

DRAFT 4/29/25 *RLM*

**FIRST AMENDMENT TO
LEGAL SERVICES AGREEMENT
BETWEEN THE CITY OF SUNNYVALE AND
STOEL RIVES, LLP
(San Francisco Baykeeper Clean Water Act)**

THIS FIRST AMENDMENT TO LEGAL SERVICES AGREEMENT is entered into this _____ day of _____, 2025, by the CITY OF SUNNYVALE (“City”), a California chartered municipal corporation and STOEL RIVES, LLP, a California limited liability partnership, engaged in the practice of law in California, (“Outside Counsel”).

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, City and Outside Counsel desire to amend the Agreement to increase the amount of total compensation allowed by \$150,000 for a total compensation not-to-exceed \$400,000.

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 Exhibit “A” which is attached and incorporated by reference. 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 \$400,000.00. Outside Counsel shall notify the City prior to incurring billable costs in excess of 95% of the not-to-exceed amount.

2. Exhibit A, “Fee Schedule” is amended to read as shown in First Revised Exhibit A, attached and incorporated into this First Amendment.

3. All of the terms and conditions of the amended Agreement not specifically modified by this First 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: _____

FIRST REVISED EXHIBIT A

FEE SCHEDULE
