AGREEMENT FOR LEGAL SERVICES

This Agreement for Legal Services ("Agreement") is made and entered into this _____ day of _____, 2026, by and between Town of Los Gatos, a California Municipal Corporation (hereinafter referred to as the "Town"), and Berliner Cohen, LLP, Attorneys, a partnership ("BC").

WITNESSES

WHEREAS, it is the desire of the parties hereto to enter into this Agreement and establish the terms and conditions for rendition of interim legal services to the Town and the compensation therefor.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1.0 Appointment of Interim Town Attorney ("Town Attorney").

The Town hereby retains BC effective November 18, 2026, to perform the professional services described herein. The Town shall appoint Jolie Houston, a Partner in BC, as Interim Town Attorney effective November 21, 2026, to serve at the pleasure of the Town. BC shall expend its best efforts to carry out the professional services described herein, and faithfully represent the interests of the Town during the term of this Agreement.

2.0 Attorney's Services and Scope of Work.

Commencing November 21, 2026, BC shall be responsible for providing the services set forth in this Agreement as Exhibit "A" ("Basic Services") at the fees set forth in Exhibit "B" ("Fee Proposal Form"). Effective November 18, 2026, BC will be retained to work alongside the current Town Attorney before assuming the role of Town Attorney on November 21st.

It is understood that BC, in the performance of the work and services agreed to be performed, shall act as an independent contractor and not an employee of the Town. As an independent contractor, BC shall not obtain any rights to retirement benefits or other benefits which accrue to Town employees.

Contractor warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Contractor will not discriminate against persons employed or seeking employment 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 and Housing Act.

3.0 Compensation.

Commencing December 1, 2026, BC proposes a flat-rate retainer of $21,500 per month for up to 70 hours for the Basic Services. Hourly billing to apply after 70 hours per month or for special projects and would be at a proposed hourly rate of $385 per hour for all attorneys. The retainer and hourly rate will be subject to an annual automatic 3% increase, effective July 1. For the month of November, BC will bill on an hourly basis.

The flat-rate retainer will include the services outlined in Exhibit A.

Reimbursable Expenses. Litigation costs and expenses for statutory fees, witness fees, reporters' per diem and stenographic transcriptions, photocopying, jury fees, electronic research, and the expenses of serving process shall be advanced by BC and reimbursed by the Town. Travel time is excluded. Expert consultants and witnesses may be retained by BC on terms acceptable to Town, approved in advance by email or letter by the Town representative, in which case Town shall reimburse BC or pay such consultants or experts directly.

4.0 Litigation and Special BC Projects.

In addition to the basic services, BC shall provide litigation and special project services at the request of the Town. Litigation includes court and administrative proceedings of every type or nature, and litigation services includes client conferences, file and report reviews, interviews, legal research, site visits and discussions with witnesses and experts prior to formal proceedings. BC shall provide to the Town Manager and Town Council periodic reports of the status of all litigation assigned to it.

Special projects may include non-routine or complex real estate transactions, negotiations and agreements, complex land use and CEQA matters, sewer related matters paid by the sewer fund, code enforcement matters and any other matter requested by the Town.

If the request involves services that are outside the expertise of BC or that it cannot undertake because of conflicts or any other reason, BC shall recommend that the counsel be engaged to provide the services and, when permitted by applicable Rules of Professional Conduct, suggest specific firms or attorneys for consideration by the Town.

BC represents Shannon Road LLC that currently has a pending land use entitlement matter (Project) that requires the Town's review. The Town is an adverse party with respect to that Project. BC agrees that it will not represent the Town regarding the Project's entitlement process or have access to privileged Town work product regarding the Project. The Town agrees that BC may continue to represent Shannon Road LLC and that the Town will seek separate representation if and when the Project proceeds through the Town's entitlement process during BC's tenure.

In cases of unusual significance or complexity, BC may recommend that the Town retain other counsel in addition to, or in lieu of BC. In all cases, retention of counsel for litigation or special projects shall be at the discretion of the Town; however, it is the expectation of the parties that BC will be engaged when it has the requisite experience, expertise and resources to perform the work.

4.1 Litigation by Town.

All litigation in which the Town is plaintiff shall be initiated only at the direction of the Town.

4.2 Defense of Litigation.

Unless otherwise determined by the Town, BC shall defend all actions and other

proceedings brought against the Town, its elected officials, appointed offices and agents ("Town parties").

4.3 Compensation for Litigation and Special Projects.

Advance approval by the Town Council is required for special projects and litigation as defined in sections 4.1 and 4.2. In any event, except when precluded by a conflict of interest, BC shall provide representation until such time as the Town has engaged BC or other counsel as directed by the Town Manager and as necessary to maintain the status quo or prevent the entry of a default.

4.4 Billings.

The charges for litigation, special project services and basic services are to be billed and paid monthly. With its statement, BC shall provide an accounting of the number of hours billed for legal services. The billings will be reviewed by the Town Manager, or his designee, and if in order, in his/her opinion, approved for payment. Any questions about billings that cannot be mutually resolved between the Town Manager and Town Attorney may be referred to the Town Council for resolution.

5.0 Duties of Town Attorney.

Town Attorney shall provide representation and advice to Town as provided in this Agreement, either personally or by assigning and supervising other BC attorneys or by overseeing the performance and work of other attorneys who are engaged by the Town (unless otherwise directed by the Town Council). Town Attorney shall review charges for services rendered by other attorneys to ensure that they are consistent with this Agreement and/or the terms of the specific engagement and otherwise reasonable. Town Attorney shall monitor the work of other attorneys to ensure that it is done efficiently and competently and, when appropriate in her judgment, shall adjust charges for work by BC attorneys that does not meet these standards. As used in this paragraph, "other attorneys" shall include BC attorneys and, unless otherwise directed by the Town Council, other firms and attorneys who are retained by the Town as provided herein.

Town Attorney shall attend Town Council meetings (2 per month) unless prevented by illness or vacation or excused by the Mayor or Town Manager, in which case a BC Attorney shall attend unless excused by the Mayor or Town Manager.

The BC Attorneys (a) shall assist the Town Attorney as she directs, and (b) shall perform the duties of the Town Attorney whenever she is unavailable due to illness, vacation or other reason approved by the Town Attorney.

6.0 Priorities.

If there are more requests for service than can be accomplished in the time allowed, Town Attorney or BC may request the Town Manager to establish priorities. Otherwise, Town Attorney shall respond in a reasonable time to all requests.

7.0 Termination.

This Agreement shall continue until terminated. BC understands that this Agreement may

be terminated by the Town or BC, without cause, upon 30 days' written notice. The Town shall be required to pay only for services rendered and charges incurred before the effective date of termination and shall not be responsible for services rendered or charges incurred thereafter.

8.0 No Assignment.

This Agreement is entered into by the Town and BC and the rights and obligations may not be assigned or delegated by BC to any other attorney without the express written consent of the Town Council. This Agreement is not assignable.

9.0 Indemnification and Insurance.

A. Indemnification. BC shall indemnify the Town, its elected and appointed officials, employees, and agents from and against all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise out of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by any act or omissions of BC, or any of BC's officers, employees, agents, or any subcontractor. BC shall defend the Town against any such claims.

B. Minimum Scope of Insurance. BC shall, at its own expense, procure and maintain policies of insurance of the types and in the amounts set forth below, for the duration of this Agreement, including any extensions thereto. The policies shall state that they afford primary coverage. Failure to maintain required insurance at all times shall constitute a default and material breach of this Agreement. In such event, BC shall immediately notify the Town and cease all performance under this Agreement until further directed by the Town.

(1) General Liability insurance shall be maintained with minimum limits of $1,000,000 combined single limits written on an Insurance Services Office (ISO) Comprehensive General Liability "occurrence" form or its equivalent for coverage on an occurrence basis. Premises/Operations and Personal Injury coverage shall be included.

(2) BC shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of BC arising out or in connection with services to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

(3) Professional errors and omissions liability insurance shall be maintained with minimum limits of $1,000,000. If a claims-made policy is purchased, a "tail" of at least three years shall be purchased if non-renewed within three years of completion of performance of this Agreement. Applicable aggregates must be identified and claims history provided to determine amounts remaining under the aggregate.

(4) The Town, its elected and appointed officials, employees, and agents, are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of BC, products and completed operations of BC, and

premises owned or used by BC.

(5) BC'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 elected or appointed officials, employees, or agents, shall be excess of BC's insurance and shall not contribute with it.

(6) BC shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. BC agrees that certificates and endorsements are to be received and approved by the Town before work commences.

(7) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its elected or appointed officials, employees, or agents.

(8) All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the Town, its elected or appointed officials, employees, and agents, or shall specifically allow BC or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. BC hereby waives its own right of recovery against the Town and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(9) Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after 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 Clerk.

(10) The Town Manager may modify or waive any of the specific requirements for the above insurance, except for the policy limits. Any such waiver may include substitute requirements and shall be confirmed by letter.

(11) BC shall comply with the applicable portions of the California Labor Code concerning workers' compensation for injuries on the job.

10.0 Opinions.

All written opinions requested by the Town Council and prepared by Town Attorney or BC shall be provided to the Town Manager and all Town Council members.

11.0 Review.

The Town Council may meet with Town Attorney and review her performance. At this time, the parties may agree to changes or amendments hereto, including, but not limited to, changes in compensation provisions, which changes or amendments shall be evidenced by written amendment hereto.

12.0 Delegation.

The Town Council may delegate any of its duties, obligations, discretion or authority under

this Agreement to its Town Manager.

13.0 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.

14.0 Severability.

If any term of this Agreement is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in effect.

15.0 Governing Law.

This Agreement 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.

16.0 Mediation.

Should any dispute arise out of this Agreement, any party may request that it be submitted to mediation. The parties shall meet in mediation within 30 days of a request. The mediator shall be agreed to by the mediating parties. In the absence of an agreement, the parties shall each submit one name from mediators listed by either the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a blind draw. The cost of mediation shall be borne equally by the parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than 60 days, unless maximum time is extended by the parties.

17.0 Amendment.

No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and BC.

[Signatures on next page]

WITNESSETH:

BERLINER COHEN, LLP, ATTORNEYS

Dated: _____ By: _____
Jolie Houston, Partner

TOWN OF LOS GATOS
a California Municipal Corporation of the
State of California

Dated: _____ By: _____

Town Manager

Approved as to form:

Dated: _____ By: _____

Town Attorney

EXHIBIT A

BASIC SERVICES

Basic services to be provided by the Interim Town Attorney shall include representation of and advice to the Council, committees and commissions and all Town officials in legal matters of municipal government. This includes:

a) Attendance at all Town Council meetings (two per month), unless excused by Mayor or Town Manager (attendance at special meetings or study sessions only upon request by Town Manager or Mayor) and one Planning Commission meeting per month;

b) Town Hall office hours on the day of the Town Council Meeting. Office hours may include projects assigned by the Town Attorney's Office staff on an as-needed basis;

c) Consultation with Town Manager, Town Staff, or authorized representatives to provide legal advice on Town legal matters, including the Brown Act, Public Records Act and FPPC;

d) Assistance with the preparation/review of all proposed ordinances, resolutions, contracts, proposed Town policies and activities, and other documents pertaining to Town business;

e) Assistance with Town personnel issues (excluding collective bargaining and investigations) requiring legal attention;

f) Keeping the Council and Town Manager informed of the status of litigation involving Town. Town Attorney shall also advise the Town Council and Town Manager of significant developments in litigation involving Town as the occur;

g) Providing written legal opinions when requested by any three Council members; and

h) Assisting Town Council, Town Manager and appropriate staff in continuing to identify feasible options toward implementing and achieving the goals, policies and objectives of the Town Council.

EXHIBIT B

Fee Proposal Form

Proposer Name: Jolie Houston, Berliner Cohen

Proposers may attach supplemental pricing detail, but this form should be completed to facilitate comparison. All fees should be stated in U.S. dollars.

A1. Monthly Retainer Option

Monthly retainer amount	$ 21,500 - 70 hours/month
Included office hours / availability per week (in-person and/or remote teleconferencing)	Yes
Included Council / special meeting assumptions	Yes
Included Planning Commission assumptions	Yes
Any monthly hour cap or other limitation	70 Hours

Describe services included in the monthly retainer and all exclusions:
Retainer of $21,500 for 70 hours/month of work. Work over the retainer will be billed at $385 for all attorneys, $150 for paralegals.

A2. Hourly Rates for Work Outside the Retainer

Timekeeper / Classification	Name (if applicable)	Hourly Rate
Proposed Town Attorney	Jolie Houston	$
Primary Backup Town Attorney		$
Partner / Shareholder		$
Of Counsel		$
Senior Associate	ASSOCIATES	$
Associate	Garrett Berghold	$
Paralegal / Law Clerk	Monica Hammer	$
Other	Matt Toscano	$

A3. Specialized Services / Litigation

Describe services considered specialized or outside the base retainer and provide applicable rates or alternative pricing:
Over the monthly retainer hours or specialized litigation approved by Town Council will be charged at $385/hour for all attorneys

A4. Expenses, Billing Practices, and Rate Adjustments

Billing increment: 0.3 / Hr

Routine local travel charges:
None

Other reimbursable expenses / markups:
None

Rate guarantee period: Adjusted per year (CPI or minimum of 3%)

Proposed annual rate adjustment after guarantee period:

Transition / onboarding charges, if any:
None

A5. Alternative Fee Proposal (Optional)

Describe any alternative fee arrangement the proposer believes will provide superior value or predictability to the Town:
See Draft Agreement