



**TOWN OF LOS GATOS  
COUNCIL MEETING AGENDA  
SEPTEMBER 02, 2025  
110 EAST MAIN STREET AND TELECONFERENCE  
TOWN COUNCIL CHAMBERS  
7:00 PM**

*Matthew Hudes, Mayor  
Rob Moore, Vice Mayor  
Mary Badame, Council Member  
Rob Rennie, Council Member  
Maria Ristow, Council Member*

**IMPORTANT NOTICE**

This is a hybrid meeting and will be held in-person at the Town Council Chambers at 110 E. Main Street and virtually through Zoom Webinar (log-in information provided below). You may watch the Council meeting without providing public comment on Comcast cable channel 15 or at [www.LosGatosCA.gov/TownYouTube](http://www.LosGatosCA.gov/TownYouTube). Members of the public may provide public comments for agenda items in-person or virtually by following the instructions listed at the end of the agenda.

**To watch and participate via Zoom, please go to:**

<https://logatosca-gov.zoom.us/j/86730363468?pwd=pfKQoh92JnbwOYwFvZqldSSWpJxYoK.1>

Enter Passcode: 577971

**CALL MEETING TO ORDER**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**PRESENTATIONS**

- i. **Receive a presentation by San Jose Water Company.**
- ii. **Receive a presentation by Midpeninsula Regional Open Space District.**

**CONSENT ITEMS** *(Consent Items are considered routine Town business and may be approved by one motion. Any member of the Council may remove an item from the Consent Items for comment and action. Members of the public may provide input on any or multiple Consent Item(s) when the Mayor asks for public comments on the Consent Items. If you wish to comment, please follow the Participation Instructions located at the end of this agenda. If an item is removed, the Mayor has the sole discretion to determine when the item will be heard.)*

**1. Approve the Minutes of the August 19, 2025, Town Council Meeting.**

**RECOMMENDATION:** Approve the Minutes of the August 19, 2025, Town Council Meeting.

**2. Appoint Voting Delegate and Alternate for the League of California Cities Annual Conference the League of California Cities Annual Conference Scheduled for October 8 – 10, 2025, in Long Beach.**

RECOMMENDATION: Appoint Vice Mayor Rob Moore as the Town's Voting Delegate and Mayor Matthew Hudes as the Alternate Voting Delegate for the League of California Cities Annual Conference scheduled for October 8-10, 2025, in Long Beach.

**3. Authorize the Town Manager to Execute the First Amendment to the Agreement for Services with New Image Landscaping, Co. to include the Median Island Landscape Maintenance in Front of the North 40 Phase I.**

RECOMMENDATION: Authorize the Town Manager to execute the First Amendment to the Agreement for Services (Attachment 1) with New Image Landscaping Co. to add landscape maintenance of the median islands created from the North 40 Phase I project, increasing the total agreement amount from \$846,923 to \$854,378.

**4. Authorize Town Manager or Designee to Enter into a Three Year Legal Services Agreement with Jarvis Fay LLP for a Total Contract Amount Not to Exceed \$120,000.**

RECOMMENDATION: Authorize Town Manager or Designee to Enter into a Three Year Legal Services Agreement with Jarvis Fay LLP for a Total Contract Amount Not to Exceed \$120,000.

**5. Authorize the Town Manager to Execute a Fourth Amendment to the Contract for Legal Services with the Law Firm of Goldfarb & Lipman to Increase the Contract Amount by \$3,000, for a Total Contract Amount Not to Exceed \$308,000.**

RECOMMENDATION: Authorize the Town Manager to execute a Third Amendment to the contract for legal services with the law firm of Goldfarb & Lipman to increase the contract amount by \$3,000, for a total contract amount not to exceed \$308,000.

**6. Authorize the Town Manager or Designee to Enter into a Litigation Legal Services Agreement for FY 2025-26 with Goldfarb and Lipman in an Amount Not to Exceed \$200,000 and Authorize an Expenditure Budget Adjustment of \$200,000 from the General Fund Unassigned Fund Balance.**

RECOMMENDATION: Authorize the Town Manager or designee to enter into a Litigation Legal Services Agreement for FY 2025/26 with Goldfarb and Lipman in an amount not to exceed \$200,000 and authorize an expenditure budget adjustment of \$200,000.

**7. Adopt an Interim Resolution to Redefine the Role of Youth Commissioners from Voting Members to Non-Voting Liaisons in All Commission Enabling Resolutions, Effective Until Formal Updates Are Adopted.**

RECOMMENDATION: Adopt an interim resolution to supersede any provisions in existing commission enabling resolutions that designate Youth Commissioners as voting members, and to redefine their role as non-voting liaisons, effective immediately and until individual enabling resolutions are formally updated.

**VERBAL COMMUNICATIONS** *(Members of the public are welcome to address the Town Council on any matter that is not listed on the agenda and is within the subject matter jurisdiction of the Town Council. The law generally prohibits the Town Council from discussing or taking action on such items. However, the Council may instruct staff accordingly. To ensure all agenda items are*

*heard, this portion of the agenda is limited to 30 minutes. In the event additional speakers were not heard during the initial Verbal Communications portion of the agenda, an additional Verbal Communications will be opened prior to adjournment. Each speaker is limited to no more than three (3) minutes or such time as authorized by the Mayor.)*

**PUBLIC HEARINGS** *(Applicants/Appellants and their representatives may be allotted up to a total of five minutes for opening statements. Members of the public may be allotted up to three minutes to comment on any public hearing item. Applicants/Appellants and their representatives may be allotted up to a total of three minutes for closing statements.)*

**OTHER BUSINESS** *(Up to three minutes may be allotted to each speaker on any of the following items.)*

- 8. Introduce an Ordinance Amending Chapter 14, “Licenses and Miscellaneous Business Regulations,” Article V, “Police Alarms,” of the Town Code to Require Alarm Permits for Residences and Render Residential False Alarms Subject to Penalties**  
**Ordinance Title: An Ordinance of the Town Council of the Town of Los Gatos Amending Article V, “Police Alarms,” of Chapter 14, “Licenses And Miscellaneous Business Regulations,” of the Town Code.**

**RECOMMENDATION:** Introduce an ordinance amending Chapter 14, “Licenses and Miscellaneous Business Regulations,” Article V, “Police Alarms,” of the Town Code to require alarm permits for residences and render residential false alarms subject to penalties.

- 9. Authorize Town Manager to Take All Necessary Steps and Execute Appropriate Documents to Participate in the Opioid Settlement Agreement with Purdue Pharma and the Sackler Family and Agree to the State Subdivision Agreements**

**RECOMMENDATION:** Authorize the Town Manager to execute, in substantially the form attached, the State Subdivision Agreement required for participation in the opioid settlement with Purdue Pharma and the Sackler family, and to take any other necessary steps and sign any other required agreements.

## **COUNCIL / MANAGER MATTERS**

### **CLOSED SESSION REPORT**

**ADJOURNMENT** *(Council policy is to adjourn no later than midnight unless a majority of Council votes for an extension of time.)*

**ADA NOTICE** - In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Clerk’s Office at (408) 354-6834. Notification at least two (2) business days prior to the meeting date will enable the Town to make reasonable arrangements to ensure accessibility to this meeting [28 CFR §35.102-35.104].

**NOTE:** The ADA access ramp to the Town Council Chambers is currently under construction and will be inaccessible until further notice. Individuals who require the use of that ramp to attend

meetings should contact the Clerk's Office at least two (2) business days in advance to arrange for alternative accommodations.

**NOTICE REGARDING SUPPLEMENTAL MATERIALS** - Materials related to an item on this agenda submitted to the Town Council after initial distribution of the agenda packets are available for public inspection in the Clerk's Office at Town Hall, 110 E. Main Street, Los Gatos and on the Town's website at [www.losgatosca.gov](http://www.losgatosca.gov). Town Council agendas and related materials can be viewed online at <https://losgatos-ca.municodemeetings.com/>.

### HOW TO PARTICIPATE

Members of the public may provide public comments for agenda items in-person or virtually through the Zoom Webinar by following the instructions listed below.

The public is welcome to provide oral comments in real-time during the meeting in three ways:

- **Zoom Webinar (Online):** To participate from a PC, Mac, iPad, iPhone or Android device. Please use this URL to join: <https://losgatosca.gov.zoom.us/j/86730363468?pwd=pfKQoh92JnbwOYwFvZqldSSWpJxYoK.1> Passcode: 577971. You can also type in 867 3036 3468 in the "Join a Meeting" page on the Zoom website at [www.zoom.us](http://www.zoom.us) and use passcode 577971. When the Mayor announces the item for which you wish to speak, click the "raise hand" feature in Zoom.
- **Telephone:** To participate by phone please dial 1 (408) 961-3927 or 1 (855) 758-1310 for US Toll-free and use conference code: 867 3036 3468. When the Mayor announces the item for which you wish to speak, press \*9 on your telephone keypad to raise your hand.
- **In-Person:** Please complete a "speaker's card" located on the back of the chamber benches and submit it to the Town Clerk before the meeting or when the Mayor announces the item for which you wish to speak.

**NOTES:** Comments will be limited to three (3) minutes or less at the Mayor's discretion. If you are unable to participate in real-time, you may email to [Clerk@losgatosca.gov](mailto:Clerk@losgatosca.gov) the subject line "Public Comment Item #\_\_\_" (insert the item number relevant to your comment).

Deadlines to submit written comments are:

- 11:00 a.m. the Thursday before the Council meeting for inclusion in the agenda packet.
- 11:00 a.m. the Friday and Monday before the Council meeting for inclusion in an addendum.
- 11:00 a.m. the day of the Council meeting for inclusion in a desk item.





**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 09/02/2025

ITEM NO. 1.

ITEM NO: 1

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**DRAFT  
Minutes of the Town Council Meeting  
Tuesday, August 19, 2025**

The Town Council of the Town of Los Gatos conducted a regular meeting in person and via teleconference.

**MEETING CALLED TO ORDER AT 7:02 P.M.**

**ROLL CALL**

Present: Mayor Matthew Hudes, Vice Mayor Rob Moore, Council Member Mary Badame, Council Member Rob Rennie (participated remotely), Council Member Maria Ristow.

Absent: None.

**PLEDGE OF ALLEGIANCE**

Council Member Ristow led the Pledge of Allegiance. The audience was invited to participate.

**PRESENTATIONS**

Mayor Hudes welcomed the Friends of the Library. The Friends of the Library presented a donation to the Los Gatos Library.

**CONSENT ITEMS (TO BE ACTED UPON BY A SINGLE MOTION)**

1. Approve the Minutes of the August 5, 2025, Town Council Study Session.
2. Approve the Minutes of the August 5, 2025, Town Council Meeting.
3. Receive the Monthly Financial and Investment Report for June 2025.
4. Ratify the Town Council Selection Committee's Recommended Youth Commissioner Appointments.
5. Authorize the Town Manager to Execute a First Amendment to the Agreement for Services with Frank and Grossman Landscape Contractors Inc. for Janitorial Services to Reduce the Scope of Work and Compensation through June 30, 2029.
6. Adopt a Resolution Approving a List of Approved Street Names for New Street Projects.

**RESOLUTION 2025-046**

7. Approve Purchase Orders with Baker and Taylor not to exceed \$115,000 for Fiscal Year (FY) 2025-26.
8. Authorize an Expenditure Budget Appropriation Adjustment to the Community Grants Line Item in the Amount of an Increase of \$5,000 from \$150,000 to \$155,000.
9. Approve the Revised Town Council Code of Conduct Policy 2-04. **POLICY 2-04**
10. Approve the Town Boards, Committees, and Commissions Code of Conduct Policy. **POLICY 2-19**

Mayor Hudes opened public comment.

SUBJECT: Draft Minutes of the Town Council Meeting of August 19, 2025

DATE: August 19, 2025

Gus Who

- Spoke about concerns related to items nine and ten.

Mayor Hudes closed public comment.

**MOTION: Motion by Council Member Ristow to approve consent items one through ten.  
Seconded by Vice Mayor Moore.**

**VOTE: Motion passed unanimously by roll call vote.**

### **VERBAL COMMUNICATIONS**

Rich Daniel

- Commented on concerns with the proposed development project on Oak Meadow Drive.

Ben Daniel

- Commented on concerns with a proposed 14-unit apartment complex.

Zoila Daniel

- Commented on concerns with a proposed 14-unit development on Oak Meadow Drive.

Art Vailionis

- Commented on concerns with the proposed 14-unit development project on Oak Meadow Drive.

Frank Farshidi

- Commented on concerns with the proposed 14-unit development project.

Gus Who

- Commented on various concerns.

Susan Bassi

- Commented on past incidents and expressed concerns about transparency and the public records request process.

### **OTHER BUSINESS**

11. Receive the Bi-Annual Police Services Report for January – June 2025.

Jamie Field, Chief of Police, presented the Bi-Annual Police Services Report.

Council asked questions.

Mayor Hudes opened public comment.

No one spoke.

SUBJECT: Draft Minutes of the Town Council Meeting of August 19, 2025

DATE: August 19, 2025

Mayor Hudes closed public comment.

Council received the report.

Council Member Badame stated that she would recuse herself from the next item due to the location of her primary residence. Council Member Badame left the Council Chambers.

## **PUBLIC HEARINGS**

12. Consider an Appeal of a Planning Commission Decision to Deny a Fence Height Exception Request for an Existing Fence Partially Located in the Town's Right-of-Way and Exceeding the Height Limitations Within the Required Front Yard and Street-Side Yard Setbacks on Property Zoned R-1D. Located at 10 Charles Street. APN 532-36-022. Fence Height Exception Application FHE-23-001. Categorically Exempt Pursuant to CEQA Guidelines Section 15303: New Construction or Conversion of Small Structures. Property Owner/Applicant/Appellant: Firoz Pradhan. Project Planner: Sean Mullin **RESOLUTION 2025-047**

Council provided the following disclosures: Vice Mayor More stated he visited the site; Council Member Ristow stated she visited the site; Mayor Hudes stated he visited the site and met with the appellant.

Sean Mullin, Planning Manager, presented the staff report.

Firoz Pradhan, appellant, provided opening remarks and stated reasons for the appeal.

Mayor Hudes opened public comment.

Kevin Chesney

- Commented on concerns and spoke in support of denying the appeal.

Doug Olcott

- Commented in support of the proposed plan from the appellant to reduce the fence height.

Mayor Hudes closed public comment.

Firoz Pradhan, appellant, provided closing comments.

Council discussed the item.

Mayor Hudes called a recess at 9:05 p.m.

Mayor Hudes reconvened the meeting at 9:20 p.m.

SUBJECT: Draft Minutes of the Town Council Meeting of August 19, 2025

DATE: August 19, 2025

**MOTION:** Motion by **Mayor Hudes** to adopt a resolution denying an appeal of a Planning Commission decision to deny a Fence Height Exception request for an existing fence partially located in the Town's right-of-way and exceeding the height limitations within the front yard and street-side yard setbacks on property zoned R-1D located at 10 Charles Street. Seconded by **Council Member Ristow**.

**VOTE:** Motion passed by a 4-0-1 roll call vote. Council Member Badame was recused.

Council Member Badame returned to the Council Chambers.

### **OTHER BUSINESS**

13. Provide Direction for the Distribution of \$155,000 Included in the FY 2025-26 Budget for Community Grants.

Ryan Baker, Library Director, presented the staff report.

Mayor Hudes opened public comment.

Ed Lozowiki, Saint Vincent de Paul Society (SVdP)

- Requested the laundry voucher program be considered as a sustaining grant rather than a competitive grant.

Sue Ahmadian, Saint Vincent de Paul Society (SVdP)

- Requested the Council consider a sustaining grant for the laundry voucher program.

Tim O'Rorke

- Requested the Council move the \$2,500 laundry funding from competitive grants to sustaining grants.

Last Thing

- Commented on potential funding to support upcoming sports events.

Will Whitney

- Thanked the Council for providing grant funding to the Billy Jones Railroad last year.

Mayor Hudes closed public comment.

Council discussed the item.

**MOTION:** Motion by **Vice Mayor Moore** to set our sustaining grants at \$23,000 for Live Oak Nutrition, \$2,500 to St. Vincent de Paul for the laundry program, \$20,000 to West Valley Community Services for human services support, \$20,000 for rental assistance for staff to work with St. Vincent de Paul and the Los Gatos Anti Racism Coalition to

SUBJECT: Draft Minutes of the Town Council Meeting of August 19, 2025

DATE: August 19, 2025

fairly appropriate, \$10,000 for Cassy, \$10,000 for Next Door Community Solutions, \$6,000 for St. Luke's for food pantry support, and \$7,800 to the Los Gatos Methodist Church for the shower program. Seconded by **Mayor Hudes**.

**VOTE: Motion passed unanimously by roll call vote.**

**MOTION: Motion by Council Member Badame** that the remaining funds that are not allocated to sustaining grants are made available as competitive one-time grants. Seconded by **Vice Mayor Moore**.

**VOTE: Motion passed unanimously by roll call vote.**

**MOTION: Motion by Council Member Ristow** that starting this year, an organization can only receive a competitive award every other year, rather than remaining eligible every year, and stipulate that 100% of the service or event funded by the grant takes place within the municipal boundaries of incorporated Los Gatos. Seconded by **Council Member Badame**.

**VOTE: Motion passed 4-1 by roll call vote. Vice Mayor Moore voted no.**

**MOTION: Motion by Council Member Ristow** to approve the composition of the grant reading/rating pool to include two members of the Arts and Culture Commission, two members of the Community Health and Senior Services Commission, and one member of the Diversity, Equity, and Inclusion Commission. Seconded by **Vice Mayor Moore**.

**VOTE: Motion passed unanimously by roll call vote.**

**MOTION: Motion by Council Member Ristow** to receive in the budget, the sustaining grants, itemized with who is receiving them and the dollar amount; and the competitive grant lump amount that would go through the process using the rubric. Seconded by **Council Member Badame**.

**VOTE: Motion passed unanimously by roll call vote.**

## **COUNCIL/TOWN MANAGER REPORTS**

### **Council Matters**

SUBJECT: Draft Minutes of the Town Council Meeting of August 19, 2025

DATE: August 19, 2025

- Vice Mayor Moore stated he participated in the Youth Commission interviews; hosted an e-motorcycle listening session; attended the Silicon Valley Youth Climate Action Summit; spoke with students from the incoming West Valley College Student Government Class; attended a Cities Association Board meeting, a Los Gatos Chamber of Commerce Mixer, and a pickleball meeting; and held a community coffee meeting.
- Council Member Ristow stated she attended the Valley Transportation Authority (VTA) Policy Advisory Committee and met with residents.
- Council Member Badame stated she attended a Finance Commission meeting as an observer; met with Ryan Rosenburg of Los Gatos Thrives, and John Whitney and Jim Foley regarding a development proposal; and attended a resident wildfire advisory group meeting.
- Council Member Rennie stated he met with John Whitney and Jim Foley regarding a development proposal; met with Tom Picraux with Los Gatos Thrives; and attended a Silicon Valley Clean Energy Authority Board meeting.
- Mayor Hudes stated he participated in the Youth Commission interviews, a wildfire advisory meeting; announced an event tomorrow morning to speak at Novitiate Park; attended a ribbon cutting for the New Mom School; participated in a Los Gatos Thrives Executive Committee meeting, a Finance Commission meeting, and a Cities Association Board meeting.

### **Town Manager Matters**

- Announced the Finance Commission reviewed a draft Request for Proposals for three different studies, including a fiscal impact analysis regarding the impact of the Housing Element, a fiscal condition analysis with a five-year forecast, and an asset liability management study.

### **Closed Session Report**

Cassie Bronson, Contract Attorney, stated there is no reportable action.

### **ADJOURNMENT**

The meeting adjourned at 11:02 p.m.

Respectfully Submitted:

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Jenna De Long, Deputy Town Clerk



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 09/20/2025

ITEM NO. 2.

ITEM NO: 2

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DATE: September 2, 2025  
TO: Mayor and Town Council  
FROM: Chris Constantin, Town Manager  
SUBJECT: **Appoint Voting Delegate and Alternate for the League of California Cities  
Annual Conference the League of California Cities Annual Conference  
Scheduled for October 8 – 10, 2025, in Long Beach**

**RECOMMENDATION:** Appoint Vice Mayor Rob Moore as the Town’s Voting Delegate and Mayor Matthew Hudes as the Alternate Voting Delegate for the League of California Cities Annual Conference scheduled for October 8-10, 2025, in Long Beach.

**FISCAL IMPACT:**

The action of appointing a voting delegate does not have a direct fiscal impact. However, there are costs associated with Council Members’ participation in the Annual League Conference. The adopted FY 2025–26 Operating Budget includes sufficient appropriations in the Town Council budget to cover these conference expenses.

**STRATEGIC PRIORITY:**

There is no direct strategic priority associated with this action.

**BACKGROUND:**

Each year, the League of California Cities holds an annual conference to address key legislative, social, fiscal, and service issues affecting California municipalities. A key component of the conference is the annual business meeting, where League members take action on proposed resolutions. These resolutions help guide cities and the League in efforts to improve the quality, responsiveness, and vitality of local government in California.

**PREPARED BY:** Wendy Wood  
Town Clerk

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Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, and Finance Director

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SUBJECT: Appoint Voting Delegate and Alternate for the League of California Cities Annual Conference the League of California Cities Annual Conference  
DATE: September 2, 2025

DISCUSSION:

The League of California Cities Annual Conference is scheduled for October 8-10, 2024, in Long Beach. The General Business Meeting is scheduled for Friday, October 18, 2024, at the Long Beach Convention Center.

To better facilitate the voting process during the annual business meeting, participating cities and towns are asked to designate a primary voting delegate and, optionally, an alternate if the primary is unable to attend or perform voting duties. The voting delegate is typically the Town's appointed representative or alternate. Vice Mayor Rob Moore and Mayor Matthew Hudes, who will be attending the conference, have agreed to serve as the Town's voting delegate and alternate, respectively.

It has been the Town's past practice to have the appointed voting delegate determine the Town's position based on resolution discussion and feedback at the League Annual Business Meeting.

ENVIRONMENTAL ASSESSMENT:

This action is not a project as defined under the California Environmental Quality Act.

Attachments:

1. 2025 Cal Cities Voting Delegate Information Packet

Council Action Advised by September 24, 2025

**DATE:** Wednesday, July 16, 2025

**TO:** Mayors, Council Members, City Clerks, and City Managers

**RE:** DESIGNATION OF VOTING DELEGATES AND ALTERNATES  
League of California Cities Annual Conference and Expo, Oct. 8-10, 2025  
Long Beach Convention Center

Every year, the League of California Cities convenes a member-driven General Assembly at the [Cal Cities Annual Conference and Expo](#). The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Oct. 10, the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

**Action by Council Required.** Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

**Following council action, please submit your city's delegates through [the online submission portal](#) by Wed., Sept. 24.** When completing the Voting Delegate submission form, you will be asked to attest that council action was taken. You will need to be signed in to your My Cal Cities account when submitting the form.

Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

**Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration is open on the [Cal Cities](#) website.

For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

Please view Cal Cities' [event and meeting policy](#) in advance of the conference.

**Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

**Seating Protocol during General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the Long Beach Convention Center in Long Beach, will be open at the following times: Wednesday, Oct. 16, 8:00 a.m.-6:00 p.m. and Thursday, Oct. 17, 7:30 a.m.-4:00 p.m. On Friday, Oct. 18, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for submitting your voting delegate and alternates by Wednesday, Sept. 24. If you have questions, please contact Zach Seals at [zseals@calcities.org](mailto:zseals@calcities.org).

Attachments:

- General Assembly Voting Guidelines
- Information Sheet: Cal Cities Resolutions and the General Assembly

## General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.
6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.
7. **Resolving Disputes.** In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure Cal Cities represents cities with one voice. These policies directly guide Cal Cities' advocacy to promote local decision-making, and lobby against statewide policies that erode local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how resolutions and the General Assembly work.

## Prior to the Annual Conference and Expo

### General Resolutions



Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance

to cities. The resolution must have the concurrence of at least five additional member cities or individual members.

### Policy Committees



The Cal Cities President assigns general resolutions to policy committees where members

review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.

## During the Annual Conference and Expo

### Petitioned Resolutions



The petitioned resolution is an alternate method to introduce policy proposals during

the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.

### Resolutions Committee



The Resolutions Committee considers all resolutions. General Resolutions approved<sup>1</sup> by either a policy committee

or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go to the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.<sup>2</sup>

### General Assembly



During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

## Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, and policy committee, as well as individuals appointed by the Cal Cities president.

**Voting delegates** are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates—one from every member city.

Seven **policy committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, and municipal department, as well as individuals appointed by the Cal Cities president.



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 09/02/2025

ITEM NO. 3.

ITEM NO: 3

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DATE: August 29, 2025  
TO: Mayor and Town Council  
FROM: Chris Constantin, Town Manager  
SUBJECT: **Authorize the Town Manager to Execute the First Amendment to the Agreement for Services with New Image Landscaping, Co. to include the Median Island Landscape Maintenance in Front of the North 40 Phase I.**

**RECOMMENDATION:** Authorize the Town Manager to execute the First Amendment to the Agreement for Services (Attachment 1) with New Image Landscaping Co. to add landscape maintenance of the median islands created from the North 40 Phase I project, increasing the total agreement amount from \$846,923 to \$854,378.

**FISCAL IMPACT:**

The total fiscal impact includes a one-time fee of \$2,280 and a prorated annual cost of \$1,035 for services through Fiscal Year 2025/26. The remaining three contract years will have a fiscal cost of \$1,380 per year. The total cost of the proposed amendment is \$7,455, resulting in a total agreement not to exceed amount of \$854,378. The adopted FY 2025-26 Parks and Public Works operating budget Parks Service Program 5301 includes sufficient expenditure appropriations (1115301-63363) to cover the amended contract costs. Funding for subsequent fiscal years will be subject to future budget approvals.

FISCAL YEAR	FISCAL IMPACT
2025/2026	\$3,315.00
2026/2027	\$1,380.00
2027/2028	\$1,380.00
2028/2029	\$1,380.00

**PREPARED BY:** Tyler Thomas  
Superintendent

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Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, Finance Director, and Director of Parks and Public Works

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SUBJECT: First Amendment to Agreement with New Image Landscaping

DATE: August 29, 2025

STRATEGIC PRIORITY:

This maintenance to median islands supports the Core Goal of **Quality Public Infrastructure**. Maintenance is a key facet of ensuring Town infrastructure is well kept, safe, and long lasting.

BACKGROUND:

On March 1, 2024, the Town entered into a five-year agreement for services with New Image Landscape Co. for landscape services in parks and median islands throughout Town (Attachment 2). The annual amount of services was set at \$158,798 and the total agreement was not to exceed amount of \$846,923 through June 30, 2029. This agreement covers mowing, medians island maintenance, and landscape and lighting district services. The proposed amendment expands the scope to include two new median islands adjacent to Phase I of the North 40 Project. In June of 2023 a certificate of completion and certificate of acceptance for landscaping in the median islands was issued to the site developer. After acceptance the developer maintained the islands and the Town must now take over this maintenance within the public right of way.

DISCUSSION:

The current landscape maintenance agreement does not include ongoing maintenance for two median islands that were installed as part of Phase I of the North 40 development. In order the ensure that all Town median islands are consistently maintained, it is staff's recommendation to add the two median islands to the existing landscape maintenance contract. In order to effectuate a seamless transition, staff recommends approving a one-time fee of \$2,280 to allow the contractor to fully assess the islands, cleanup overgrown vegetation, and prepare the islands to enter into the landscaping rotation. Staff considered waiting to add these locations until the next contract cycle while performing the work with in-house resources, but due to the amount of work required on each island staff would not be able to take on the additional workload. Following the initial cost, the cost of adding the two median islands will be prorated in FY 25/26 with a cost of \$1,035. The remaining three years of the contract will have an annual cost of \$1,380.

CONCLUSION:

By approving the proposed amendment to the current landscape maintenance agreement, two median islands constructed by and adjacent to the Phase 1 North 40 development will be added to the existing agreement and New Image Landscape Co. will begin maintenance starting October 1, 2025.

ENVIRONMENTAL ASSESSMENT:



PAGE 3 OF 3

SUBJECT: First Amendment to Agreement with New Image Landscaping

DATE: August 29, 2025

This is not a project defined under CEQA, and no further action is required.

Attachments:

1. First Amendment to Agreement for Services with New Image Landscaping Co.
2. Original Agreement

## AMENDMENT TO AGREEMENT

### PREAMBLE

This First Amendment to Agreement for Services is dated for identification on this 2nd day of September 2025, and amends that certain Agreement for Services dated March 1, 2024, made by and between the Town of Los Gatos, ("Town,") and the New Image Landscape, Co. ("Service Provider") identified as an S Corporation and whose address is 3250 Darby Common Fremont, CA 94539.

### I. RECITALS

- A. Town and Consultant entered into an Agreement for Services on March 1, 2024 ("Agreement"), incorporated by reference.
- B. Town desires to amend the Agreement to provide additional scope of services and add to the compensation.

### II. AMENDMENT

- A. Section 2.2 Scope of Services is amended to include a one-time cleanup of two median islands adjacent to the N. 40 Development on Los Gatos Boulevard and monthly service on each island to match existing agreement on the rest of the Town median islands, as described in that certain Addendum sent to the Town on July 17, 2025, which is hereby incorporated by reference and attached as Exhibit A.
- B. Section 2.6 Compensation is amended , to replace the table in the original agreement with the new table below, which includes the additional the scope of services as described in Exhibit A to this Amendment:

Total Agreement Amount Prior to CPI Increase Adjustments	
<b>\$ 52,933</b>	<b>Year 1 - 3/1/24-6/30/24 (4 months)</b>
<b>\$ 158,798</b>	<b>Year 2 - 7/1/24-6/30/25</b>
	<b>First Amendment:</b>
<b>\$ 162,113</b>	<b>Year 3 - 7/1/25-6/30/26 (Includes Prorated N. 40 Median Island = \$1,035 + \$2,280 One-Time Fee)</b>
<b>\$ 160,178</b>	<b>Year 4 - 7/1/26-6/30/27 (Includes N. 40 Meidan Island = \$1,380)</b>
<b>\$ 160,178</b>	<b>Year 5 - 7/1/27-6/30/28 (Includes N. 40 Meidan Island = \$1,380)</b>
<b>\$ 160,178</b>	<b>Year 6 - 7/1/28-6/30/29 (Includes N. 40 Meidan Island = \$1,380)</b>
<b>\$ 854,378</b>	<b>Total Agreement Amount</b>
Unanticipated maintenance - shall remain at a not exceed amount of \$7,562 annually Years 3-6	

For a total agreement base amount valued at \$854,378, prior to any adjustments for CPI.

Compensation for year one (March 1 through June 30, 2024) shall not exceed \$52,933. Compensation for future years shall be adjusted upward annually for the remaining term of this agreement by the change, if any, in the San Francisco-Oakland-San Jose Metropolitan Area Consumer Price Index for All Urban Consumers, all items (CPI). The adjustment shall be based upon the CPI published on December 31 of the preceding year. If the CPI indicates a downward adjustment, compensation will remain at the base amount. Payment shall be based upon Town approval of each task.

- C. All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Town and Service Provider have executed this Amendment.

Town of Los Gatos by:

New Image Landscape, Co. by:

\_\_\_\_\_  
Chris Constantin, Town Manager

\_\_\_\_\_  
Jeffrey Suzuki , General Manager

Recommended by:

\_\_\_\_\_  
Nicolle Burnham,  
Director of Parks and Public Works

Approved as to Form:

\_\_\_\_\_  
Gabrielle Whelan, Town Attorney

July 17th, 2025

Town of Los Gatos  
c/o Tyler Thomas, Town of Los Gatos  
Los Gatos, CA

Re: Landscape Management Agreement – TOWN OF LOS GATOS Addendum I

Thank you for the opportunity to provide you with a comprehensive Landscape Management Agreement. The specifications are written in an outline format so that it is easier to read. I hope this information will be helpful in determining your choice of contractors.

If this agreement meets with your approval, please sign and return both copies to our office. We will execute the agreement and return one copy to your office. If for any reason the agreement is not accepted, we would appreciate your advising us accordingly and hope you will make use of our services on another occasion.

Please do not hesitate to call with any questions.

Sincerely,

NEW IMAGE LANDSCAPE COMPANY

*Jeffrey Suzuki*

Jeffrey Suzuki  
General Manager

*Arturo Mendoza*

Arturo Mendoza  
Asst. Account Manager

# Town of Los Gatos – Landscape Management Agreement: Addendum I



ITEM NO. 3.

New Image Landscape Company

## TO OWNER / OWNER'S REPRESENTATIVE:

Date: July 17th, 2025  
Name: Tyler Thomas  
Company: Town of Los Gatos  
Address: 41 Miles Avenue  
City: Los Gatos State: CA Zip Code: 95030  
Phone: (510) 276-4700 Email: \_\_\_\_\_

## PROJECT:

Name: Los Gatos Blvd medians  
Address/Location: Lark Ave to Terreno De Flores Lane  
City: Los Gatos State: CA Zip Code: 95032

## **PROJECT DESCRIPTION:** Landscape management service of **Town of Los Gatos.**

Addendum I to include 1X per month service of medians on Los Gatos Blvd starting from Lark Ave to Terreno De Flores Lane.

**Addendum I to add \$115.00 per month to current monthly pricing.**

EFFECTIVE DATE: \_\_\_\_\_ T.B.D.

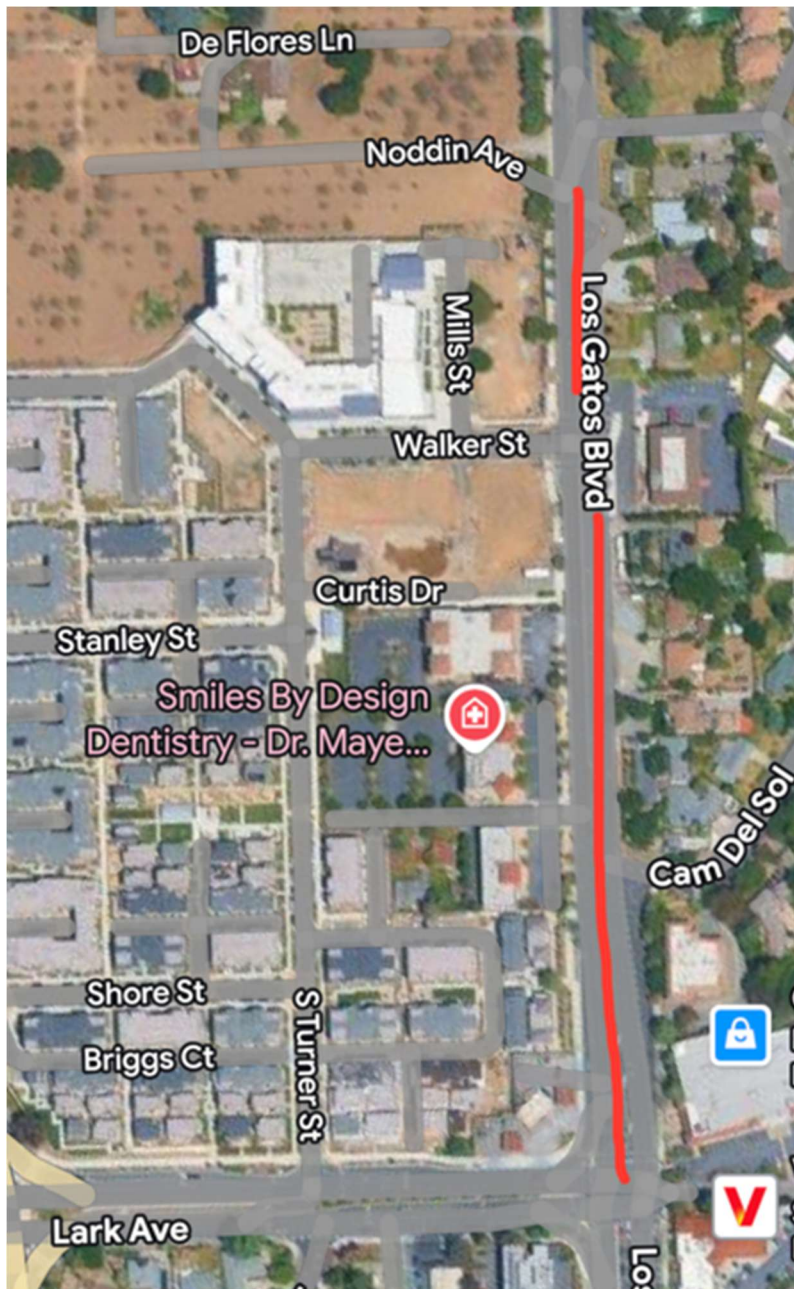
Enclosures: Landscape Specifications & Site Plan (If provided.)

# Town of Los Gatos – Landscape Management Agreement: Addendum I

New Image Landscape Company



ITEM NO. 3.



3250 Darby Common, Fremont, CA 94539

Tel. (510)226-9191

Fax (510)226-1298

Lic. #719106

[www.newimagelandscape.com](http://www.newimagelandscape.com)

NILC 3 of 3





**NEW IMAGE**  
LANDSCAPE COMPANY

ITEM NO. 3.

## 532221- Town of Los Gatos Meidan Initial Clean Up (JUN 2025)

**Date** 6/9/2025  
**Customer** Steve Souza | Town of Los Gatos |  
**Property** Town of Los Gatos | 41 Miles Ave | Los Gatos, CA 95030  
**PO #**

Proposal to clean up 2X new medians on Los Gatos Blvd between Terreno De Flores Ln and Lark Ave for the Town of Los Gatos. Medians need weeds to be cleaned out and sprayed, shrubs to be pruned up, and dead plants removed.

### Misc Enhancement

Items	Quantity	Unit
Green Waste Disposal Fee	4.00	CUYD
PROJECT TOTAL:		\$2,280.00

### Terms & Conditions

**By** \_\_\_\_\_  
Jeff Suzuki  
**Date** 6/9/2025  
\_\_\_\_\_  
New Image Landscaping

## AGREEMENT FOR SERVICES

THIS AGREEMENT is dated for identification this 1<sup>st</sup> of March 2024 and is made by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and New Image Landscape Company ("Service Provider"), identified as a C Corporation and whose address is 3250 Darby Common Fremont, CA 94539. This Agreement is made with reference to the following facts.

### I. RECITALS

- 1.1 Town sought quotations for the services described in this Agreement, and Service Provider was found to be the lowest responsible supplier for this purchase.
- 1.2 Service Provider represents and affirms that it is willing to perform the desired work pursuant to this Agreement.
- 1.3 Town desires to engage Service Provider to provide Landscape Services.
- 1.4 Service Provider warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Service Provider acknowledges Town has relied upon these warranties to retain Service Provider.

### II. AGREEMENT

- 2.1 Scope of Services. Service Provider shall provide services as described in that certain Proposal sent to the Town on December 20, 2023, which is hereby incorporated by reference and attached as Exhibit A.
- 2.2 Term and Time of Performance. The effective date of this Agreement shall begin March 1, 2024, or on the agreement execution date, whichever is later, and will continue through June 30, 2029, subject to appropriation of funds, notwithstanding any other provision in this agreement.
- 2.3 Compliance with Laws. The Service Provider shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Service Provider represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Service Provider to practice its profession. Service Provider shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.
- 2.4 Sole Responsibility. Service Provider shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.

2.5 Information/Report Handling. All documents furnished to Service Provider by the Town and all reports and supportive data prepared by the Service Provider under this Agreement are the Town's property and shall be delivered to the Town upon the completion of services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Service Provider in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and the Service Provider shall not make any of these documents or information available to any individual or organization not employed by the Service Provider or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Service Provider pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Service Provider in connection with other projects shall be solely at Town's risk, unless Service Provider expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Service Provider which is and has been confirmed in writing by Service Provider to be a trade secret of Service Provider.

2.6 Compensation: shall be as follows, per the bid pricing sheet as described in Exhibit A.

Total Bid Pricing	
Medians & Facilities	\$31,944
Mowing	\$97,428
Landscape & Lighting	\$21,864
Total	\$151,236

Preventative maintenance – shall not exceed \$151,236 annually.

Unanticipated maintenance – shall not exceed \$7,562 annually.

For a total amount not to exceed \$158,798 annually, and a total agreement base amount valued at \$846,923, prior to any increase adjustments for CPI.

\$ 52,933	Year 1 - 3/1/24-6/30/24 (4 months)
\$ 158,798	Year 2 - 7/1/24-6/30/25
\$ 158,798	Year 3 - 7/1/25-6/30/26
\$ 158,798	Year 4 - 7/1/26-6/30/27
\$ 158,798	Year 5 - 7/1/27-6/30/28
\$ 158,798	Year 6 - 7/1/28-6/30/29
\$ 846,923	Total Agreement Amount

Compensation for year one (March 1 through June 30, 2024) shall not exceed \$52,933. Compensation for future years shall be adjusted upward annually for the remaining term of this agreement by the change, if any, in the San Francisco-Oakland-San Jose Metropolitan Area Consumer Price Index for All Urban Consumers, all items (CPI). The adjustment shall be based upon the CPI published on December 31 of the preceding year. If the CPI indicates a

downward adjustment, compensation will remain at the base amount. Payment shall be based upon Town approval of each task.

- 2.7 Billing. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for Town review, even if only in partial or draft form.

Payment shall be net thirty (30) days. All invoices and statements to the Town shall be addressed as follows:

Invoices:

Town of Los Gatos

Attn: Accounts Payable

P.O. Box 655

Los Gatos, CA 95031-0655

- 2.8 Failure to Perform. It is mutually agreed by SERVICE PROVIDER and TOWN that in the event that performance of the work by SERVICE PROVIDER under this Agreement is not completed as scheduled, TOWN will suffer damages and will incur other costs and expenses of a nature and amount which is difficult or impractical to determine. The Parties agree that by way of ascertaining and fixing the amount of damages, costs and expenses, and not by way of penalty, SERVICE PROVIDER shall pay to TOWN the sum of one hundred dollars (\$100.00) per location per scheduled service in liquidated damages for every missed service beyond three missed services in a month in addition to reducing the monthly payment by the cost of that service. In the event that the liquidated damages are not paid, SERVICE PROVIDER agrees that TOWN may deduct the amount of unpaid damages from any money due or that may become due to SERVICE PROVIDER under this Agreement.
- 2.9 Schedule. Service Provider shall provide a schedule to the Town prior to beginning work. The schedule shall identify dates of service for each location. Schedule changes shall be approved by the Town with 24-hour notice. Each missed location shall be considered a failure to perform, unless the contractor provides advance notice of schedule change.
- 2.10 Availability of Records. Service Provider shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Service Provider shall make these records available to authorized personnel of the Town at the Service Provider offices during business hours upon written request of the Town.
- 2.11 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Service Provider. No portion of these services shall be assigned or subcontracted without the written consent of the Town.

- 2.12 Independent Contractor. It is understood that the Service Provider, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the Town. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the Service Provider may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Service Provider agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Service Provider shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Service Provider or is based on allegations of Service Provider's negligent performance or wrongdoing.
- 2.13 Conflict of Interest. Service Provider understands that its professional responsibilities are solely to the Town. The Service Provider has and shall not obtain any holding or interest within the Town of Los Gatos. Service Provider has no business holdings or agreements with any individual member of the Staff or management of the Town or its representatives nor shall it enter into any such holdings or agreements. In addition, Service Provider warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest, should it discover it has done so and shall, at the Town's sole discretion, divest itself of such interest. Service Provider shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person Service Provider discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement Service Provider shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.
- 2.14 Equal Employment Opportunity. Service Provider warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Service Provider nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

### III. INSURANCE AND INDEMNIFICATION

#### 3.1 Minimum Scope of Insurance:

- i. Service Provider agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: two million dollars (\$2,000,000) combined

single limit per occurrence for bodily injury, personal injury and property damage.

- ii. Service Provider agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- iii. Service Provider shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Service Provider agrees that all certificates and endorsements are to be received and approved by the Town before work commences.

**General Liability:**

- i. The Town, its elected and appointed officials, employees, and agents are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Service Provider; products and completed operations of Service Provider, premises owned or used by the Service Provider.
- ii. The Service Provider's insurance coverage shall be primary insurance as respects the Town, its elected and appointed officials, employees, and agents. Any insurance or self-insurances maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Service Provider's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or volunteers.
- iv. The Service Provider's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3.2 All Coverages. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Town Clerk.

3.3 Workers' Compensation. In addition to these policies, Service Provider shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement.

Further, Service Provider shall ensure that all subcontractors employed by Service Provider provide the required Workers' Compensation insurance for their respective employees.

- 3.4 Indemnification. The Service Provider shall save, keep, hold harmless and indemnify and defend the Town its elected and appointed officials, agents, employees, and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omissions of the Service Provider, or any of the Service Provider's officers, employees, or agents or any subcontractor.

#### IV. GENERAL TERMS

- 4.1 Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.
- 4.2 Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.
- 4.3 Termination of Agreement. The Town and the Service Provider shall have the right to terminate this agreement with or without cause by giving not less than fifteen days (15) written notice of termination. In the event of termination, the Service Provider shall deliver to the Town all plans, files, documents, reports, performed to date by the Service Provider. In the event of such termination, Town shall pay Service Provider an amount that bears the same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.
- 4.4 Prevailing Wages. This project is subject to the requirements of Section 1720 et seq. of the California Labor Code requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. Contractors and all subcontractors who perform work on the project are required to comply with these requirements. Prevailing wages apply to all projects over \$1,000 which are defined as a "public work" by the State of California. This includes: construction, demolition, repair, alteration, maintenance and the installation of photovoltaic systems under a Power Purchase Agreement when certain conditions are met under Labor Code Section 1720.6. This include service and warranty work on public buildings and structures.

- 4.4.1 The applicable California prevailing wage rate can be found at [www.dir.ca.gov](http://www.dir.ca.gov) and are on file with the Town of Los Gatos Parks and Public Works Department,



which shall be available to any interested party upon request. The contractor is also required to have a copy of the applicable wage determination posted and/or available at each jobsite.

- 4.4.2 Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime, weekend and holiday pay, and shift pay must be paid pursuant to applicable Labor Code section.
- 4.4.3 The public entity for which work is being performed or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violations identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.
- 4.4.4 As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, the contractor agrees to present to the TOWN, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by the Agency or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.
- 4.4.5 In addition to submitting the certified payrolls and related documentation to the TOWN, the contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and final payment.
- 4.4.6 No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- 4.4.7 No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than \$15,000 for maintenance work or less than

\$25,000 for construction alternation, demolition or repair work, registration is not required.

- 4.4.8 Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the TOWN for any fines assessed by the California Department of Industrial Relations against the TOWN for such violation, including all staff costs and attorney's fee relating to such fine.
- 4.4.9 The TOWN shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., the TOWN may continue to hold sufficient funds to cover estimated wages and penalties under the contract.
- 4.5 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Service Provider.
- 4.6 Disputes. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.
- 4.7 Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:
- |  |  |
|--|--|
| <p>Town of Los Gatos<br/>Attn: Town Clerk<br/>110 E. Main Street<br/>Los Gatos, CA 95030</p> | <p>New Image Landscape Company<br/>3250 Darby Common<br/>Fremont, CA 94539</p> |
|--|--|
- or personally delivered to Service Provider to such address or such other address as Service Provider designates in writing to Town.
- 4.8 Order of Precedence. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect of the Products or Services and any attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.
- 4.9 Entire Agreement. This Agreement, including all Exhibits, constitutes the complete and exclusive statement of the Agreement between the Town and Service Provider. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

IN WITNESS WHEREOF, the Town and Service Provider have executed this Agreement.


Town of Los Gatos by:

DocuSigned by:  
  
853FEEA2EB39470...  
Laurel Prevetti, Town Manager

New Image Landscape Company, by:


DocuSigned by:  
  
C79467D978824DE...  
Russell Takehara, Vice President

Recommended by:

DocuSigned by:  
  
0E97831349044C9...  
Nicolle Burnham  
Director of Parks and Public Works

DocuSigned by:  
  
4E6FA530E62F47C...  
Irene Briggs, Chief Financial Officer

Approved as to Form:

DocuSigned by:  
  
EFD6738A5534428...  
Gabrielle Whelan, Town Attorney

Attest:

DocuSigned by:  
  
BF6EBCBE2C214F6...  
Wendy Wood, CMC, Town Clerk



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 09/02/2025

ITEM NO. 4.

ITEM NO: 4

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DATE: August 22, 2025  
TO: Mayor and Town Council  
FROM: Gabreille Whelan, Town Attorney  
SUBJECT: **Authorize Town Manager or Designee to Enter into a Three Year Legal Services Agreement with Jarvis Fay LLP for a Total Contract Amount Not to Exceed \$120,000**

RECOMMENDATION: Authorize Town Manager or Designee to Enter into a Three Year Legal Services Agreement with Jarvis Fay LLP for a Total Contract Amount Not to Exceed \$120,000.

FISCAL IMPACT:

Jarvis Fay LLP provides the following legal services to the Town: land use, CEQA, taxation, and fee advice. The funds for this agreement have already been budgeted for 2025-26. There is no additional fund allocation required for this contract.

STRATEGIC PRIORITY:

This item aligns with the strategic priority to preserve the Town's small-town charm and provide a range of housing opportunities and historic neighborhoods, while diligently maintaining and implementing the Housing Element.

BACKGROUND:

The Town Attorney's Office retains Jarvis Fay LLP as a single source vendor as allowed under Town Code section 2.50.130(b)(2), to provide legal advice with regard to land use, CEQA, taxation, and fees. In accordance with the Town's purchasing policy, goods and services costing over \$100,000 require Town Council approval.

PREPARED BY: Bridgette Falconio  
Administrative Technician

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Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, and Finance Director

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PAGE 2 OF 2

SUBJECT: Jarvis Fay LLP Agreement

DATE: August 22, 2025

DISCUSSION:

This new agreement is required to ensure that the Town has access to legal services in land use, CEQA, taxation, and fee matters for the next three fiscal years.

CONCLUSION:

Staff recommends that the Town Council authorize the Town Manager or Designee to enter into a three year legal services contract with Jarvis Fay LLP.

COORDINATION:

This report was prepared in coordination with the Town Attorney's Office and the Finance Department.

ENVIRONMENTAL ASSESSMENT:

This is not a project defined under CEQA, and no further action is required.

Attachments:

1. Jarvis Fay Agreement



555 12th Street, Suite 1630  
Oakland, CA 94607

Phone: (510) 238-1400

[www.jarvisfay.com](http://www.jarvisfay.com)

*Via Email*  
[gwhelan@losgatosca.gov](mailto:gwhelan@losgatosca.gov)

August 20, 2025

Gabrielle Whelan  
Town Attorney  
Town of Los Gatos  
110 E. Main Street  
Los Gatos, CA 95030

Re: Legal Services Agreement

Dear Gabrielle:

Thank you for selecting Jarvis Fay LLP to provide legal services to the Town of Los Gatos ("Town"). This letter sets forth our agreement concerning the legal services we will provide and our fee arrangements for our services. This agreement will be effective from July 1, 2025 to July 1, 2028.

**1. Scope of Engagement.** We will provide legal services to the Town regarding general land use advice, municipal revenues, and ballot measures. The scope of this engagement may be extended to other matters if confirmed in writing. A writing confirming an agreement to provide legal services to you on other specified matters shall bring such services within the scope of the terms set forth in this letter.

**2. Fees and Personnel.** We shall bill the Town \$395 per hour for time billed by our senior partners, \$355 per hour for time billed by partners and of counsel attorneys, \$315 per hour for time billed by senior associates, \$275 per hour for time billed by associates, and \$140 per hour for time billed by our paralegals/legal assistants. These rates represent the maximum we will charge for our work, but we may charge lesser rates or "no charge" some time, as a matter of billing judgment. We bill for our time in 6-minute increments, with no minimum billable time. Our stated rates will be in effect until the end of FY 2026 (June 30). All of our hourly rates are subject to reasonable annual adjustments. We will provide you with notice of any such adjustments. The maximum amount that can be billed under this agreement is \$120,000, unless an increase is approved in writing.

**3. Disbursements and Expenses.** In addition to hourly fees, we may incur out-of-pocket expenses from outside vendors related to your representation, which we will pass on to the Town.

Gabrielle Whelan  
August 20, 2025  
Page 2 of 3

We will advance payment for routine expenses for individual items that cost less than \$1,000, but will refer items that cost more directly to the Town for payment. We do not bill for in-house copy or fax costs or other overhead.

**4. Billing and Payment Responsibilities.** We will send monthly statements that are due within 30 days of receipt. If you have any questions about an invoice, please feel free to call me at (510) 238-1402 or to email me at [bfay@jarvisfay.com](mailto:bfay@jarvisfay.com).

**5. Termination of Services.** The Town may terminate our services at any time by written notice. After receiving such notice, we will cease providing services. We will cooperate with you in the orderly transfer of all related files and records to the Town's new counsel.

We may terminate our services at any time with the Town's consent or for good cause. Good cause exists if (a) any statement is not paid within 60 days of its date; (b) the Town fails to meet any other obligation under this agreement and continues in that failure for 15 days after we send written notice to the Town; (c) the Town has misrepresented or failed to disclose material facts to us, refused to cooperate with us, refused to follow our advice on a material matter, or otherwise made our representation unreasonably difficult; or (d) any other circumstance occurs or exists in which ethical rules of the legal profession mandate or permit termination, including situations where a conflict of interest arises. If we terminate our services, the Town agrees to execute a substitution of attorneys promptly and otherwise cooperate in effecting that termination. Termination of our services, whether by the Town or by us, will not relieve the obligation to pay for services rendered and costs incurred before our services formally ceased.

**6. Original Documents and Property.** Upon the Town's request, after our representation has concluded or been terminated we will return to the Town any original documents and other property the Town provided to us in connection with our representation. Unless the Town requests any such items, or has made written arrangements with us to retain such items, we reserve the right to destroy or otherwise dispose of these items, without further notice to the Town at any time after ten years following the date of the final invoice sent to the Town with respect to this matter.

**7. Insurance.** During the term of this engagement, this law firm shall maintain general liability and property damage insurance in the amount of \$2,000,000; professional errors and omissions insurance, in an amount of \$1,000,000 per occurrence; and \$3,000,000 aggregate, which insurance may not be canceled or reduced in required limits of liability unless at least ten days advance written notice be given to the Town.

**8. Form 700.** This agreement does not require or permit this law firm or any of its personnel to make a governmental decision for the Town, as specified in 2 Cal. Code of Regs. § 18700.3(a). Accordingly, no member of this law firm will be required to file a Form 700 in connection with the legal services provided under this agreement.

Gabrielle Whelan  
August 20, 2025  
Page 3 of 3

**9. No Guarantee of Outcome.** Any comments made by us about the potential outcome of this matter are expressions of opinion only and are not guarantees or promises about any outcome or results.

**10. Entire Agreement; Full Understanding; Modifications in Writing.** This letter contains our entire agreement about our representation. Any modifications or additions to this letter agreement must be made in writing.

To accept this letter of engagement, please sign it below and return a PDF copy of this page to our office via email. If you would also like a paper copy of this letter for your files we will be happy to mail that to you. We appreciate the opportunity to serve as lawyers for the Town.

Very truly yours,

JARVIS FAY LLP



Benjamin P. Fay

These terms are accepted and agreed to:

---

Gabrielle Whelan  
Town Attorney  
Town of Los Gatos





**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 09/02/2025

ITEM NO. 5.

ITEM NO: 5

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DATE: August 22, 2025  
TO: Mayor and Town Council  
FROM: Chris Constantin, Town Manager  
SUBJECT: **Authorize the Town Manager to Execute a Fourth Amendment to the Contract for Legal Services with the Law Firm of Goldfarb & Lipman to Increase the Contract Amount by \$3,000, for a Total Contract Amount Not to Exceed \$308,000**

RECOMMENDATION: Authorize the Town Manager to execute a Third Amendment to the contract for legal services with the law firm of Goldfarb & Lipman to increase the contract amount by \$3,000, for a total contract amount not to exceed \$308,000.

FISCAL IMPACT:

The funds are available from the Fiscal Year 2024-25 budget. Therefore, there is no budget adjustment requested in connection with approval of this contract amendment; the request is solely for approval of the contract amendment.

STRATEGIC PRIORITY:

The item supports a top priority of providing a range of housing opportunities while diligently maintaining and implementing the Housing Element.

BACKGROUND:

In July 2022, the Town Attorney's Office entered into an agreement with the law firm of Goldfarb & Lipman LLP to provide specialized housing law counsel. The Town Attorney's Office is seeking Town Council approval of an amendment to increase the amount of the existing contract by \$3,000 for a total contract amount of \$308,000. The contract is for legal services

PREPARED BY: Bridgette Falconio  
Administrative Technician

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Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, and Finance Director

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PAGE 2 OF 2

SUBJECT: Fourth Amendment Goldfarb & Lipman

DATE: August 22, 2025

related to Housing Element issues, SB 330 projects, and litigation. In accordance with the Town's purchasing policy, this is a "single source" contract in that this firm is recognized as a statewide expert in Housing Element law.

The Town Attorney's Office retains Goldfarb and Lipman as a single source vendor as allowed under Town Code section 2.50.130(b)(2).

DISCUSSION:

The proposed Fourth Amendment will cover outstanding 2024-25 invoices, and the costs are associated with land use litigation and several SB 330 planning applications. These funds are already budgeted, and the agreement amount needed to be increased to match what has been budgeted. In addition, the Town Attorney's office will return to the Town Council to request additional funds for upcoming housing law matters and litigation.

CONCLUSION:

Staff recommends that the Town Council authorize the Town Manager to execute a fourth Amendment with Goldfarb & Lipman, increasing the total not to exceed amount to \$308,000.

COORDINATION:

This report was coordinated by the Town Attorney's Office and the Finance Department.

ENVIRONMENTAL ASSESSMENT:

This is not a project defined under CEQA, and no further action is required.

Attachments:

1. Goldfarb Fourth Amendment with Exhibit A - First Amendment, Second Amendment, Third Amendment, and Original Agreement

## FOURTH AMENDMENT TO AGREEMENT

This FOURTH AMENDMENT TO AGREEMENT is dated for identification this 2<sup>nd</sup> day of August, 2025, and amends that certain agreement for Goldfarb and Lipman Agreement dated July 21, 2022, made by and between the Town of Los Gatos, ("Town,") and Goldfarb & Lipman LLP. ("Consultant.")

RECITALS

- A. Town and Consultant entered into an Agreement for land use counsel on July 21, 2022, ("Agreement"), a copy of which is attached hereto and incorporated by reference as Exhibit A to this Amendment.
- B. Town and Consultant entered into a first amendment to the Agreement on December 3, 2024, ("Amendment"), a copy of which is attached hereto and incorporated by reference as Exhibit A to this Amendment.
- C. Town and Consultant entered into a second amendment to the Agreement on May 20, 2025, ("Amendment"), a copy of which is attached hereto and incorporated by reference as Exhibit A to this Amendment.
- D. Town and Consultant entered into a third amendment to the Agreement on August 5, 2025, ("Amendment"), a copy of which is attached hereto and incorporated by reference as Exhibit A to this Amendment.

AMENDMENT

- 1. The compensation section is amended to read \$308,000.
- 2. All other terms and conditions of the Agreement remain in full force and effect.

Town of Los Gatos

Goldfarb &amp; Lipman:

By: \_\_\_\_\_  
Chris Constantin, Town Manager

By: \_\_\_\_\_  
Barbara Kautz, Esquire

Department Approval:

\_\_\_\_\_  
Gabrielle Whelan, Town Attorney

### THIRD AMENDMENT TO AGREEMENT

This THIRD AMENDMENT TO AGREEMENT is dated for identification this 5<sup>th</sup> day of August, 2025, and amends that certain agreement for Goldfarb and Lipman Agreement dated July 21, 2022, made by and between the Town of Los Gatos, ("Town,") and Goldfarb & Lipman LLP. ("Consultant.")

#### RECITALS

- A. Town and Consultant entered into an Agreement for land use counsel on July 21, 2022, ("Agreement"), a copy of which is attached hereto and incorporated by reference as Exhibit A to this Amendment.
- B. Town and Consultant entered into a first amendment to the Agreement on December 3, 2024, ("Amendment"), a copy of which is attached hereto and incorporated by reference as Exhibit A to this Amendment.
- C. Town and Consultant entered into a second amendment to the Agreement on August 5, 2025, ("Amendment"), a copy of which is attached hereto and incorporated by reference as Exhibit A to this Amendment.

#### AMENDMENT

- 1. The compensation section is amended to read \$305,000.
- 2. All other terms and conditions of the Agreement remain in full force and effect.

Town of Los Gatos:

Goldfarb & Lipman:

Signed by:

*Chris Constantin*

8/25/2025

3EF03F232F4B428...

Chris Constantin, Town Manager

DocuSigned by:

*Barbara E. Kautz*

8/7/2025

D32D576C3570440...

Barbara Kautz, Esquire

Department Approval:

Signed by:

*Gabrielle Whelan*

8/20/2025

EFD6738A5534428...

Gabrielle Whelan, Town Attorney

Approved as to Form:

Attest:

Signed by:

*Gabrielle Whelan*

8/20/2025

EFD6738A5534428...

Gabrielle Whelan, Town Attorney

Signed by:

*Wendy Wood*

8/25/2025

26A726C4AE6A4D9...

Wendy Wood, CMC, Town Clerk

## SECOND AMENDMENT TO AGREEMENT

This SECOND AMENDMENT TO AGREEMENT is dated for identification this 20th day of May, 2025 and amends that certain agreement for Goldfarb and Lipman Land Use Agreement dated July 21, 2022, made by and between the Town of Los Gatos, ("Town,") and Goldfarb & Lipman LLP. ("Consultant.")

### RECITALS

- A. Town and Consultant entered into an amendment to the Land Use Agreement on November 20, 2025, ("Amendment"), a copy of which is attached hereto and incorporated by reference as Exhibit A to this Amendment.
- B. Town and Consultant entered into a Land Use Agreement on July 21, 2022, ("Agreement"), a copy of which is attached hereto and incorporated by reference as Exhibit B to this Amendment.

### AMENDMENT

1. The compensation section is amended to provide for a total contract amount not to exceed \$240,000.
2. All other terms and conditions of the Agreement remain in full force and effect.

Town of Los Gatos

Signed by:  
By: Chris Constantin 6/2/2025  
Chris Constantin, Town Manager

Approved as to Consent:

Docusigned by:  
By: Barbara E. Kautz 5/22/2025  
Barbara Kautz, Goldfarb & Lipman

Department Approval:

Signed by:  
Gabrielle Whelan 5/28/2025  
Gabrielle Whelan, Town Attorney

Approved as to Form:

Signed by:  
Gabrielle Whelan 5/28/2025  
Gabrielle Whelan, Town Attorney

Attest:

Signed by:  
Wendy Wood 6/2/2025  
Wendy Wood, CMC, Town Clerk

# AMENDMENT TO AGREEMENT

This AMENDMENT TO AGREEMENT is dated for identification this 20 day of November, 2024 and amends that certain agreement for Goldfarb and Lipman Land Use Agreement dated July 21, 2022, made by and between the Town of Los Gatos, ("Town,") and Goldfarb & Lipman LLP. ("Consultant.")

## RECITALS

- A. Town and Consultant entered into a Land Use Agreement on July 21, 2022, ("Agreement"), a copy of which is attached hereto and incorporated by reference as Exhibit A to this Amendment.

## AMENDMENT

1. The compensation is amended not to exceed \$165,000.
2. All other terms and conditions of the Agreement remain in full force and effect.

Town of Los Gatos

Approved as to Consent:

Signed by:  
By: Chris Constantin  
Chris Constantin, Town Manager

DocuSigned by:  
By: Barbara Kautz  
Barbara Kautz, Goldfarb & Lipman

Department Approval:

Signed by:  
Gabrielle Whelan  
Gabrielle Whelan, Town Attorney

Approved as to Form:

Attest:

Signed by:  
Gabrielle Whelan  
Gabrielle Whelan, Town Attorney

DocuSigned by:  
Wendy Wood  
Wendy Wood, CMC, Town Clerk

**goldfarb  
lipman  
attorneys**

1300 Clay Street, Eleventh Floor  
Oakland, California 94612  
510 836-6336

M David Kroot

Lynn Hutchins

Karen M. Tiedemann

Thomas H. Webber

Dianne Jackson McLean

Michelle D. Brewer

Robert C. Mills

Isabel L. Brown

James T. Diamond, Jr.

Margaret F. Jung

Heather J. Gould

William F. DiCamillo

Amy DeVaudreuil

Barbara E. Kautz

Rafael Yaquián

Celia W. Lee

Dolores Bastian Dalton

Joshua J. Mason

Jeffrey A. Streiffer

Elizabeth R. Klueck

Jhaila R. Brown

Gabrielle B. Janssens

Rye P. Murphy

Benjamin Funk

Aileen T. Nguyen

Katie Dahlinghaus

Matthew S. Heaton

Nozanin Salehi

Erin C. Lapeyrolerie

Minda Boutista Hickey

Connor T. Kratz

Los Angeles

213 627-6336

San Diego

619 239-6336

Goldfarb & Lipman LLP

July 21, 2022

Gabrielle Whelan, Town Attorney  
Town of Los Gatos  
110 East Main Street  
Los Gatos, CA 95030  
GWhelan@losgatosca.gov

**Re: Legal Services – Town of Los Gatos – Land Use Assistance**

Dear Gabrielle:

Goldfarb & Lipman LLP would be pleased to provide legal services to the Town of Los Gatos (the "Town") in connection with various land use matters relating to housing law, including those related to the Town's housing element, general plan, and development projects and related matters as authorized in writing by the City. However, Goldfarb & Lipman will not advise the City regarding matters related to the North Forty property because of our past representation of the developers.

I will have primary responsibility for our work with you on this matter. Our goal is to provide you with quality legal services, on schedule and at a reasonable cost. To that end, we may also draw on the services of other colleagues as needed to provide the most cost-effective services.

Our fees will be billed on an hourly basis at the rates set forth in the attached Rate Schedule, and payable monthly based on the number of hours expended on the matter. Our billing rates for this matter reflect our discounted rates for legal advice and representation for public entity clients and are subject to the increases described in attached Goldfarb & Lipman's Legal Representation Policies and Procedures. Our hourly rates are adjusted from time to time and may change during the course of our engagement upon sixty (60) days prior written notice to you. If you choose not to consent to the increased rates, you may terminate our services by written notice effective when received by us. The time charged will include, but is not limited to, the time spent on telephone calls, emails and other electronic communications relating to the transaction, including calls and emails with Town staff and other parties and attorneys. The legal personnel

via e-mail

Ms. Gabrielle Whelan, Town Attorney  
Town of Los Gatos  
July 21, 2022  
Page 2

assigned to this transaction may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. If more than one of the legal personnel participates in a call or attends a meeting, each may charge for the time spent as appropriate. We do not anticipate the need for any travel during this engagement.

Goldfarb & Lipman may withdraw with your consent or for good cause or if permitted under the Rules of Professional Conduct of the State Bar of California and/or applicable law. Among the circumstances under which we may withdraw are: (a) with your consent; (b) if your conduct renders it unreasonably difficult for the firm to carry out the legal services effectively; and/or (c) if you fail to pay fees or costs as required by this Agreement. Notwithstanding the withdrawal, you will remain obligated to pay Goldfarb & Lipman at the agreed rates for all services provided and to reimburse for all costs advanced during the term of our engagement.

Nothing in this Agreement and nothing in our statements to you will be construed as a promise or guarantee about the outcome of the representation. Goldfarb & Lipman makes no such promises or guarantees. Goldfarb & Lipman's comments about the outcome of the representation are expressions of opinion only, are neither promises nor guarantees, and will not be construed as promises or guarantees. Any estimate of fees given by Goldfarb & Lipman is not a representation of a flat fee and will not be a limitation on fees or a guarantee that fees and costs will not exceed the amount of any deposit or estimate. Actual fees may vary from estimates given.

When signed by an authorized agent on behalf of the Town, this letter constitutes the written fee agreement with Goldfarb & Lipman LLP in connection with the work described above. This agreement does not cover litigation services of any kind, whether in court, arbitration, administrative hearings, or government agency hearings. A separate written agreement for these services or services in any other matter not described above will be required.

Please call me if you have any questions or concerns about this proposal. If the arrangement described in this letter is satisfactory, then please sign the letter in the space provided on the following page and email an electronic copy to me at: [bkautz@goldfarblipman.com](mailto:bkautz@goldfarblipman.com), and keep a copy for your files.

We appreciate the opportunity to work with you and Town staff members, and look forward to representing the Town of Los Gatos on this matter.

Very truly yours,



BARBARA E. KAUTZ  
[bkautz@goldfarblipman.com](mailto:bkautz@goldfarblipman.com)

Enclosures: Rate Schedule; Billing Policies and Procedures



Ms. Gabrielle Whelan, Town Attorney  
Town of Los Gatos  
July 21, 2022  
Page 3

ACCEPTED AND AGREED:

TOWN OF LOS GATOS

By: Gabrielle P. Whelan  
Its: Town Attorney  
Date: 7/22/22

Goldfarb & Lipman LLP  
Billing Rates Per Hour

Partner	\$360-\$375
Senior Counsel	\$355-\$375
Associate	\$220-\$350
Senior Law Clerk	\$210
Law Clerk	\$195
Litigation Project Coordinator	\$210
Project Coordinator	\$195

**GOLDFARB & LIPMAN LLP**  
**LEGAL REPRESENTATION POLICIES AND PROCEDURES**

Dear Client:

Experience has shown that the attorney-client relationship works best when there is a mutual understanding about fees and payment terms. Accordingly, this letter is intended to briefly explain our billing policies and procedures. We encourage you to discuss with us any questions you may have concerning these policies and procedures.

To determine the value of our services, we require each of our lawyers and legal assistants to maintain time records for each client and matter. The time records are reviewed monthly by the responsible billing attorney. Our billing rates for services rendered for partners, associates, and for paralegals are attached. Our hourly rates are adjusted from time-to-time (generally once a year) and may change during the course of our engagement upon 60 days prior written notice to you.

It is our policy to serve you with the most effective support systems available. Therefore, in addition to our fees for legal services, we may also charge the actual costs for messengers, delivery other than by US postal service, court costs, and other costs and expenses incurred on your behalf that are reasonably necessary for our representation of you.

Our billing statements are due and payable upon receipt. Clients whose statements are not paid within 30 days of the statement date may be assessed a late charge on the unpaid balance at the rate of one-and-a-half percent per month.

We carry professional liability insurance above the limits required by law.

It is our policy to retain and ultimately destroy all files, documents, records, and writings relating to each engagement for which we have been retained without notifying clients or former clients of the destruction of these items. At the termination of services and conclusion of a matter covered by this agreement, we will release promptly upon your request all of your client papers and property, subject to any protective order, state statute, or nondisclosure agreement. After seven years have passed since the conclusion of such matter, we may dispose of your client papers and property. If you wish to have us retain your papers and property beyond seven years after the conclusion of such matter, you must make separate written arrangements with us. Client papers and property include: electronic and hard copy versions of any correspondence, pleadings, deposition transcripts, exhibits, experts' reports, legal documents, physical evidence, and other items reasonably necessary to the client's representation, whether the client has paid for them or not.

In closing, let us assure you that it has always been and will continue to be our goal to provide legal services to you on the most efficient and cost effective bases possible. If you have any questions or comments regarding our billing policies, please feel free to contact us. Thank you for your continued cooperation.

Very truly yours,

GOLDFARB & LIPMAN LLP

**goldfarb  
lipman  
attorneys**

1300 Clay Street, Eleventh Floor  
Oakland, California 94612  
510 836-6336

M David Kroot  
Lynn Hutchins  
Karen M. Tiedemann  
Thomas H. Webber  
Dianne Jackson McLean  
Robert C. Mills  
Isabel L. Brown  
James T. Diamond, Jr.  
Margaret F. Jung  
Heather J. Gould  
William F. DiCamillo  
Amy DeVaudreuil  
Barbara E. Kautz  
Rafael Yaquían  
Celia W. Lee  
Dolores Bastian Dalton  
Joshua J. Mason  
Jeffrey A. Streiffer  
Elizabeth R. Klueck  
Jhaila R. Brown  
Gabrielle B. Janssens  
Rye P. Murphy  
Benjamin Funk  
Aileen T. Nguyen  
Katie Dahlinghaus  
Brandon V. Stracener  
Matthew S. Heaton  
Nazanin Salehi  
Erin C. Lapeyrolerie  
Minda Bautista Hickey  
Jocelyn A. Portales  
Colleen A. Wisel  
Thomas J. Levendosky

Los Angeles  
213 627-6336  
San Diego  
619 239-6336  
Goldfarb & Lipman LLP

February 15, 2024

Gabrielle Whelan, Town Attorney  
Town of Los Gatos  
110 East Main Street  
Los Gatos, CA 95030  
GWhelan@losgatosca.gov

**Re: Legal Services – Town of Los Gatos – Land Use Assistance**

Dear Gabrielle:

Goldfarb & Lipman LLP would be pleased to continue to provide legal services to the Town of Los Gatos (the "Town") in connection with various land use matters relating to housing law, including those related to the Town's housing element, general plan, and development projects and related matters as authorized in writing by the City. We may advise the City regarding matters related to the North Forty property so long as it does not involve any confidential information we received based on our past representation of the developers.

I will have primary responsibility for our work with you on this matter, with primary assistance from Nazanin Salehi. Our goal is to provide you with quality legal services, on schedule and at a reasonable cost. To that end, we may also draw on the services of other colleagues as needed to provide the most cost-effective services.

Our fees will be billed on an hourly basis at the rates set forth in the attached Rate Schedule, and payable monthly based on the number of hours expended on the matter. Our billing rates for this matter reflect our discounted rates for legal advice and representation for public entity clients and are subject to the increases described in attached Goldfarb & Lipman's Legal Representation Policies and Procedures. Our hourly rates are adjusted from time to time and may change during the course of our engagement upon sixty (60) days prior written notice to you. If you choose not to consent to the increased rates, you may terminate our services by written notice effective when received by us. The time charged will include, but is not limited to, the time spent on telephone calls, emails and other electronic communications relating to the transaction, including calls and emails with Town staff and other parties and attorneys. The legal personnel

via e-mail

Ms. Gabrielle Whelan, Town Attorney  
Town of Los Gatos  
February 15, 2024  
Page 2

assigned to this transaction may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. If more than one of the legal personnel participates in a call or attends a meeting, each may charge for the time spent as appropriate. We do not anticipate the need for any travel during this engagement.

Goldfarb & Lipman may withdraw with your consent or for good cause or if permitted under the Rules of Professional Conduct of the State Bar of California and/or applicable law. Among the circumstances under which we may withdraw are: (a) with your consent; (b) if your conduct renders it unreasonably difficult for the firm to carry out the legal services effectively; and/or (c) if you fail to pay fees or costs as required by this Agreement. Notwithstanding the withdrawal, you will remain obligated to pay Goldfarb & Lipman at the agreed rates for all services provided and to reimburse for all costs advanced during the term of our engagement.

Nothing in this Agreement and nothing in our statements to you will be construed as a promise or guarantee about the outcome of the representation. Goldfarb & Lipman makes no such promises or guarantees. Goldfarb & Lipman's comments about the outcome of the representation are expressions of opinion only, are neither promises nor guarantees, and will not be construed as promises or guarantees. Any estimate of fees given by Goldfarb & Lipman is not a representation of a flat fee and will not be a limitation on fees or a guarantee that fees and costs will not exceed the amount of any deposit or estimate. Actual fees may vary from estimates given.

When signed by an authorized agent on behalf of the Town, this letter constitutes the written fee agreement with Goldfarb & Lipman LLP in connection with the work described above. This agreement does not cover litigation services of any kind, whether in court, arbitration, administrative hearings, or government agency hearings. A separate written agreement for these services or services in any other matter not described above will be required.

Please call me if you have any questions or concerns about this proposal. If the arrangement described in this letter is satisfactory, then please sign the letter in the space provided on the following page and email an electronic copy to me at: [bkautz@goldfarblipman.com](mailto:bkautz@goldfarblipman.com), and keep a copy for your files.

We appreciate the opportunity to work with you and Town staff members, and look forward to representing the Town of Los Gatos on this matter.

Very truly yours,




BARBARA E. KAUTZ  
[bkautz@goldfarblipman.com](mailto:bkautz@goldfarblipman.com)

Enclosures: Rate Schedule; Billing Policies and Procedures

Ms. Gabrielle Whelan, Town Attorney  
Town of Los Gatos  
February 15, 2024  
Page 3

ACCEPTED AND AGREED:

TOWN OF LOS GATOS

By:   
EFD6738A5534428...  
Its: Gabrielle Whelan Town Attorney  
Date: 3/11/2024

  
853FEEA2EB39470...  
Laurel Prevetti

Goldfarb & Lipman LLP  
Billing Rates Per Hour

Partner	\$370-\$390
Senior Counsel	\$365-\$390
Associate	\$275-\$365
Senior Law Clerk	\$260
Law Clerk	\$210
Project Coordinator	\$210

**GOLDFARB & LIPMAN LLP**  
**LEGAL REPRESENTATION POLICIES AND PROCEDURES**

Dear Client:

Experience has shown that the attorney-client relationship works best when there is a mutual understanding about fees and payment terms. Accordingly, this letter is intended to briefly explain our billing policies and procedures. We encourage you to discuss with us any questions you may have concerning these policies and procedures.

To determine the value of our services, we require each of our lawyers and legal assistants to maintain time records for each client and matter. The time records are reviewed monthly by the responsible billing attorney. Our billing rates for services rendered for partners, associates, and for paralegals are attached. Our hourly rates are adjusted from time-to-time (generally once a year) and may change during the course of our engagement upon 60 days prior written notice to you.

It is our policy to serve you with the most effective support systems available. Therefore, in addition to our fees for legal services, we may also charge the actual costs for messengers, delivery other than by US postal service, court costs, and other costs and expenses incurred on your behalf that are reasonably necessary for our representation of you.

Our billing statements are due and payable upon receipt. Clients whose statements are not paid within 30 days of the statement date may be assessed a late charge on the unpaid balance at the rate of one-and-a-half percent per month.

We carry professional liability insurance above the limits required by law.

It is our policy to retain and ultimately destroy all files, documents, records, and writings relating to each engagement for which we have been retained without notifying clients or former clients of the destruction of these items. At the termination of services and conclusion of a matter covered by this agreement, we will release promptly upon your request all of your client papers and property, subject to any protective order, state statute, or nondisclosure agreement. After seven years have passed since the conclusion of such matter, we may dispose of your client papers and property. If you wish to have us retain your papers and property beyond seven years after the conclusion of such matter, you must make separate written arrangements with us. Client papers and property include: electronic and hard copy versions of any correspondence, pleadings, deposition transcripts, exhibits, experts' reports, legal documents, physical evidence, and other items reasonably necessary to the client's representation, whether the client has paid for them or not.

In closing, let us assure you that it has always been and will continue to be our goal to provide legal services to you on the most efficient and cost effective bases possible. If you have any questions or comments regarding our billing policies, please feel free to contact us. Thank you for your continued cooperation.

Very truly yours,

GOLDFARB & LIPMAN LLP





**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 09/02/2025

ITEM NO. 6.

ITEM NO: 6

---

DATE: September 2, 2025  
TO: Mayor and Town Council  
FROM: Gabrielle Whelan, Town Attorney  
SUBJECT: **Authorize the Town Manager or Designee to Enter into a Litigation Legal Services Agreement for FY 2025-26 with Goldfarb and Lipman in an Amount Not to Exceed \$200,000 and Authorize an Expenditure Budget Adjustment of \$200,000 from the General Fund Unassigned Fund Balance**

RECOMMENDATION: Authorize the Town Manager or designee to enter into a Litigation Legal Services Agreement for FY 2025/26 with Goldfarb and Lipman in an amount not to exceed \$200,000 and authorize an expenditure budget adjustment of \$200,000.

FISCAL IMPACT:

The proposed action will authorize a contract in the amount of \$200,000 for Land Use Litigation services in Fiscal Year 2025-26. To allocate funds for this contract, a corresponding expenditure budget adjustment of \$200,000 is required, which will be appropriated from the General Fund Unassigned Fund balance (Account 1301-3215).

STRATEGIC PRIORITY:

The item supports a top priority of providing a range of housing opportunities while diligently maintaining and implementing the Housing Element.

BACKGROUND:

In July 2022, the Town Attorney's Office entered into an agreement with Goldfarb & Lipman LLP to provide specialized housing law legal services. Over the past three years, the firm has assisted the Town with Housing Element issues, SB 330 projects, and land use litigation. Due to existing land use litigation, continued representation remains necessary.

PREPARED BY: Bridgette Falconio  
Administrative Technician

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Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, and Finance Director

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SUBJECT: Goldfarb Litigation Agreement

DATE: September 2, 2025

For FY 2025-26, the Town Attorney's Office recommends entering into a new agreement that provides legal services for land use litigation. The Town Attorney's Office retains Goldfarb and Lipman as a single source vendor as allowed under Town Code section 2.50.130(b)(2).

DISCUSSION:

The proposed Legal Services Agreement will cover legal representation and advice on land use litigation, including two existing cases. Goldfarb & Lipman is recognized statewide as an expert in Housing Element law and is uniquely qualified to represent the Town in these matters.

A new contract for FY 2025-26, with a not-to-exceed amount of \$200,000, ensures the Town has the necessary resources to address pending litigation matters.

At mid-year, the Town Attorney will assess the litigation budget and may request additional funding if needed.

CONCLUSION:

Staff recommends that the Town Council authorize the Town Manager or designee to enter into a Litigation Legal Services Agreement with Goldfarb & Lipman for FY 2025-26 for an amount not to exceed \$200,000, and approve an expenditure budget adjustment of \$200,000.

COORDINATION:

This report was coordinated with the Town Attorney's Office, Town Managers Office', and the Finance Department.

ENVIRONMENTAL ASSESSMENT:

This is not a project defined under CEQA, and no further action is required.

Attachments:

1. Land Use Litigation Agreement

**goldfarb  
lipman  
attorneys**

1300 Clay Street, Eleventh Floor  
Oakland, California 94612  
510 836-6336

M David Kroot

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Jocelyn A. Portales

Colleen A. Wisel

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Los Angeles

213 627-6336

San Diego

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Goldfarb & Lipman LLP

August 27, 2025

Gabrielle Whelan, Town Attorney  
Town of Los Gatos  
110 East Main Street  
Los Gatos, CA 95030  
GWhelan@losgatosca.gov

via electronic mail

**Re: Legal Services – Town of Los Gatos– Land Use Litigation**

Dear Gabrielle:

Goldfarb & Lipman LLP would be pleased to provide legal services to the Town of Los Gatos (the Town) in connection with the following land use litigation matters as authorized in writing by the Town for the period from July 1, 2025 to June 30, 2026:

- a) *The Town of Los Gatos, a California municipal corporation vs Arya Properties, LLC et al* Case Number: 25CV462276 (Arya Matter)
- b) *Los Gatos LLC vs The Town of Los Gatos*, Case Number: 25CV467536 (Capri Matter)

Dolores Bastian Dalton will have primary responsibility for our work on the Arya matter and Celia W. Lee will have primary responsibility on the Capri matter. Barbara E. Kautz, Brandon V. Stracener and Nazanin Salehi will provide assistance in both matters. Our goal is to provide you with quality legal services, on schedule and at a reasonable cost. To that end, we may also draw on the services of other colleagues as needed to provide the most cost-effective services.

Our fees will be billed on an hourly basis at the rates set forth in the attached Rate Schedule, and payable monthly based on the number of hours expended on the matter with a maximum of \$200,000 for the period from July 1, 2025 to June 30, 2026. Our billing rates for this matter reflect our discounted rates for legal advice and representation for public entity clients and are subject to the increases described in attached Goldfarb & Lipman's Legal Representation Policies and Procedures. Our hourly rates are adjusted from time to time and may change during the course of our engagement upon sixty (60) days prior written notice to you. If you choose not to consent to the increased rates, you may terminate our services by written notice effective when received by us. The time charged will include, but is not limited to, the time spent on telephone calls, emails and other electronic communications relating to the transaction, including calls and emails with Town staff and other parties and attorneys. The legal personnel

assigned to this transaction may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. If more than one of the legal personnel participates in a call or attends a meeting, each may charge for the time spent as appropriate. We do not anticipate the need for any travel during this engagement.

Goldfarb & Lipman may withdraw with your consent or for good cause or if permitted under the Rules of Professional Conduct of the State Bar of California and/or applicable law. Among the circumstances under which we may withdraw are: (a) with your consent; (b) if your conduct renders it unreasonably difficult for the firm to carry out the legal services effectively; and/or (c) if you fail to pay fees or costs as required by this Agreement. Notwithstanding the withdrawal, you will remain obligated to pay Goldfarb & Lipman at the agreed rates for all services provided and to reimburse for all costs advanced during the term of our engagement.

Nothing in this Agreement and nothing in our statements to you will be construed as a promise or guarantee about the outcome of the representation. Goldfarb & Lipman makes no such promises or guarantees. Goldfarb & Lipman's comments about the outcome of the representation are expressions of opinion only, are neither promises nor guarantees, and will not be construed as promises or guarantees. Any estimate of fees given by Goldfarb & Lipman is not a representation of a flat fee and will not be a limitation on fees or a guarantee that fees and costs will not exceed the amount of any deposit or estimate. Actual fees may vary from estimates given.

When signed by an authorized agent on behalf of the Town, this letter constitutes the written fee agreement with Goldfarb & Lipman LLP in connection with the work described above. This agreement does not cover litigation services of any kind, whether in court, arbitration, administrative hearings, or government agency hearings. A separate written agreement for these services or services in any other matter not described above will be required.

Please call me if you have any questions or concerns about this proposal. If the arrangement described in this letter is satisfactory, then please sign the letter in the space provided on the following page and email an electronic copy to us at: [ddalton@goldfarblipman.com](mailto:ddalton@goldfarblipman.com) and [clea@goldfarblipman.com](mailto:clea@goldfarblipman.com) and keep a copy for your files.

We appreciate the opportunity to work with you and Town staff members and look forward to representing the Town of Los Gatos on this matter.

Very truly yours,



DOLORES BASTIAN DALTON

Gabrielle Whelan, Town Attorney  
Town of Los Gatos  
August 27, 2025  
Page 3

ITEM NO. 6.



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CELIA W. LEE

Enclosures: Rate Schedule; Billing Policies and Procedures

ACCEPTED AND AGREED:

TOWN OF LOS GATOS

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Goldfarb & Lipman LLP  
Billing Rates Per Hour

Partner	\$370-\$390
Senior Counsel	\$365-\$390
Associate	\$275-\$365
Senior Law Clerk	\$260
Law Clerk	\$210
Project Coordinator	\$210

**GOLDFARB & LIPMAN LLP**  
**LEGAL REPRESENTATION POLICIES AND PROCEDURES**

Dear Client:

Experience has shown that the attorney-client relationship works best when there is a mutual understanding about fees and payment terms. Accordingly, this letter is intended to briefly explain our billing policies and procedures. We encourage you to discuss with us any questions you may have concerning these policies and procedures.

To determine the value of our services, we require each of our lawyers and legal assistants to maintain time records for each client and matter. The time records are reviewed monthly by the responsible billing attorney. Our billing rates for services rendered for partners, associates, and for paralegals are attached. Our hourly rates are adjusted from time-to-time (generally once a year) and may change during the course of our engagement upon 60 days prior written notice to you.

It is our policy to serve you with the most effective support systems available. Therefore, in addition to our fees for legal services, we may also charge the actual costs for messengers, delivery other than by US postal service, court costs, and other costs and expenses incurred on your behalf that are reasonably necessary for our representation of you.

Our billing statements are due and payable upon receipt. Clients whose statements are not paid within 30 days of the statement date may be assessed a late charge on the unpaid balance at the rate of one-and-a-half percent per month.

We carry professional liability insurance above the limits required by law.

It is our policy to retain and ultimately destroy all files, documents, records, and writings relating to each engagement for which we have been retained without notifying clients or former clients of the destruction of these items. At the termination of services and conclusion of a matter covered by this agreement, we will release promptly upon your request all of your client papers and property, subject to any protective order, state statute, or nondisclosure agreement. After seven years have passed since the conclusion of such matter, we may dispose of your client papers and property. If you wish to have us retain your papers and property beyond seven years after the conclusion of such matter, you must make separate written arrangements with us. Client papers and property include: electronic and hard copy versions of any correspondence, pleadings, deposition transcripts, exhibits, experts' reports, legal documents, physical evidence, and other items reasonably necessary to the client's representation, whether the client has paid for them or not.

In closing, let us assure you that it has always been and will continue to be our goal to provide legal services to you on the most efficient and cost effective bases possible. If you have any questions or comments regarding our billing policies, please feel free to contact us. Thank you for your continued cooperation.

Very truly yours,

GOLDFARB & LIPMAN LLP



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 09/02/2025

ITEM NO. 7.

ITEM NO: 7

---

DATE: September 2, 2025  
TO: Mayor and Town Council  
FROM: Chris Constantin, Town Manager  
SUBJECT: **Adopt an Interim Resolution to Redefine the Role of Youth Commissioners from Voting Members to Non-Voting Liaisons in All Commission Enabling Resolutions, Effective Until Formal Updates Are Adopted**

**RECOMMENDATION:** Adopt an interim resolution to supersede any provisions in existing commission enabling resolutions that designate Youth Commissioners as voting members, and to redefine their role as non-voting liaisons, effective immediately and until individual enabling resolutions are formally updated.

**FISCAL IMPACT:**

There is no fiscal impact associated with adopting the interim resolution.

**STRATEGIC PRIORITY:**

This action does not directly align with a current Strategic Priority.

**BACKGROUND:**

On May 20, 2025, the Town Council adopted a revised Youth Commission enabling resolution, redefining the role of Youth Commissioners from voting members to non-voting liaisons. This change addressed ongoing challenges related to consistent attendance by student Youth Commissioners serving on adult commissions, while preserving youth participation without affecting quorum or voting outcomes.

Following that action, staff identified that several existing commission enabling resolutions continue to list Youth Commissioners as voting members. In addition, staff noted inconsistencies in structure and content across the resolutions.

**PREPARED BY:** Wendy Wood  
Town Clerk

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Reviewed by: Town Manager, Assistant Town Manager, and Town Attorney

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PAGE 2 OF 2

SUBJECT: Interim Resolution Redefining Youth Commissioners as Non-Voting Liaisons on  
All Commissions

DATE: September 2, 2025

At its August 26, 2025, meeting, the Council Policy Committee reviewed the issue and expressed support for broader updates to standardize the enabling resolutions. The intent is to develop uniform formatting and language across commissions to ensure clear, consistent, and transparent governance.

DISCUSSION:

As additional time is needed to revise and finalize the enabling resolutions, the Policy Committee recommends that the Council adopt an interim resolution to supersede any provisions in current enabling resolutions that designate Youth Commissioners as voting members.

If adopted, the interim resolution would take effect immediately and provide clear guidance during the transition period. The resolution would formally establish that all Youth Commissioners serve as non-voting liaisons and are not counted toward a commission quorum. This approach will ensure alignment with the May 2025 Council action and help to avoid potential confusion or quorum related issues while staff finalize the updates to the resolutions.

CONCLUSION:

To maintain consistency with the updated Youth Commission structure and ensure operational clarity, staff recommends that the Council adopt an interim resolution redefining Youth Commissioners as non-voting liaisons on all Town commissions effective immediately and until individual enabling resolutions are formally updated.

COORDINATION:

This report was prepared in coordination with the Town Manager's Office and the Town Attorney.

ENVIRONMENTAL ASSESSMENT:

This is not a project defined under CEQA, and no further action is required.

Attachments:

1. Draft Interim Resolution
2. May 20, 2025, Youth Commission Enabling Resolution

**DRAFT RESOLUTION****RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS  
REDEFINING THE ROLE OF YOUTH COMMISSIONERS FROM VOTING MEMBERS TO  
NON-VOTING LIAISONS IN ALL COMMISSION ENABLING RESOLUTIONS**

**WHEREAS**, the Town of Los Gatos has long supported the inclusion of Youth Commissioners on its Boards, Commissions, and Committees to encourage civic engagement and provide a youth perspective in local government; and

**WHEREAS**, on May 20, 2025, the Town Council adopted revisions to the Youth Commission enabling resolution, formally redefining the role of Youth Commissioners from voting members to non-voting liaisons due to recurring attendance challenges and scheduling conflicts that impacted quorum and decision-making; and

**WHEREAS**, several existing enabling resolutions for Town Commissions and Committees continue to designate Youth Commissioners as voting members; and

**WHEREAS**, the Town Council Policy Committee has initiated a broader effort to revise and standardize all enabling resolutions to ensure consistency and clarity across Town governance documents; and

**WHEREAS**, adopting an interim resolution provides immediate alignment across all Commissions and Committees with the Town's current policy on Youth Commissioner roles during the transition period.

**NOW, THEREFORE, BE IT RESOLVED** that the Town Council of the Town of Los Gatos does hereby declare, determine, and order as follows:

1. Youth Commissioners shall serve as non-voting liaisons on all Town Boards, Commissions, and Committees and shall not be counted toward a quorum, effective immediately.
2. This interim resolution shall supersede any provisions in current enabling resolutions that identify Youth Commissioners as voting members.
3. This resolution shall remain in effect until individual enabling resolutions are formally updated and adopted by the Town Council.

**PASSED AND ADOPTED** at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 2<sup>nd</sup> day of September 2025, by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

\_\_\_\_\_  
MAYOR OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA

ATTEST:

\_\_\_\_\_  
TOWN CLERK OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA

**RESOLUTION 2025-025**

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS  
RESCINDING RESOLUTION 2018-008 AND  
ESTABLISHING RULES FOR THE YOUTH COMMISSION**

**WHEREAS**, it is recognized that a youth perspective on issues which pertain to the youth in the community is an important part of decision making in Town; and

**WHEREAS**, there is value in increasing communication between adults and youth; and

**WHEREAS**, there is value in having a mechanism for youth to have a voice in Town affairs and issues relating to youth; and

**WHEREAS**, the Town Council of the Town of Los Gatos found and determined that the purpose of the Youth Commission is to foster and encourage civic and neighborhood pride and a sense of identity through the knowledge, understanding, and increased involvement of the Town's youth in the Town's present and future municipal affairs.

**NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOS GATOS THAT:**

1. There is a need for a Youth Commission to function in the Town of Los Gatos, which would establish a formal body by which the youth of Los Gatos would have a voice in the community.
2. There is hereby established a Youth Commission which shall generally be responsible for studying various problems, activities and other issues of concern to the youth in general, and for advising Council on matters pertaining to issues involving the youth of Los Gatos.
  - a. Membership/Organization
    - i. The Youth Commission shall consist of nineteen (19) members. The members shall be students who are entering grades 8 through 12. Membership for the students requires residency in the incorporated limits of the Town of Los Gatos or residency in the unincorporated areas of the County of Santa Clara, which have a Los Gatos mailing address.
    - ii. Members shall serve a one-year term. Members may serve consecutive terms if re-interviewed and chosen after participating in the selection process.
    - iii. Members act as liaisons to Adult Town Commissions and are not considered voting members. The Commission shall appoint one (1) primary member and one (1) alternate to attend the following Town

Board and Commission meetings as a non-voting liaison with the purpose of bringing information back to the Youth Commission to engage and foster a better understanding of civic process and government and providing a youth perspective to the commissions:

1. Arts and Culture Commission
  2. Community Health and Senior Services Commission
  3. Library Board
  4. Parks Commission
  5. Complete Streets and Transportation Commission
  6. Diversity, Equity and Inclusion (DEI) Commission
- iv. In addition to all Youth Commission meetings, the primary member shall attend all meetings of the Board or Commission they are appointed to. If the primary member is not able to attend the meeting of the Board or Commission they are assigned, it shall be the responsibility of the alternate to attend the meeting. If the primary member misses three (3) meetings of the Board or Commission the Youth Commission shall appoint a new primary member, and if necessary, a new alternate.
  - v. Liaisons shall provide a monthly report to the Youth Commission and be responsible for conveying the Youth Commission's input to the Board or Commission.
  - vi. A majority of members shall constitute a quorum for the purpose of transacting business.
  - vii. Commission members shall serve without compensation, provided that, with advance budgetary approval of the Town Council, the actual and necessary expenses (if any) incurred by the members in the conduct of Town business shall be reimbursable pursuant to the current Council policy.
3. The Commission shall hold a regular meeting at least once each month between September and May. The Commission shall establish a regular time and location for its meetings and shall otherwise call and conduct its meetings in compliance with the provisions of the Ralph M. Brown Act (Government Code Sections 54950 and following.)
  4. The Commission shall elect a Chair and Vice-Chair, both of whom shall serve at the pleasure of the Commission. Terms of office shall be for one (1) year and shall begin on the first meeting in September and end the following May.
  5. Minutes of the actions taken during its meetings shall be kept and filed with the Town Clerk Administrator.

6. Meeting attendance requirements will conform with all current Town Resolutions and Policies.
7. The duties of the Commission shall include the following:
  - a. Foster greater involvement of youth in municipal government affairs.
  - b. Study problems, activities, and concerns of youth, especially as they relate to municipal programs or projects of the Town of Los Gatos.
  - c. Hold forums on problems, activities and concerns of youth, either alone or in conjunction with other governmental agencies and community organizations, as the Commission deems desirable.
  - d. Review municipal matters referred to the Commission by the Town Council or other Town boards, committees, or commissions and, as appropriate, make recommendations on those matters.

**BE IT FURTHER RESOLVED** that Resolution 2018-008 is hereby rescinded.

**PASSED AND ADOPTED** at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 20<sup>th</sup> day of May, 2025, by the following vote:

**COUNCIL MEMBERS:**

**AYES:** Rob Rennie, Mary Badame, Maria Ristow, Rob Moore and Mayor Matthew Hudes

**NAYS:** None

**ABSENT:** None

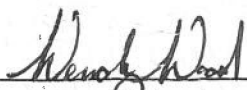
**ABSTAIN:** None

**SIGNED:**



MAYOR OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA

**ATTEST:**



TOWN CLERK OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 09/02/2025

ITEM NO: 08

ITEM NO. 8.

---

DATE: September 2, 2025  
TO: Mayor and Town Council  
FROM: Gabrielle Whelan, Town Attorney  
SUBJECT: **Introduce an Ordinance Amending Chapter 14, "Licenses and Miscellaneous Business Regulations," Article V, "Police Alarms," of the Town Code to Require Alarm Permits for Residences and Render Residential False Alarms Subject to Penalties**  
**Ordinance Title: An Ordinance of the Town Council of the Town of Los Gatos Amending Article V, "Police Alarms," of Chapter 14, "Licenses And Miscellaneous Business Regulations," of the Town Code**

RECOMMENDATION: Introduce an Ordinance Amending Chapter 14, "Licenses and Miscellaneous Business Regulations," Article V, "Police Alarms," of the Town Code to Require Alarm Permits for Residences and Render Residential False Alarms Subject to Penalties.

FISCAL IMPACT:

If adopted, the ordinance is expected to reduce avoidable public safety expenditures and generate revenue to offset the cost of responding to excessive false alarms. Staff time will be required for initial program setup and administration, which may be recovered through permit fees.

STRATEGIC PRIORITY:

Develop structure to ensure accountability of how funding resources move forward the Town's core goals and priorities.

BACKGROUND:

Town Code Sections 14.50.010 and following address alarm systems. Town Code Section 14.50.240 currently requires commercial properties with alarm systems to obtain and renew

PREPARED BY: Bridgette Falconio  
Administrative Technician

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Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, and Finance Director

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SUBJECT: Police Alarm Ordinance

DATE: September 2, 2025

annual permits. Town Code Section 14.50.225 imposes a service charge on property owners with two or more false alarms within a six-month period. Residential alarm systems, however, are not currently regulated under this ordinance, despite accounting for a significant percentage of false alarm calls received by the Police Department.

Alarm responses require at least two officers to respond, and it can take officers 30 minutes or more to determine whether or not the alarm is false. This process typically involves a search of the home and property. In FY 2024-25, the Police Department received approximately 1,375 calls regarding alarm activations, provided a police response to over 910 determined false alarm calls, of which 40% (over 365 alarm responses) originated from residential properties. These responses diverted police, fire, and emergency services from higher-priority calls and imposed unnecessary operational costs on the Town, with no cost recovery discretion.

The purpose of the proposed amendment to the existing Town Alarm Permit Ordinance is to include residential alarm systems under the same regulatory framework as commercial properties. This means that residential property owners will be required to obtain alarm permits, pay a penalty in the event of two or more false alarms within a six-month period, and be subject to being placed on “no response” status in the event of more than five false alarms within a calendar year.

This amendment aims to encourage alarm users to maintain the operational reliability and proper use of alarm systems and to reduce or eliminate false alarms. False alarms require a considerable amount of time, resources, and expenses each year for the Town. They can also pose a safety hazard to police officers and the public.

#### DISCUSSION:

The primary proposed changes to the ordinance are to:

- Require residential alarm users to register their alarm systems with the Town.
- Provide that when the Police Department responds to a false alarm at a location without an alarm permit, the property owner shall pay a penalty of two times the annual permit fee.
- Provide that residential properties with more than five false alarms within a calendar year will be placed on “no response status.”

In addition to the primary changes, the following minor changes are proposed to the existing ordinance:

- Explain that permits are “virtual” rather than paper permits.
- Remove the requirement that alarm permits be displayed at the alarm site.
- Remove a duplicative penalty section.



SUBJECT: Police Alarm Ordinance

DATE: September 2, 2025

The amendment is expected to have a moderate administrative impact on residential property owners, primarily requiring an annual alarm permit registration fee of \$95, consistent with commercial properties. In return, residents will benefit from improved emergency response prioritization and heightened awareness of alarm system maintenance.

Public outreach will accompany the rollout of the ordinance revisions to ensure homeowners are informed of the new requirements and the necessary steps to comply.

Municipalities across California have adopted false alarm permit programs as a strategy to improve operational efficiency, reduce wasteful dispatches, and recover associated costs.

CONCLUSION:

Staff recommends that the Town Council introduce an ordinance amending the Town's existing false alarm ordinance to reduce unnecessary emergency responses and support public safety and fiscal stability.

COORDINATION:

This report was in coordination with the Los Gatos Monte Sereno Police Department and the Town Attorney's office.

ENVIRONMENTAL ASSESSMENT:

This is not a project defined under CEQA, and no further action is required.

Attachments:

1. Draft False Alarm Permit Ordinance
2. Redline False Alarm Permit Code

## DRAFT ORDINANCE

### AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOS GATOS AMENDING ARTICLE V, "POLICE ALARMS," OF CHAPTER 14, "LICENSES AND MISCELLANEOUS BUSINESS REGULATIONS," OF THE TOWN CODE

**WHEREAS**, the Town's existing police alarm ordinance is codified at Town Code Sections 14.50.010 through 14.50.240 and currently regulates commercial properties only; and

**WHEREAS**, the police alarm ordinance currently provides for penalties for properties without a police alarm permit or properties with more than two false alarms in a six-month period and the ability to place properties with more than five false alarms in a calendar year in a "no response status;" and

**WHEREAS**, staff recommends amending the police alarm ordinance to include residential properties;

**NOW, THEREFORE, BE IT ORDAINED** by the Town Council of the Town of Los Gatos as follows:

#### SECTION I.

Sections 14.50.010 through 14.50.240 of Article V, "Police Alarms," of Chapter 14, "Licenses and Miscellaneous Business Regulations," of the Town Code are amended to read as follows:

#### *DIVISION 1. GENERALLY*

##### **Sec. 14.50.010. Findings and purpose.**

The Town Council hereby finds as follows:

- (1) The public is making increasing use of police alarms, and the Police are therefore being called to respond to such alarms with increasing frequency.
- (2) More than ninety (90) percent of the alarms received and responded to turn out to be false.
- (3) False alarms not only impose a financial burden on the Town, but also, by demanding fast Police response, cause substantial risk both to Police personnel and the public.
- (4) It is therefore necessary to regulate the use of police alarm systems in the Town and to establish residential and commercial annual alarm permits, service charges, and penalties to be assessed in the event of repeated false alarms.

### **Sec. 14.50.015. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Alarm permit.* Documentation that a residential or commercial establishment has filed the appropriate form and paid applicable fees to the Town of Los Gatos to operate an alarm system at a specified location. Alarm permits are non-transferable.

*Calendar year.* January 1 through December 31 of the current year.

*False alarm.* Activation of a police alarm system, to which personnel of the Police Department respond, in circumstances where no Police emergency exists; provided, that such activation shall not be deemed a false alarm if the owner thereof establishes, by a preponderance of evidence, that the alarm was activated by matters entirely beyond the owner's control, including but not limited to acts of God or utility failures.

*Notice.* A written notice, given by personal service, or by the United States mail, postage prepaid, addressed to the person to be notified at the person's last known address. Service of such notice shall be effective upon the completion of personal service, or upon the placing of the notice into the custody of the United States Postal Service.

*Owner.* The person who owns or controls a police alarm system, including but not limited to a lessee, tenant, or other agent of the legal owner of the premises wherein the alarm system is installed, provided that such agent had actual control of and responsibility for the operation of the premises at the time of any false alarm.

*Police alarm system.* Any mechanical or electrical device which is designated or used for the detection or warning of unauthorized entry into a building, structure, or facility, or for alerting others of the commission of an unlawful act within a building, structure, or facility, or both, and which emits a sound or transmits a signal or message when activated. Police alarm systems include but are not limited to direct-dial telephone devices, audible alarms, and proprietor alarms. Devices which are not designated or used to register alarms perceptible from outside of the protected building, structure, or facility are excluded from this definition, as are auxiliary devices installed to protect the telephone system from damage or disruption by the use of an alarm system.

*Police emergency.* The unauthorized violent breaking, and/or entering, damaging or burglary of a building, structure, vehicle, or other facility, or the commission of a violent act likely to produce immediate bodily harm, or an attempt or serious threat of any of the acts described herein.

*Premises.* Those buildings, structures, vehicles or other facilities protected by a police alarm system and shall not include smaller or discrete subdivisions within such buildings, structures or facilities.

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**Secs. 14.50.020—14.50.075. Reserved.*****DIVISION 2. OUTSIDE ALARMS*****Sec. 14.50.080. Requirements.**

- (a) *Notices required to be posted.* Every person maintaining an outside audible alarm shall post a notice containing the names and telephone numbers of the persons to be notified in order to render repairs and service or secure the premises during any hour of the day or night if the alarm is activated. Such notice shall be posted near the alarm in such a position as to be legible from the ground level adjacent to the building where the alarm is located.
- (b) *Siren sounds prohibited.* It shall be unlawful for any person to install or use a police alarm system which upon activation emits a sound similar to sirens in use on public emergency vehicles or for public disaster warning purposes.
- (c) *Timing devices.* All local exterior bells, gongs, noise-making devices or pulsating lights shall have a timing device that will silence or turn off such devices or lights within ten (10) minutes following initial activation.

**Sec. 14.50.085. Investigation.**

One (1) of the law enforcement officers responding to each alarm shall attempt to ascertain by investigation whether such alarm was a false alarm. If the investigation indicates to the investigating officer that the alarm was a false alarm, the officer shall forward a report of this investigation to the Chief of Police or designee setting forth the findings.

**Sec. 14.50.090. Notice to owner and review.**

- (a) Upon receipt of the report of a false alarm, the Chief of Police or designee shall review the report and may overrule, affirm, or modify the findings of the officer as can be determined from the facts and this article. If the Chief or designee determines that a false alarm occurred as defined by this article, the Chief will cause a written notice to be served upon the owner of the alarm system. The notice will state the following:
  - (1) A false alarm was apparently made from the described property and the circumstance involved in the false alarm; and
  - (2) The suggested steps that should be taken to prevent future false alarms; and
  - (3) A warning that if two (2) or more false alarms occur on the premises within a six-month period within a calendar year, a higher penalty will apply in accordance with the Town's administrative fine and penalty schedule and be assessed by the Town against the owner; and

- (4) A statement that the owner may file a written response to the notice with the Chief within thirty (30) days of the date of the notice for the Chief or designee to consider in mitigation of the determination that a false alarm occurred, and a warning that the filing of a response is a necessary prerequisite to any current or future contention that the alarm was not false in either a judicial or administrative proceeding; and
  - (5) If the false alarm will subject the owner to an assessment pursuant to section 14.50.225, a statement of the charge to be assessed and the basis for the charge.
- (b) The owner may respond in writing to the notice from the Chief within thirty (30) days of the notice. If such a response is filed, the Chief or designee will review the response and may conduct additional investigation as appropriate to determine whether a false alarm as defined in this article occurred. The determination of the Chief or designee following such a review shall be final, unless the determination of a false alarm would subject the owner to a false alarm assessment under section 14.50.225 because it would be the third or more false alarm within a six-month period within a calendar year, in which case, the appeal rights under section 14.50.105 apply. If no response, or appeal if applicable, is timely filed, the original determination shall be final.

#### **Sec. 14.50.095. Notice of right to appeal.**

In any case where the false alarm will subject the owner to an assessment pursuant to section 14.50.225, the written decision of the Chief of Police will state that the owner may appeal the decision to the Town Manager by filing a notice of appeal with the Town Manager pursuant to section 14.50.100, and a warning that the filing of an appeal is a necessary prerequisite to any current or future contention that the alarm was not false in either a

#### **Sec. 14.50.100. Appeals.**

Any person who has filed a response to the Chief of Police and has received an adverse decision regarding a second or more false alarm within a six-month period within a calendar year or a notice of a "no response status" pursuant to section 14.50.110 may appeal by filing a written notice of appeal with the Town Manager within fifteen (15) days after service of the notice of Chief's decision. The written notice of appeal shall specify the grounds for the appeal, and the stated grounds shall constitute the scope of review for the appeal. Filing of a notice of appeal shall stay an assessment until the appeal has been heard by the Town Manager. The appeal shall be set for hearing within thirty (30) days from the filing of the notice of appeal.

The Town Manager may overrule, affirm, or modify the decision of the Chief of Police regarding the false alarm or assessment amount, and the decision of the Town Manager shall be final and conclusive.

**Sec. 14.50.105. Payment.**

Within thirty (30) days of the service of the notice of assessment described in section 14.50.095, the owner of the subject alarm shall remit to the tax and license collector the full amount of the service charge.

**Sec. 14.50.110. No response status.**

After the Police Department has recorded more than five (5) false alarms within the calendar year, and after the responsible party of the location has been notified by first class mail that false alarms have occurred, the Chief of Police may authorize that the site be placed on a "no response status." The effective date of any no response status shall be twenty (20) days from the date of the notification, subject to an appeal filed pursuant to section 14.50.100. Once established, a no response status shall remain in effect until the Chief of Police is satisfied that adequate measures have been taken to eliminate the occurrence of false alarms, in which event the no response status shall be provisionally stayed for a maximum period of twelve (12) months. The occurrence of any additional false alarms during that provisional stay shall result in an immediate and non-appealable reinstatement of the no response status. When completed, without additional false alarms, the provisional stay shall terminate. A responsible party whose alarm system has been placed on no response status may appeal that decision as prescribed in section 14.50.100.

**Secs. 14.50.115—14.50.155. Reserved.*****DIVISION 3. AUTOMATIC CALLS*****Sec. 14.50.160. Prohibited without prior written consent.**

- (a) No person, except a public utility engaged in the business of providing communications services and facilities shall use or operate, attempt to use or operate, or cause to be used or operated, or arrange, adjust, program or otherwise provide or install any device or combination of devices that will, upon activation either mechanically, electronically or by other automatic means, initiate an intrastate call and deliver a recorded message to any telephone number without the prior written consent of such subscriber.
- (b) The term telephone number includes any additional numbers assigned by a public utility company engaged in the business of providing communications services and facilities to be used by means of a rotary or other system to connect with the subscriber to such primary number when the primary telephone number is in use.

**Sec. 14.50.165. Registration.**

Owners of police alarm systems which operate in the manner described in section 14.50.160 shall register them with the Chief of Police or designee and shall provide the following information:

- (1) Name of alarm system owner.
- (2) Business name, if any.
- (3) Address where alarm system is located.
- (4) Billing address.
- (5) Alternate responsible parties
- (6) Such other pertinent information as is required by the Chief of Police.

Secs. 14.50.170—14.50.220. Reserved.

**DIVISION 4. FALSE ALARMS****Sec. 14.50.225. Charges.**

There is hereby imposed a service charge upon every owner who reports, causes to be, or permits to be reported two (2) or more false alarms within a six-month period within a calendar year. Such service charge shall be set by the Town Council by resolution. A separate penalty shall be imposed for each false alarm beyond two (2) within a six-month period within a calendar year.

If the Police Department responds to an alarm at any residence or business operating in the Town of Los Gatos without a permit pursuant to subsection 14.050.240(a), such residence or business shall be charged two times the annual permit fee. The fee is payable within thirty (30) days to the Town of Los Gatos. If the alarm additionally was determined to be false, the business shall also incur one (1) false alarm violation pursuant to section 14.050.225.

**Sec. 14.50.230. Exemptions.**

For thirty (30) days after completion of an installation, new installations shall be exempt from this division.

**Sec. 14.50.235. Collection.**

If any person fails to pay the charges assessed pursuant to the provisions of this article, the Town may institute an action in any court of competent jurisdiction to collect any charges which may be due and payable in the same manner as any other debts owing to the town and

placed on a "no response status" until all past due debts are received. Alternatively, the Town may seek restitution of applicable fees via collection services, through an outside vendor.

#### *DIVISION 5. ALARM PERMIT REQUIREMENT*

##### **Sec. 14.50.240. Alarm permit process.**

- (a) *Permits.* No residential or commercial building owner or operator shall operate or cause to be operated any alarm system within the Town of Los Gatos without a permit. Alarm system permits are not transferable.
- (b) *Exemptions.* The provisions of this chapter are not applicable to, motor vehicles or facilities of the Town of Los Gatos.
- (c) *Obtaining alarm system virtual permits and renewal.* Application for an alarm system *virtual* permit and renewal required under this chapter shall be issued by the Chief of Police or designee virtual permit fees are collected at the time of application and will not be pro-rated. The alarm system permit must be renewed annually by the last business day in December for the next calendar year. Such permit and renewal fees shall be established by council resolution.
- (d) *Contents of the online permitting process.* The completed online application for an alarm system permit or renewal form shall state the name, address and telephone number of the applicant, the address and telephone number of the applicant's property serviced by any alarm system, as well as the name and address of at least three (3) responsible parties who can render service to the alarm system at any hour of the day or night and such other information as the Chief of Police or designee may deem appropriate.
- (g) *Reporting Changes.* Any alarm residence or business registered with the Police Department shall immediately report in writing to the Police Chief or designee any change in the address or ownership of the residence or business, name of the business, if applicable, address of the manager of operations or responsible party list.

#### **SECTION II. Severability.**

In the event that a court of competent jurisdiction holds any Section, subsection, paragraph, sentence, clause, or phrase in this Ordinance unconstitutional, preempted, or otherwise invalid, the invalid portion shall be severed from this Article and shall not affect the validity of the remaining portions of this Article. The Town hereby declares that it would have adopted each Section, subsection, paragraph, sentence, clause, or phrase in this Section irrespective of the fact that any one or more Sections, subsections, paragraphs, sentences, clauses or phrases in this Section might be declared unconstitutional, preempted, or otherwise invalid.



**SECTION III. CEQA.**

Adopting this Ordinance is not a project subject to CEQA because it can be seen with certainty that it will not impact the environment (CEQA Guidelines Section 15378).

**SECTION IV. Publication.**

In accordance with Section 36937 of the Government Code of the State of California, this Ordinance takes effect 30 days from the date of its passage. The Town Council hereby directs the City Clerk to cause this Ordinance or a summary thereof to be published or posted in accordance with Section 36933 of the Government Code of the State of California.

**SECTION V. Effective Date.**

This Ordinance was introduced at a regular meeting of the Town Council of the Town of Los Gatos on the \_\_\_\_ day of \_\_\_\_\_ 20 , and adopted by the Town Council of the Town of Los Gatos at its regular meeting on the \_\_\_\_ day of \_\_\_\_\_ 20 , by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

\_\_\_\_\_  
MAYOR OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA

ATTEST:

\_\_\_\_\_  
TOWN CLERK OF THE TOWN OF LOS GATOS  
LOS GATOS, CALIFORNIA

- CODE  
Chapter 14 - LICENSES AND MISCELLANEOUS BUSINESS REGULATIONS  
ARTICLE V. POLICE ALARMS

## **ARTICLE V. POLICE ALARMS<sup>1</sup>**

### **DIVISION 1. GENERALLY**

#### **Sec. 14.50.010. Findings and purpose.**

The Town Council hereby finds as follows:

- (1) The public is making increasing use of police alarms, and the Police are therefore being called to respond to such alarms with increasing frequency.
- (2) More than ninety (90) percent of the alarms received and responded to turn out to be false.
- (3) False alarms not only impose a financial burden on the Town, but also, by demanding fast Police response, cause substantial risk both to Police personnel and the public.
- (4) It is therefore necessary to regulate the use of police alarm systems in the Town and to establish residential and commercial annual alarm permits, service charges and penalties to be assessed in the event of repeated false alarms.

(Ord. No. 2182, § I, 11-2-09)

#### **Sec. 14.50.015. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Alarm permit.* Documentation that a residential or commercial establishment has filed the appropriate form and paid applicable fees to the Town of Los Gatos to operate an alarm system at a specified location. Alarm permits are non-transferable.

*Calendar year.* January 1 through December 31 of the current year.

*False alarm.* Activation of a police alarm system, to which personnel of the Police Department respond, in circumstances where no Police emergency exists; provided, that such activation shall not be deemed a false alarm if the owner thereof establishes, by a preponderance of evidence, that the alarm was activated by matters entirely beyond the owner's control, including but not limited to acts of God or utility failures.

*Notice.* A written notice, given by personal service, or by the United States mail, postage prepaid, addressed to the person to be notified at the person's last known address. Service of such notice shall be effective upon the

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<sup>1</sup>Editor's note(s)—Ord. No. 2182, § I, adopted Nov. 2, 2009, repealed and replaced Art. V. Former Art. V pertained to similar subject matter and derived from Code 1968, §§ 34.10.10—34.40.45; Ord. No. 1782, §§ 1—3, adopted Feb. 21, 1989; Ord. No. 1998, §§ I—III, adopted Apr. 17, 1995; Ord. No. 2030, § III, adopted July 21, 1997; and Ord. No. 2090, §§ 1, 2, adopted Nov. 5, 2001.

Cross reference(s)—Police generally, Ch. 21.

completion of personal service, or upon the placing of the notice into the custody of the United States Postal Service.

*Owner.* The person who owns or controls a police alarm system, including but not limited to a lessee, tenant, or other agent of the legal owner of the premises wherein the alarm system is installed, provided that such agent had actual control of and responsibility for the operation of the premises at the time of any false alarm.

*Police alarm system.* Any mechanical or electrical device which is designated or used for the detection or warning of unauthorized entry into a building, structure, or facility, or for alerting others of the commission of an unlawful act within a building, structure, or facility, or both, and which emits a sound or transmits a signal or message when activated. Police alarm systems include but are not limited to direct-dial telephone devices, audible alarms, and proprietor alarms. Devices which are not designated or used to register alarms perceptible from outside of the protected building, structure, or facility are excluded from this definition, as are auxiliary devices installed to protect the telephone system from damage or disruption by the use of an alarm system.

*Police emergency.* The unauthorized violent breaking, and/or entering, damaging or burglary of a building, structure, vehicle, or other facility, or the commission of a violent act likely to produce immediate bodily harm, or an attempt or serious threat of any of the acts described herein.

*Premises.* Those buildings, structures, vehicles or other facilities protected by a police alarm system and shall not include smaller or discrete subdivisions within such buildings, structures or facilities.

(Ord. No. 2182, § I, 11-2-09)

Cross reference(s)—Definitions and rules of construction generally, § 1-2.

## **Secs. 14.50.020—14.50.075. Reserved.**

### ***DIVISION 2. OUTSIDE ALARMS***

#### **Sec. 14.50.080. Requirements.**

- (a) *Notices required to be posted.* Every person maintaining an outside audible alarm shall post a notice containing the names and telephone numbers of the persons to be notified in order to render repairs and service or secure the premises during any hour of the day or night if the alarm is activated. Such notice shall be posted near the alarm in such a position as to be legible from the ground level adjacent to the building where the alarm is located. ~~The wording "Police Alarm—Call Los Gatos/Monte Sereno Police Department" shall be placed in a visible location next to the alarm device.~~
- (b) *Siren sounds prohibited.* It shall be unlawful for any person to install or use a police alarm system which upon activation emits a sound similar to sirens in use on public emergency vehicles or for public disaster warning purposes.
- (c) *Timing devices.* All local exterior bells, gongs, noise-making devices or pulsating lights shall have a timing device that will silence or turn off such devices or lights within ten (10) minutes following initial activation.

(Ord. No. 2182, § I, 11-2-09)

#### **Sec. 14.50.085. Investigation.**

One (1) of the law enforcement officers responding to each alarm shall attempt to ascertain by investigation whether such alarm was a false alarm. If the investigation indicates to the investigating officer that the alarm was a

false alarm, the officer shall forward a report of this investigation to the Chief of Police or designee setting forth the findings.

(Ord. No. 2182, § I, 11-2-09)

#### **Sec. 14.50.090. Notice to owner and review.**

- (a) Upon receipt of the report of a false alarm, the Chief of Police or designee shall review the report and may overrule, affirm, or modify the findings of the officer as can be determined from the facts and this article. If the Chief or designee determines that a false alarm occurred as defined by this article, the Chief will cause a written notice to be served upon the owner of the alarm system. The notice will state the following:
  - (1) A false alarm was apparently made from the described property and the circumstance involved in the false alarm; and
  - (2) The suggested steps that should be taken to prevent future false alarms; and
  - (3) A warning that if two (2) or more false alarms occur on the premises within a six-month period within a calendar year, a higher penalty will apply in accordance with the Town's administrative fine and penalty schedule and a escalating service charge may be assessed by the Town against the owner; and
  - (4) A statement that the owner may file a written response to the notice with the Chief within thirty (30) days of the date of the notice for the Chief or designee to consider in mitigation of the determination that a false alarm occurred, and a warning that the filing of a response is a necessary prerequisite to any current or future contention that the alarm was not false in either a judicial or administrative proceeding; and
  - (5) If the false alarm will subject the owner to an assessment pursuant to section 14.50.225, a statement of the charge to be assessed and the basis for the charge.
- (b) The owner may respond in writing to the notice from the Chief within thirty (30) days of the notice. If such a response is filed, the Chief or designee will review the response and may conduct additional investigation as appropriate to determine whether a false alarm as defined in this article occurred. The determination of the Chief or designee following such a review shall be final, unless the determination of a false alarm would subject the owner to a false alarm assessment under section 14.50.225 because it would be the third or more false alarm within a six-month period within a calendar year, in which case, the appeal rights under section 14.50.105 apply. If no response, or appeal if applicable, is timely filed, the original determination shall be final.

(Ord. No. 2182, § I, 11-2-09)

#### **Sec. 14.50.095. Notice of right to appeal.**

In any case where the false alarm will subject the owner to an assessment pursuant to section 14.50.225, the written decision of the Chief of Police will state that the owner may appeal the decision to the Town Manager by filing a notice of appeal with the Town Manager pursuant to section 14.50.100, and a warning that the filing of an appeal is a necessary prerequisite to any current or future contention that the alarm was not false in either a judicial or administrative proceeding.

(Ord. No. 2182, § I, 11-2-09)

**Sec. 14.50.100. Appeals.**

Any person who has filed a response to the Chief of Police and has received an adverse decision regarding a second or more false alarm within a six-month period within a calendar year or a notice of a "no response status" pursuant to section 14.50.110 may appeal by filing a written notice of appeal with the Town Manager within fifteen (15) days after service of the notice of Chief's decision. The written notice of appeal shall specify the grounds for the appeal, and the stated grounds shall constitute the scope of review for the appeal. Filing of a notice of appeal shall stay an assessment until the appeal has been heard by the Town Manager. The appeal shall be set for hearing within thirty (30) days from the filing of the notice of appeal.

The Town Manager may overrule, affirm, or modify the decision of the Chief of Police regarding the false alarm or assessment amount, and the decision of the Town Manager shall be final and conclusive.

(Ord. No. 2182, § I, 11-2-09)

**Sec. 14.50.105. Payment.**

Within thirty (30) days of the service of the notice of assessment described in section 14.50.095, the owner of the subject alarm shall remit to the tax and license collector the full amount of the service charge.

(Ord. No. 2182, § I, 11-2-09)

**Sec. 14.50.110. No response status.**

After the Police Department has recorded more than five (5) false alarms within the calendar year, and after the responsible party of the location has been notified by first class mail that false alarms have occurred, the Chief of Police may authorize that the site be placed on a "no response status." The effective date of any no response status shall be twenty (20) days from the date of the notification, subject to an appeal filed pursuant to section 14.50.100. Once established, a no response status shall remain in effect until the Chief of Police is satisfied that adequate measures have been taken to eliminate the occurrence of false alarms, in which event the no response status shall be provisionally stayed for a maximum period of twelve (12) months. The occurrence of any additional false alarms during that provisional stay shall result in an immediate and ~~non-appealable~~non-appealable reinstatement of the no response status. When completed, without additional false alarms, the provisional stay shall terminate. A responsible party whose alarm system has been placed on no response status may appeal that decision as prescribed in section 14.50.100.

(Ord. No. 2182, § I, 11-2-09)

**Secs. 14.50.115—14.50.155. Reserved.*****DIVISION 3. AUTOMATIC CALLS*****Sec. 14.50.160. Prohibited without prior written consent.**

- (a) No person, except a public utility engaged in the business of providing communications services and facilities shall use or operate, attempt to use or operate, or cause to be used or operated, or arrange, adjust, program or otherwise provide or install any device or combination of devices that will, upon activation either mechanically, electronically or by other automatic means, initiate an intrastate call and deliver a recorded message to any telephone number without the prior written consent of such subscriber.

- (b) The term telephone number includes any additional numbers assigned by a public utility company engaged in the business of providing communications services and facilities to be used by means of a rotary or other system to connect with the subscriber to such primary number when the primary telephone number is in use.

(Ord. No. 2182, § I, 11-2-09)

### **Sec. 14.50.165. Registration.**

Owners of police alarm systems which operate in the manner described in section 14.50.160 shall register them with the Chief of Police or designee and shall provide the following information:

- (1) Name of alarm system owner.
- (2) Business name, if any.
- (3) Address where alarm system is located.
- (4) Billing address.
- (5) Alternate responsible parties
- (6) Such other pertinent information as is required by the Chief of Police.

(Ord. No. 2182, § I, 11-2-09)

### **Secs. 14.50.170—14.50.220. Reserved.**

## ***DIVISION 4. FALSE ALARMS***

### **Sec. 14.50.225. ~~Service~~ Charges.**

There is hereby imposed a service charge upon every owner who reports, causes to be, or permits to be reported two (2) or more false alarms within a six-month period within a calendar year. Such service charge shall be set by the Town Council by resolution. A separate penalty charge shall be imposed for each false alarm beyond two (2) within a six-month period within a calendar year.

If the Police Department responds to an alarm at any residence or business operating in the Town of Los Gatos without a permit pursuant to subsection 14.050.240(a) such residence or business shall be charged two times the annual permit fee. The fee is payable within thirty (30) days to the Town of Los Gatos. If the alarm additionally was determined to be false, the business shall also incur one (1) false alarm violation pursuant to section 14.050.225.

(Ord. No. 2182, § I, 11-2-09)

### **Sec. 14.50.230. Exemptions.**

For thirty (30) days after completion of an installation, new installations shall be exempt from this division.

(Ord. No. 2182, § I, 11-2-09)

**Sec. 14.50.235. Collection.**

If any person fails to pay the charges assessed pursuant to the provisions of this article, the Town may institute an action in any court of competent jurisdiction to collect any charges which may be due and payable in the same manner as any other debts owing to the town and placed on a "no response status" until all past due debts are received. Alternatively, the Town may seek restitution of applicable fees via collection services, through an outside vendor.

(Ord. No. 2182, § I, 11-2-09)

***DIVISION 5. ALARM PERMIT REQUIREMENT*****Sec. 14.50.240. Alarm permit process.**

- (a) *Permits.* No residential or commercial building owner or operator shall operate or cause to be operated any alarm system within the Town of Los Gatos without a permit. Alarm system permits are not transferable.
- (b) *Exemptions.* The provisions of this chapter are not applicable to ~~residential alarms~~, motor vehicles or facilities of the Town of Los Gatos.
- (c) *Obtaining alarm system virtual permits and renewal.* Application for an alarm system virtual permit and renewal required under this chapter shall be ~~issued~~made by the Chief of Police or designee on forms provided by the Police Department, along with the payment of an alarm system permit fee. Virtual pPermit fees are collected at the time of application and will not be pro-rated. The alarm system permit must be renewed annually by the last business day in December for the next calendar year. Such permit and renewal fees shall be established by council resolution.
- (d) *Contents of the online permitting process form.* The completed online application form for an alarm system permit or renewal form shall state the name, address and telephone number of the applicant, the address and telephone number of the applicant's property serviced by any alarm system, as well as the name and address of at least three (3) responsible parties who can render service to the alarm system at any hour of the day or night and such other information as the Chief of Police or designee may deem appropriate.
- ~~(e) *Permit display at alarm site.* Alarm system permits issued pursuant to this chapter shall be kept at the alarm site. No person shall use an alarm system in the Town of Los Gatos without posting the alarm system permit in a visible location or be able to be produced to any Town official upon request.~~
- ~~(f) *Penalty.* If the Police Department responds to an alarm at any business operating in the Town of Los Gatos without a permit pursuant to subsection 14.050.240(a) such business shall be charged double the annual permit fee. This fee is payable within thirty (30) days to the Town of Los Gatos. If the alarm additionally was determined to be false, the business shall also incur one (1) false alarm violation pursuant to section 14.050.225.~~
- (g) *Reporting Changes.* Any alarm residence or business registered with the Police Department shall immediately report in writing to the Police Chief or designee any change in the address or ownership of the residence or business, name of the business, if applicable, address of the manager of operations or responsible party list.

(Ord. No. 2182, § I, 11-2-09)



**TOWN OF LOS GATOS  
COUNCIL AGENDA REPORT**

MEETING DATE: 09/02/2025

ITEM NO. 9.

ITEM NO: 9

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DATE: September 2, 2025  
TO: Mayor and Town Council  
FROM: Gabrielle Whelan, Town Attorney  
SUBJECT: **Authorize Town Manager to Take All Necessary Steps and Execute Appropriate Documents to Participate in the Opioid Settlement Agreement with Purdue Pharma and the Sackler Family and Agree to the State Subdivision Agreements**

RECOMMENDATION: Authorize the Town Manager to execute, in substantially the form attached, the State Subdivision Agreement required for participation in the opioid settlement with Purdue Pharma and the Sackler family, and to take any other necessary steps and sign any other required agreements.

FISCAL IMPACT:

Participation in the settlement agreements will provide future settlement funds to the Town. In the earlier opioid settlement, thus far, the Town has received approximately \$128,000 to be used explicitly for opioid abuse prevention activities as outlined in the settlement requirements.

STRATEGIC PRIORITY:

The opioid settlement helps fiscal stability by providing funds to address opioid impacts, and enhances public safety by supporting prevention, treatment, and enforcement efforts that reduce crime and overdoses.

BACKGROUND:

This settlement is arising out of the bankruptcy of Purdue Pharma; each jurisdiction in California with a population greater than 10,000 is eligible to receive settlement funds and must decide

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Reviewed by: Town Manager, Assistant Town Manager, Town Attorney, and Finance Director

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whether to participate. The more subdivisions that participate, the greater the amount of funds that will flow to California and participating subdivisions.

The national opioid crisis has significantly impacted communities throughout the United States, including the Town. Settlement agreements have been reached that provide financial resources to local governments to help address the opioid epidemic. In order to participate and receive funds, the Town is required to authorize execution of the necessary documents and agree to the State subdivision agreement no later than September 30, 2025.

The use of the settlement funds is limited to activities to combat opioid abuse and addiction, specifically the uses shown in Attachment 2. There are strict and extensive reporting requirements.

If the Town does not opt into the Settlements, the Town's share will go to the State, but the total amount the State receives may be reduced since the State's allocation is based upon the number of participating cities and counties.

#### DISCUSSION:

By authorizing the Town Manager to take all necessary steps and execute appropriate documents, the Town will ensure its eligibility to receive settlement funds. These funds will be restricted to uses related to opioid remediation, including treatment, prevention, recovery services, and public education. There are extensive reporting requirements. Town staff anticipates contracting with a non-profit to administer the funds.

Alternatively, the Town can opt to give its share to the County of Santa Clara.

#### CONCLUSION:

Staff recommends that the Council authorize the Town Manager to execute the settlement agreement on behalf of the Town and to take any other necessary steps for the Town's participation in the settlement, including the execution of additional agreements.

#### COORDINATION:

This report was prepared in coordination with the Town Attorney's Office, Town Manager's Office, and Police Department.

#### ENVIRONMENTAL ASSESSMENT:

This is not a project defined under CEQA, and no further action is required.

ATTACHMENTS:

1. Settlement Agreement (<https://nationalopioidsettlement.com/wp-content/uploads/2025/06/7592-Govt-Entity-Direct-Shareholder-Settlement-Agreement-GESA.pdf>)
2. Program Participation Requirements



# LAW ENFORCEMENT EXPENSES WITH OPIOID SETTLEMENT FUNDS

## Fact Sheet

California Participating Subdivisions receiving allocations from the California Abatement Accounts Fund are required to fund future opioid remediation activities, as listed in Exhibit E of the National Opioid Settlement Agreements. This includes the ability to fund local law enforcement agencies to conduct opioid-related activities. This fact sheet is intended to highlight allowable and non-allowable law enforcement expenditures for California Abatement Accounts funds.

More information about opioid settlement funds can be found on the [DHCS Opioid Settlements webpage](#). Questions can be directed to [OSF@dhcs.ca.gov](mailto:OSF@dhcs.ca.gov).

## Allowable Law Enforcement Activities

Settlement funds are intended to be used for future remediation of the opioid crisis, and efforts should be focused on community-based public health approaches to prevention, treatment, recovery, and/or harm reduction. A comprehensive list of allowable activities for the California Abatement Accounts Fund can be found in [Exhibit E](#) of the National Opioid Settlement Agreements, including law enforcement activities. Specific law enforcement activities must fall into one or more of the following categories, all of which **must** focus on opioid remediation:

- » Education or training on opioid remediation for first responders;
- » Diversion from the criminal justice system;
- » Warm handoff or overdose response;
- » Naloxone purchase and/or distribution;
- » Treatment within corrections or transitioning into the community;
- » Drug take back or disposal; and
- » Wellness and support services for first responders related to secondary trauma associated with opioid-related emergency events.

## Exhibit E of the National Settlement Agreements

Participating Subdivisions may coordinate with local law enforcement agencies to implement the activities outlined in [Exhibit E](#) of the National Opioid Settlement Agreements.<sup>1</sup> Exhibit E is broken into Schedule A (Core Strategies) and Schedule B (Approved Uses). Schedule A provides a list of core opioid remediation strategies identified through the National Opioid Settlements, while Schedule B provides a list of additional opioid remediation strategies identified through the settlements.

**Table 1 at the end of this document provides a list of Exhibit E activities relevant to law enforcement.**

## California's High Impact Abatement Activities

Importantly, **at least 50 percent of California Abatement Accounts funds must be spent on one or more of California's High Impact Abatement Activities (HIAA)**. The HIAA are specific activities that the State of California has prioritized for the use of opioid settlement funds. California's HIAA ensure that funds are spent toward marginalized communities that are disproportionately impacted by opioid use disorder (OUD); substance use prevention for vulnerable youth; building substance use disorder (SUD) treatment infrastructure; diverting people with a SUD from the justice system; and expanding naloxone access. California's HIAA are listed below.

No.	Activity
1	Provision of matching funds or operating costs for substance use disorder facilities with an approved project within the <a href="#">Behavioral Health Continuum Infrastructure Program (BHCIP)</a>
2	Creating new or expanded substance use disorder (SUD) treatment infrastructure
3	Addressing the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD

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<sup>1</sup> The List of Opioid Remediation Uses ("Exhibit E") was established in the 2021 National Janssen and Distributors Settlement Agreements. Since its creation, Exhibit E has been used as the basis of eligible opioid remediation uses for funds received from California Opioid Settlements.

No.	Activity
4	Diversion of people with SUD from the justice system into treatment, including by providing training and resources to first and early responders (sworn and non-sworn) and implementing best practices for outreach, diversion and deflection, employability, restorative justice, and harm reduction
5	Interventions to prevent drug addiction in vulnerable youth
6	The purchase of naloxone for distribution and efforts to expand access to naloxone for opioid overdose reversals.

## Criminal Justice Diversion

California's HIAA #4 relates to diversion from the criminal justice system. Diversion is a term used to describe intervention approaches that redirect individuals with an SUD away from formal processing in criminal justice settings and into treatment, recovery, and/or other support services. Diversion strategies include pre-arrest, pre-arraignment, and pre-trial activities aimed at directing an individual towards a treatment or care program as an alternative to imprisonment. For example, many diversion programs involve law enforcement engagement with individuals at the point of a potential arrest, and offer referrals to behavioral health services, other physical health services, social supports, and harm reduction resources.

For more information and examples of diversion programs, visit:

- » National Council on Mental Wellbeing: [Deflection and Pre-arrest Diversion to Prevent Opioid Overdose](#)
- » AddictionFreeCA.org: Information about Opioid Treatment in [California's Jails and Drug Courts](#)
- » [Civil Citation Network](#)
- » [The Police Assisted Addiction and Recovery Initiative \(PAARI\)](#)
- » [Law Enforcement Assisted Diversion \(LEAD\) Model](#)
- » [Drug Abuse Response Team \(DART\)](#)
- » [Naloxone Plus Strategies](#)
- » [Civil Citation Network Pre-Arrest Diversion Program](#)
- » [Narcotics Diversion to Treatment Initiative](#)

## Unallowable Law Enforcement Activities

A list of unallowable activities is available in the [Opioid Settlement Guiding Principles Resource](#). Additional law enforcement activities that may **not** use funds from the Abatement Accounts Fund include:

- » Conducting search and seizure activities, including the purchase of K9s;
- » Providing training not specific to opioid remediation;
- » Activities or equipment related to the apprehension of suspects, such as the BolaWrap handheld device and other compliance tools;
- » Gathering evidence for prosecution of potential criminal activities;
- » Purchasing equipment for the identification of illicit substances that result in criminal charges in correctional facilities, such as body scanners;
- » Purchasing equipment for the purpose of evidence gathering for prosecution, such as the TruNarc Handheld Narcotics Analyzer;
- » Purchasing equipment not related to the treatment of SUD or mental health conditions, such as automated external defibrillators (AEDs), first aid kits, extrication equipment, gloves;
- » Providing officer health/wellness services not specifically geared toward addressing secondary trauma associated with opioid-related emergency events and response; and
- » Covering direct and indirect costs not in alignment with [DHCS' Reasonable Administrative Costs policy](#).

## Additional Resources

- [Guiding Principles for Allocating Opioid Settlement Funds](#)
- [Evidence Based Strategies for Abatement of Harms from the Opioid Epidemic](#)
- [SAMSHA Evidence-Based Practices Resource Center](#)

## Table 1. Exhibit E Allowable Law Enforcement Activities for Opioid Remediation

The below table lists Exhibit E activities relevant to law enforcement, matched with potential High Impact Abatement Activities that may be relevant depending on the focus of the effort.

### Education and Training on Medication-Assisted Treatment (MAT), SUD, and/or Naloxone

Location in Exhibit E	Description/Example Activities	Potential High Impact Abatement Activity (HIAA)
Schedule A, A (Naloxone), 1	Expand training for first responders, schools, community support groups and families.	3, 6
Schedule A, A (Naloxone), 1	Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.	3, 6
Schedule A, B (MAT), 3	Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders.	-
Schedule B, Part I, D (Criminal Justice-Involved Persons), 7	Provide training on best practices for addressing the needs of criminal justice involved persons with OUD and any co- occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.	3, 4
Schedule B, Part II, H (Preventing OD), 3	Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.	6

## Education and Training for Officers on Dealing with Fentanyl

Location in Exhibit E	Description/Example Activities	Potential HIAA
Schedule B, Part III, I (First Responders), 1	Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.	-

## Diversion Activities

Location in Exhibit E	Description/Example Activities	Potential HIAA
Schedule A, G (Prevention Programs), 5	Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.	4
Schedule B, Part I, D (Criminal Justice-Involved Persons), 1 (1-6)	<p>Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:</p> <p>Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative ("PAARI");</p> <p>Active outreach strategies such as the Drug Abuse Response Team ("DART") model;</p> <p>"Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;</p>	3, 4



Location in Exhibit E	Description/Example Activities	Potential HIAA
Schedule B, Part I, D (Criminal Justice-Involved Persons), 1 (1-6)	<p>Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“LEAD”) model;</p> <p>Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or</p> <p>Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.</p>	3, 4

### Warm Handoff to Treatment/Participation in Overdose Response Teams

Location in Exhibit E	Description/Example Activities	Potential HIAA
Schedule A, E (Hand-off Programs), 2	Expand warm hand-off services to transition to recovery services	4
Schedule B, Part I, C (Connect People), 11	Expand warm hand-off services to transition to recovery services.	4

## Purchase and Distribution of Naloxone

Location in Exhibit E	Description/Example Activities	Potential HIAA
Schedule A, A (Naloxone), 2	Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service	3, 6
Schedule B, Part II, H (Preventing OD), 1	Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public	3, 6

## Substance Use Treatment Services to Individuals in Correctional Facilities or Transitioning to the Community

Location in Exhibit E	Description/Example Activities	Potential HIAA
Schedule B, Part I, D (Criminal Justice-Involved Persons), 2	Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.	3, 4
Schedule B, Part I, D (Criminal Justice-Involved Persons), 3-6	Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.	2, 3
Schedule B, Part I, D (Criminal Justice-Involved Persons), 3-6	Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any cooccurring SUD/MH conditions who are incarcerated in jail or prison.	2, 3

Location in Exhibit E	Description/Example Activities	Potential HIAA
Schedule B, Part I, D (Criminal Justice-Involved Persons), 3-6	Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any cooccurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.	2, 3
Schedule B, Part I, D (Criminal Justice-Involved Persons), 3-6	Support critical time interventions ("CTI"), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.	2, 3

### Drug Takeback, Disposal, and Education

Location in Exhibit E	Description/Example Activities	Potential HIAA
Schedule A, G (Prevention Programs), 4	Funding for community drug disposal programs	-
Schedule A, H (Expanding SSP), 1	Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.	3
Schedule B, Part II, G (Prevent Misuse), 4	Drug take-back disposal or destruction programs.	-

## Wellness Services for Officers

Location in Exhibit E	Description/Example Activities	Potential HIAA
Schedule B, Part III, I (First Responders), 2	Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.	-