

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

THIS THIRD AMENDMENT (“Second Amendment”), effective as of January 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 this 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, Town and Consultant agree to enter into this Third Amendment to the Agreement to extend the term of the Agreement to June 30, 2026, and to agree to an updated compensation rate schedule, as specified herein.

AGREEMENT

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

1. Section 2.2 “Term and Time of Performance” of the Agreement is hereby amended to extend the term to June 30, 2026.
2. Section 2.6 “Compensation” of the Agreement is hereby amended by replacing the prior language with the following:

“2.6. Compensation.

“Town will be responsible for payment to Consultant for on-call legal services at the rates set forth in Exhibit A.

Payment for legal services shall not exceed an additional \$50,000, totaling \$300,000 for Consultant’s on-call legal services until June 30, 2026.”

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

3. Except as amended by this Third 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 Third Amendment shall control if any conflict exists.

4. Each party acknowledges that it has reviewed this Second 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 Third Amendment.

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

6. The Parties may execute this Third 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.

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

IN WITNESS WHEREOF, the Town and the Consultant have executed this Third 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

EXHIBIT A

ANTHONY P. CONDOTTI
BARBARA H. CHOI
CATHERINE M. BRONSON

OF COUNSEL
JOHN G. BARISONE



KAYLEN R. ANDERSON
ALEX V. AVAKIANTZ
STEPHANIE M. DUCK
ALEX C. GEISE
STEPHANIE Y. HALL
CLAIRE D. HARD
JENNEEN E. HILL
SAMUEL L. HUMY
KIRA J. PETERSEN
VICTORIA K. THOMPSON
ASHLEY B. WHEELOCK
LAUREN V. WILLS

ATCHISON, BARISONE & CONDOTTI

PO BOX 481, SANTA CRUZ, CALIFORNIA 95061-0481
P:831-423-8383; F:831-576-2269

ABC LAW Rate Schedule (Effective Jan. 1, 2026)

| | |
|----------------------------|----------|
| Partners/Senior Associates | \$400/hr |
| Junior Associates | \$350/hr |
| Law Fellows | \$300/hr |
| Paralegal/Law Clerk | \$275/hr |
| Legal Administrative Staff | \$150/hr |

Legal Services will be charged in increments of one-tenth (1/10) of an hour.

Town agrees to pay Consultant annual increases to the above rates, which shall apply automatically annually on or after January 1st of the year following the effective date of this Agreement, and are in accordance with the change in the San Francisco Bay Area Consumer Price Index for All Urban Consumers (CPI-U) for the prior twelve (12) month period.

Other than the annual CPI increase, Consultant may increase the hourly rate or costs being charged to Town with prior written notice of the increase to Town.

In addition to paying legal fees, Town shall reimburse Attorney for all costs and expenses incurred relating to the legal services, including but not limited to fees fixed by law or assessed by public agencies, long distance telephone calls, messenger and other delivery fees, postage, in-office photocopying (noncolor at \$0.50 per page; color at \$1.00 per page), scans at \$0.50 per page, fax services at \$2.00 per page, investigation expenses, consultant fees, parking, mileage (IRS rates), and other similar items. Town authorizes Consultant to incur all reasonable costs and to hire any investigators or consultants, reasonably necessary in Consultant's judgment, except that Consultant shall obtain Town's consent before doing so, which will not be unreasonably withheld.