



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.

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.

**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:

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Gabrielle Whelan  
Town Attorney  
Town of Los Gatos