

FIRST AMENDMENT TO CONSULTANT SERVICES AGREEMENT
BETWEEN TOWN OF LOS GATOS AND ATCHISON, BARISONE & CONDOTTI, APC

THIS FIRST AMENDMENT (“First Amendment”), effective as of March 1, 2024, (“effective date”) to the AGREEMENT FOR CONSULTANT SERVICES dated December 7, 2022, is made by and between the TOWN OF LOS GATOS (“Town”) and ATCHISON, BARISONE, & CONDOTTI, APC (“Consultant”). Town and Consultant may be referred to individually as a “Party” and collectively, as the “Parties.”

RECITALS

WHEREAS, Town and Consultant have previously entered into that certain Consultant Services Agreement (“Agreement”) dated December 7, 2022, incorporated herein by this reference; and

[WHEREAS, Town and Consultant agree to enter into this First Amendment to the Agreement, as specified herein.

AGREEMENT

NOW, THEREFORE, it is agreed between the Parties to incorporate the above Recitals hereto, and that the Agreement is hereby amended as follows:

1. Section 2.6 “Compensation” of the Agreement is hereby amended to add at the end of the this section, the following:

“Payment for legal services shall not exceed \$150,000 in total.”

2. Section 2.11 of the Agreement is hereby deleted and replaced by the following:

“2.11 Conflict of Interest. Consultant 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 which may create conflicts of interest between Consultant and the Town. Should any such conflict develop, despite efforts to avoid conflicts between Town and any of Consultant’s other clients, then Consultant and its attorneys will immediately notify the Town and appropriate measures will be agreed upon, consistent with Consultant’s attorneys’ professional ethical obligations. The Town acknowledges that in the event of a conflict of interest, the Town will agree to allow Consultant to withdraw from representing the Town in the matter which poses a conflict of interest, such that Consultant may continue its legal representation of Consultant’s other clients, in accordance with applicable code of ethics rules.”

Except as amended by this First Amendment, all other applicable terms and conditions of the original Agreement and annual fee adjustments shall remain in full force and effect. The terms of this First Amendment shall control if any conflict exists.

ATTACHMENT 1

First Amendment to Consultant Services Agreement with Atchison, Barisone & Condotti, APC

Each party acknowledges that it has reviewed this First Amendment and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this First Amendment.

The unenforceability, invalidity or illegality of any provision(s) of this First Amendment shall not render the other provisions unenforceable, invalid or illegal.

The Parties may execute this First Amendment in two or more counterparts, which shall, in the aggregate, be deemed an original but all of which, together, shall constitute one and the same instrument. A scanned, electronic, facsimile or other copy of a party's signature shall be accepted and valid as an original.

The signatories to this First Amendment warrant and represent that each is authorized to execute this First Amendment and that their respective signatures serve to legally obligate their respective representatives, agents, successors and assigns to comply with the provisions of this First Amendment.

IN WITNESS WHEREOF, the Town and the Consultant have executed this First Amendment effective as of the date first written above.

Approved As To Form:
By: _____ Date: _____
Gabrielle Whelan, Town Attorney

CONSULTANT – ATCHISON, BARISONE & CONDOTTI, APC
By: _____ Date: _____
Anthony P. Condotti, President
By: _____ Date: _____
Barbara H. Choi, Treasurer

TOWN OF LOS GATOS
By: _____ Date: _____
Laurel Prevetti, Town Manager