

**FIFTH AMENDMENT TO CONSULTANT SERVICES AGREEMENT
BETWEEN TOWN OF LOS GATOS AND ATCHISON, BARISONE & CONDOTTI, LLP**

THIS FIFTH AMENDMENT (“Fifth Amendment”), effective as of June 1, 2026, (“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, LLP, formerly known as ATCHISON, BARISONE, & CONDOTTI, APC and is a successor-in-interest thereto (“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 for on-call legal services with an expiration date of December 31, 2025, incorporated herein by this reference; and

WHEREAS, on March 1, 2024, Town and Consultant entered into a First Amendment to the Agreement to specify that services would not exceed the cost of \$150,000 during the term of the Agreement, and to amend the conflict of interest clause.

WHEREAS, on December 10, 2024, Town and Consultant entered into a Second Amendment to the Agreement to revise the budget for legal services to add another \$100,000 to the prior budget amount, for a total of \$250,000.

WHEREAS, on January 1, 2026, Town and Consultant entered into a Third Amendment to the Agreement to revise the budget for legal services to add another \$50,000 to the prior budget amount, for a total of \$300,000 and extended the term of the Agreement to June 30, 2026.

WHEREAS, on June 1, 2026, Town and Consultant entered into a Fourth Amendment to the Agreement to revise the budget for legal services to add another \$40,000 to the prior budget amount, for a total of \$340,000.

WHEREAS, Town and Consultant agree to enter into this Fifth Amendment to the Agreement to revise the budget for legal services to add another \$10,000 to the prior budget amount, for a total of \$350,000 until June 30, 2026.

AGREEMENT

NOW, THEREFORE, it is agreed between the Parties to incorporate the above Recitals hereto, and the Parties agree to the following:

1. Section 2.6 “Compensation” of the Agreement is hereby amended to replace the last sentence in this section from the Fourth Amendment, with the following:

“2.6. Compensation.

ATTACHMENT 1

Fifth Amendment to Consultant Services Agreement with Atchison, Barisone & Condotti, LLP

“Payment for legal services shall not exceed an additional \$10,000, totaling \$350,000 for Consultant’s on-call legal services until June 30, 2026.”

2. Except as amended by this Fifth Amendment, all other applicable terms and conditions of the original and prior amendments shall remain in full force and effect, and shall apply to Consultant, as successor-in-interest to Atchison, Barisone & Condotti, APC. The terms of this Fifth Amendment shall control if any conflict exists.
3. Each party acknowledges that it has reviewed this Fifth 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 Fifth Amendment.
4. The unenforceability, invalidity or illegality of any provision(s) of this Fifth Amendment shall not render the other provisions unenforceable, invalid or illegal.
5. The Parties may execute this Fifth 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.
6. The signatories to this Fifth Amendment warrant and represent that each is authorized to execute this Fifth Amendment and that their respective signatures serve to legally obligate their respective representatives, agents, successors and assigns to comply with the provisions of this Fifth Amendment.

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

Approved As To Form:

By: _____ Date: _____

Gabrielle Whelan, Town Attorney

CONSULTANT – ATCHISON, BARISONE & CONDOTTI, LLP

By: _____ Date: _____

Barbara H. Choi, Partner

TOWN OF LOS GATOS

By: _____ Date: _____

Chris Constantin, Town Manager