

DRAFT 6/6/25

**SECOND AMENDMENT TO
LEGAL SERVICES AGREEMENT
BETWEEN THE CITY OF SUNNYVALE AND
ALLEN, GLAESSNER, HAZELWOOD & WERTH
(*Neel Mehta v. City of Sunnyvale et al*, US District Court,
Northern District, Case No. 5:23-cv-03193)**

THIS SECOND AMENDMENT TO LEGAL SERVICES AGREEMENT, made and entered into on, hereinafter referred to as “Agreement” between the CITY OF SUNNYVALE (“City”), a California chartered municipal corporation and ALLEN, GLAESSNER, HAZELWOOD & WERTH, (“Outside Counsel”), is entered into this ____ day of _____, 2025.

RECITALS

WHEREAS, on August 21, 2023, City and Outside Counsel entered into an agreement entitled, “Legal Services Agreement between the City of Sunnyvale and Allen Glaessner Hazelwood Werth, (*Neel Mehta v. City of Sunnyvale et al*, US District Court, Northern District, Case No. 5:23-cv-03193)” (“Agreement”); and

WHEREAS, on November 5, 2024, City and Outside Counsel entered into a first amendment to the Agreement to Exhibit A to reflect Outside Counsel's current billing rate, commencing January 1, 2025; and

WHEREAS, City and Outside Counsel desire to amend the Agreement to extend the term of the Agreement and increase the amount of total compensation allowed by \$180,000. for a total not-to-exceed of \$355,000.

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

1. Section 2.0 is hereby amended to read as follows:
 - 2.0. TIME OF PERFORMANCE.** The term of this Agreement shall be for a period of six years, commencing July 21, 2023, and ending July 21, 2029.
2. 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 Revised Exhibit “A” which is attached and incorporated by reference. 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 \$355,000. Outside Counsel shall notify the City prior to incurring billable costs in excess of 95% of the not-to-exceed amount.

3. Revised Exhibit A, "Fee Schedule" is amended to read as shown in Revised Exhibit A, attached and incorporated into this Amendment.

4. 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

ALLEN, GLAESSNER, HAZELWOOD &
WERTH, a California limited liability
partnership

By _____

Rebecca L. Moon
City Attorney

By _____

Kevin Allen
Partner

Dated: _____

Dated: _____

REVISED EXHIBIT A

FEE SCHEDULE

HOURLY RATES

Partners	\$275
Associates	\$250
Clerks, Paralegals	\$120