support Program. An “Update” can be either (i) a generally available release that BRINC makes available from time to time, or (ii) a new version of BRINC software and/or firmware that enhance features and functionality, as solely determined by BRINC.

6. Original BRINC Device. Following receipt of an Upgrade, Customer will retain the original BRINC Devices, provided that: (i) Customer cannot resell, gift, or donate the BRINC Devices; (ii) Customer will not allow the BRINC Devices to be used for personal use; (iii) Customer must retain direct custody and control of the BRINC Devices; and (iv) BRINC will offer no warranty for those BRINC Devices and will have no liability for any damages relating to the use of such BRINC Devices (as the warranty for such devices will have shifted to the Upgrade).

SCHEDULE C – CUSTOMER DEPLOYMENT REQUIREMENTS (DFR SITE & DOCK READINESS)

Site Preparation

- **Base STATION Infrastructure:** Safe accessibility; minimum surface area (16' x 16'), adequate load support (≥ 360 lbs), unobstructed view of the sky. Station placement must be possible via ground transport, crane, or walking access with standard door clearance. Power and network access as specified below.
- **RF Site Infrastructure:** Safe accessibility; minimum surface area for Non-Penetrating RF Pole (6' x 6'), or appropriate Penetrating RF Wall Mount (with mounting hardware preinstalled as directed by BRINC). Both RF options must have an unobstructed 360° view of the geographical flight area (i.e. RF array above all obstructions) and installed away from other high powered RF or cellular antennae. RF access must be possible via standard door clearance or roof hatch. Power and network access as specified below.

Power

- Continuous 110V/20A (outdoor rated plugs/protection), surge protection, battery backup where possible to ensure 100% uptime, proper grounding ($\leq 10\Omega$).

Network/Backhaul

- Dedicated hard-wired internet access with LTE or similar fallback preferred, properly configured firewall rules, outdoor IP-rated connectors and wiring.

Environmental & Physical Security

- Weatherproofing, secure mounting, controlled access.

Flight Safety & Airspace

- No-fly zones reviewed; documented RF/geofencing compliance; defined backup landing area.

Maintenance Access

- Routine access, maintenance plan for cleaning, battery management, firmware updates.

Documentation & Compliance

- Site layout, network diagrams, operational SOP, permits/insurance, logging/ticketing for incidents.

Backup Safe Landing Area

- Required: 16' diameter area, clear view of the sky with obstruction-free vertical corridor above, clearly marked, traffic restricted. Preferred: Same altitude as station.

SCHEDULE D – ACCEPTANCE TEST PLAN (ATP)

Functional Tests

- LiveOps connectivity, drone telemetry, flight log validation, geofence enforcement.

Operational Tests

- Launch/land cycles, teleoperation handoff (if applicable), emergency failsafe procedures.

TAKEOFF Program Addendum

This TAKEOFF Program Addendum (this “TOPA”) is entered into between Motorola and Customer, and shall be subject to, and governed by, the terms of the MCA, or other agreement between Motorola and Customer, as applicable, including any applicable addenda (the “Agreement”). Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the MCA and DA which may be found at: https://www.motorolasolutions.com/en_us/about/legal/us_terms.html.

If you are purchasing drone or unmanned aerial vehicle and related Products manufactured, supplied or otherwise provided by BRINC Drones, Inc. (“BRINC”, and such Products, the “BRINC Products”) as part of the TAKEOFF Program (from Motorola on behalf of your employer or another entity, you warrant that: (a) you have authority to bind your employer or the applicable entity, as “Customer” to this TOPA; (b) you have read and understand this TOPA; and (c) on behalf of the Customer that you represent, you agree to this TOPA. If you do not have the legal authority to bind your employer or the applicable entity as Customer to this TOPA, please do not complete the purchase. The BRINC Products include Equipment (“BRINC Equipment”), and related Services and Licensed Software.

This TOPA governs Customer’s purchase of BRINC Products from Motorola under the TAKEOFF Program and shall form part of the Parties’ Agreement. This TOPA shall control with respect to conflicting terms in the Agreement or any other applicable Addendum (including, without limitation, the Drone Addendum agreed to between Customer and Motorola (the “DA”)), but only as applicable to the BRINC Products purchased under this TOPA and not with respect to other Products. For the avoidance of doubt, BRINC Products which are purchased under the Agreement (and, where applicable, the DA) which are not part of the TAKEOFF Program shall not be subject to this TOPA. Unless otherwise stated in this TOPA, the terms of the Agreement, including the DA apply.

1. THE FIRST YEAR OF THE SUBSCRIPTION. As set forth in the Proposal, Customer has agreed to a multi-year Subscription for BRINC Products (the “BRINC Subscription”). All references to the first twelve months of the BRINC Subscription (the “Initial Subscription Period”) and each renewal year (each a “Renewal Subscription Year”) in this TOPA shall refer to the BRINC Subscription. The Initial Subscription Period of the BRINC Subscription is subject to the following terms:
 - 1.1. Title. Title to the BRINC Equipment shall transfer to Customer at the commencement of the first Renewal Subscription Year. During the Initial Subscription Period the BRINC Equipment shall be the sole property of BRINC. Customer shall have no rights whatsoever in or to the BRINC Products other than the right to use the BRINC Products during the Initial Subscription Year. Customer shall have the benefit of the Support Program as set out in the Proposal, however Customer shall reimburse Motorola for the cost of any

necessary repairs or replacement of the BRINC Equipment for damage not covered by the Support Program.

2. CUSTOMER RESPONSIBILITIES

- 2.1. Customer Obligations. Customer shall fulfil the Customer Obligations as set out in the Proposal ("Customer Obligations").
- 2.2. Feedback. Customer may provide Motorola internal reports and feedback to assist in improving the TAKEOFF Program. Motorola and BRINC may use such internal reports and feedback to develop or improve their Products and Services (including without limitation BRINC Products)
- 2.3. Reference. Motorola or BRINC may request that Customer act as a public reference or that Customer participate in a case study.
- 2.4. Exclusivity. During the Initial Subscription Period, Customer shall use Products from BRINC as its sole Drone as First Responder ("DFR") provider for any Products covered by the TAKEOFF Program, and shall not, until the commencement of the first Renewal Subscription Period, deploy or purchase any autonomous docked drone platform or DFR product from a third party ("Competing Product").
- 2.5. Compatibility. Customer is responsible for ensuring that any Customer-Provided Equipment and any alterations to the applicable network with which the BRINC Products are to be used are compatible with the BRINC Product.

3. EARLY TERMINATION

- 3.1. Customer Termination. Customer may terminate the BRINC Subscription without penalty by giving notice to Motorola up to 30 days prior to the commencement of the first Renewal Subscription Year.
- 3.2. Motorola Termination. During the Initial Subscription Year, Motorola may terminate the BRINC Subscription immediately by giving notice to Customer should:
 - 3.2.1. Customer fail to fulfill a Customer Obligation pursuant to Section 2.1; or
 - 3.2.2. Customer deploy or purchase a Competing Product.

- 4. **ON TERMINATION** On termination pursuant to Section 3, Motorola or its subcontractors (including BRINC or its subcontractors) shall remove the BRINC Equipment from Customer's premises, and will deactivate (or cancel Customer's access to) all related Software and SaaS Products (as defined in the Agreement) provided or made available by BRINC. Customer will cooperate with such removals and deactivations (including without limitation by allowing Motorola and its subcontractors (including BRINC and its

subcontractors) to access Customer facilities for such purpose. Motorola shall work with Customer to offload any Customer Data to Customer's system.

5. SURVIVAL The following sections of this TOPA survive termination of this Agreement:
Sections 1 and 4.



City of Gilroy

STAFF REPORT

Agenda Item Title: Request to Reopen the Wayland Parking Lot at Las Animas Veterans' Park

Meeting Date: February 23, 2026

From: Matt Morely, 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 consideration of a future agenda item regarding the potential reopening of the Wayland Parking Lot at the Las Animas Veterans' Park.

EXECUTIVE SUMMARY

N/A

BACKGROUND

Council Member Carol Marques provided the attached FAIR Memo to Interim City Administrator Brad Kilger. Staff has reviewed the FAIR Memo, and Interim City Administrator Harjot Sangha approved its placement on this agenda.

This FAIR Memo requests an item to discuss the reopening of the Wayland Parking Lot at the Las Animas Veterans' Park. Should Council determine to proceed with this item for future discussion, staff time will be spent preparing the agenda item to discuss the following items, though more elements may need research and/or analysis:

- **Public Works**

- Logistics and costs of opening and closing the gate daily, including who is responsible (private security or GPD).
 - Cost of addressing an ADA-compliant path of travel to and from the parking lot.
 - Cost of lighting the path of travel to and from the parking lot.
 - Cost of parking lot infrastructure improvements, including ADA parking striping and signage, pavement rehabilitation, additional lighting, surveillance cameras, etc.
- **Police**
 - Potential for increased patrols.
 - Record of calls for service to the parking lot.
- **Community relations**
 - Engagement with local community members to garner public input for Council consideration.
- **Council considerations**
 - Metrics for determining whether and when the parking lot may need to be re-evaluated for closure, partial reopening, or full reopening.

ANALYSIS

None — this is a first step in the FAIR Memo process on whether the City Council would like to give direction for the item to be brought back to a future agenda meeting for discussion and potential action. Per the FAIR Memo, the original Council action involved closure of both the Wayland and Hanna parking lots. Further analysis will be conducted if the Council approves the topic for a future agenda and can include discussion regarding one or both of the closed parking lots.

ALTERNATIVES

Council may approve or deny the request for a future agenda item.

FISCAL IMPACT/FUNDING SOURCE

None — this is a first step in the FAIR Memo process. A detailed fiscal impact analysis will be conducted by staff if the Council approves the topic for a future agenda.

PUBLIC OUTREACH

This item was included on the publicly posted agenda.

NEXT STEPS

If approved, staff will schedule the future agenda item at a subsequent Council meeting consistent with the Future Agenda Item Request Policy.

Attachments:

1. FAIR Memo: Las Animas Wayland Parking Lot

Las Animas Wayland Parking Lot

During covid, homeless were allowed to shelter in place in city parks and parking lots. Unfortunately, under the leadership of the previous city administrator, police were not directed to do sweeps of the Wayland and Hanna Street Parking Lots at Las Animas Park when crime occurred.

Being the Wayland Parking lot is concealed, individuals set up camping in the parking lot and drug dealing and drug use became a lifestyle. There are neighbors who live right adjacent to this parking lot that got fed up with the criminal behavior. After enduring gang fights, weapons, and consistent drug use, a group of neighbors from the neighborhood got together and convinced the City Council to close both city parking lots permanently.

One neighbor gave the Council at a City Council meeting, a petition with 98 signatures in strong support of closing down the two parking lots – Hanna Street (because that is where she lived) and Wayland. Based on her petition and a few neighbors' arguments that night, the Council voted to close the two lots. However, when she emailed the petitions to each of the Council members after the meeting and the petitions were looked over, there were only 20 valid signatures. The rest of the signatures were from different parts of the city and countryside which were not valid since the signers had never experienced firsthand what the neighbors were going through.

Since that time, the Gilroy Tennis Club Board members have tried to get the Wayland Parking lot re-opened. A gate was installed at the entryway to this parking lot which was to be locked at 10:00 every night. Any car refusing to leave, was to be towed at the owner's expense. After two nights, our former city administrator suspended this policy because car owners were refusing to move. The city manager would not have them towed because he said it was too much work for the city employees—even though, the tow truck company would do all the paperwork.

So for three years now, this parking lot has been permanently closed. Our club would like to have it re-opened and policed correctly. My vice-president, Bob Nettleblad, and I have spoken with the Police Chief, various police officers and the mayor. Police and the police chief have said there is no problem in policing the lots.

It is important to have the Wayland Parking lot re-opened because of its close proximity to our tennis courts. At night with it getting dark so early, there are no lights between the handball courts and the Mantelli Parking Lot. We are walking in darkness and feel unsafe listening to the various voices in the park that we cannot see. We feel that keeping the lot closed, is a serious safety issue.

I have tried to set up a meeting with the home owners' association to no avail. These people like the serenity of the closed lot and do not want to see it re-opened. However, it can be argued that every resident knew what he or she was moving next to when the home was purchased. This is a city owned park supported by tax payers. Tennis players, Little League families and people coming to walk their dogs have all been inconvenienced by a few people who want it kept closed for their own wishes.

It would never be suggested that the parking lot should be returned to its original crime ridden state. What is being suggested is that we open it on a trial basis and the police patrol the park regularly. The parking lot could be locked up first when the City's security team comes on duty. There are solutions that need to be addressed. Shutting down of city run property is not the way to deal with criminal activity. We want this activity extinguished not moved around the City. Opening up these lots on a trial basis to see what needs to be mitigated is the best way to get a win for all.

(We are arguing for the Wayland Parking lot but we have no objection to whatever is decided for the Hanna Street parking lot.)



City of Gilroy

STAFF REPORT

Agenda Item Title: Request to Consider Amending the Flag Flying Policy and Construct a Commemorative Flag Pole at the Civic Center Site

Meeting Date: February 23, 2026

From: Matt Morley, City Administrator

Department: Public Works

Submitted by: LeeAnn McPhillips, Interim Administrative Services & Human Resources Director/Risk Manager.

Prepared by: Bryce Atkins, Deputy Director of Community Development, LeeAnn McPhillips, Interim Administrative Services & Human Resources Director/Risk Manager. , John Doughty, Public Works Director

STRATEGIC PLAN GOALS: Not Applicable

RECOMMENDATION

Council determination on placing a future agenda item regarding amending the Flag Flying Policy and the constructing a new commemorative flag pole on the Civic Center site.

EXECUTIVE SUMMARY

N/A

BACKGROUND

Staff received the attached FAIR (Future Agenda Item Report) Memo from Council Member Ramirez, following up on comments at the December 8, 2025, regular Council Meeting discussion relating to the consideration of commemorative flag applications.

The attached memo has been reviewed, and the staff time for the staff report will

primarily consist of generating a cost estimate for the construction of a new flag pole. The policy amendment component will require only a very small amount of staff time if simply incorporating the proposed alternative flagpole.

The fiscal cost would be up to the Council to consider as part of the discussion, and the likely funding source would be the General Fund if no alternative funding source is identified.

ANALYSIS

None — this is the first step in the FAIR Memo process. An analysis will be conducted as part of a regular staff report if Council approves the future agenda item.

ALTERNATIVES

Council may approve, modify, or reject the requested future agenda item.

FISCAL IMPACT/FUNDING SOURCE

None — this is the first step in the FAIR Memo process. A financial analysis will be conducted as part of a regular staff report if Council approves the future agenda item.

PUBLIC OUTREACH

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

NEXT STEPS

If Council approves proceeding with a future agenda item, staff will place it on a subsequent agenda for the City Council.

Attachments:

1. FAIR MEMO Commemorative Flags

FAIR MEMO

Submitted by Councilmember Ramirez

December 16, 2025

Mayor and Council,

I am submitting this FAIR Memo following the December 8, 2025, discussion regarding commemorative flags. In an attempt to find a compromise between those who support and those who oppose flying commemorative flags next to the U.S. and State Flags, I am proposing that an additional flagpole be installed at City Hall, near the main entrance, for commemorative flags. In my opinion, this would be a viable compromise moving forward.

Below are my proposed changes to the current policy.

The City of Gilroy Flying Flags at City Facilities Policy

II. General Policy

a. It is the policy of the City of Gilroy that the City's flag poles are not intended to serve as a forum for free expression by the public, but rather for the display of the Flags of the United States and the State of California. ~~The flag poles located at all City facilities may also be~~ An additional flagpole will be erected at City Hall near the main entrance which will be used to display the flags of the City of Gilroy, any Sister City Flag, and any Commemorative Flag as may be authorized by the City Council as an expression of the City's official sentiments.

The financial estimate would be the cost of installing a flagpole. I will defer to staff to provide an estimate of the cost.

Staff time would include the time spent managing the flagpole installation, revising the policy, and the staff report and presentations to Council.