

THIRD AMENDMENT TO AGREEMENT

This THIRD AMENDMENT TO AGREEMENT is dated for identification this 5th 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:

By: _____
Chris Constantin, Town Manager

By: _____
Barbara Kautz, Esquire

Department Approval:

Gabrielle Whelan, Town Attorney

ATTACHMENT 1

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:

Signed 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

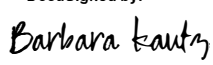
1. The compensation is amended not to exceed \$165,000.
2. All other terms and conditions of the Agreement remain in full force and effect.

Town of Los Gatos

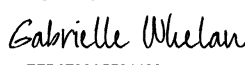
Signed by:

By: 3EF03F232F1B429...
Chris Constantin, Town Manager

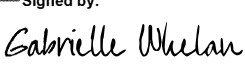
Approved as to Consent:

DocuSigned by:

By: D32D576C357D440...
Barbara Kautz, Goldfarb & Lipman

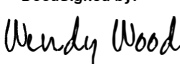
Department Approval:

Signed by:

FFD6738A5534428...
Gabrielle Whelan, Town Attorney

Approved as to Form:

Signed by:

FFD6738A5534428...
Gabrielle Whelan, Town Attorney

Attest:

DocuSigned by:

BF6E9CB52C214F8...
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

July 21, 2022

via e-mail

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

Los Angeles

213 627-6336

San Diego

619 239-6336

Goldfarb & Lipman LLP

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7/21/2022

EXHIBIT A

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, 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

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
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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.

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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, 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

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