

**SECOND AMENDMENT TO
OUTSIDE COUNSEL SERVICES AGREEMENT
BETWEEN THE CITY OF SUNNYVALE AND
STOEL RIVES LLP
(San Francisco Baykeeper Clean Water Act)**

THIS SECOND AMENDMENT TO OUTSIDE COUNSEL AGREEMENT, made and entered into on, hereinafter referred to as “Agreement” between the CITY OF SUNNYVALE (“City”), a California chartered municipal corporation and STOEL RIVES LLP, (“Outside Counsel”), is entered into this ____ day of _____, 2025.

RECITALS

WHEREAS, on September 30, 2024, City and Outside Counsel entered into an agreement entitled, “Legal Services Agreement between the City of Sunnyvale and Stoel Rives, LLP (San Francisco Baykeeper Clean Water Act)” (“Agreement”); and

WHEREAS, on May 21, 2025, City and Outside Counsel entered into a First Amendment to the Agreement to increase the amount of total compensation allowed by \$150,000. for a total compensation not-to-exceed \$400,000.

WHEREAS, City and Outside Counsel desire to amend the Agreement to increase the amount of total compensation allowed by \$400,000. for a total compensation not-to-exceed \$800,000.

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Section 3.0 is hereby amended to read as follows:

3.0 COMPENSATION, REIMBURSEMENT AND METHOD OF PAYMENTS.

3.1 Compensation. Fees for all legal services provided hereunder shall be charged in accordance with Second Revised Exhibit “A” which is attached and incorporated by reference. Second Revised Exhibit “A” may be amended, from time to time, to alter fees and charges applicable hereto provided that a letter agreement is duly signed and approved by the City Attorney. The total amount of fees and expenses shall not exceed \$800,000. Outside Counsel shall notify the City prior to incurring billable costs in excess of 95% of the not-to-exceed amount.

2. First Revised Exhibit A, “Fee Schedule” is amended to read as shown in Second

Revised Exhibit A, attached and incorporated into this Second Amendment.

3. All of the terms and conditions of the amended Agreement not specifically modified by this Second Amendment shall remain in full force and effect.

WITNESS THE EXECUTION HEREOF on the day and year first written above.

CITY OF SUNNYVALE, a California
chartered municipal corporation

STOEL RIVES LLP, a California limited
liability partnership

By _____
Rebecca L. Moon
City Attorney

By _____
MELISSA A. THORME
Partner

Dated: _____

Dated: _____

SECOND REVISED EXHIBIT A

FEE SCHEDULE

Legal Staff name and title	2025 rates (through 11/30/25)	2026 rates (12/1/25-11/30/26)
Melissa Thorne, Partner	\$520/hr	\$550/hr
Ed Duckers, Partner	\$600/hr	\$630/hr
Bao Vu, Partner	\$550/hr	\$580/hr
Christopher Pooser, Partner (appellate work)	\$580/hr	\$610/hr
Andy Perez, Associate	\$415/hr	\$450/hr
Rebecca Lerma, Paralegal	\$395/hr	\$410/hr