

**SECOND AMENDMENT TO  
OUTSIDE COUNSEL SERVICES AGREEMENT  
BETWEEN THE CITY OF SUNNYVALE AND  
BURKE, WILLIAMS & SORENSEN, LLP  
(Summit Charter School)**

THIS SECOND AMENDMENT TO OUTSIDE COUNSEL SERVICES AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by the CITY OF SUNNYVALE (“City”), a municipal corporation and BURKE, WILLIAMS & SORENSEN, LLP, a California limited liability partnership (“Outside Counsel”).

**RECITALS**

**WHEREAS**, on May 2, 2014, City and Outside Counsel entered into an agreement entitled, “Outside Counsel Services Agreement between the City of Sunnyvale and Burke, Williams & Sorensen, LLP (Summit Charter School)” (“Agreement”); and

**WHEREAS**, on June 14, 2016, City and Outside Counsel entered into a First Amendment to the Agreement to increase the amount of total compensation allowed; and

**WHEREAS**, the total compensation amount of the amended Agreement has been expended, and the City and Outside Counsel desire to amend the amended Agreement to extend the term and increase the amount of total compensation allowed from \$100,000 to \$127,000;

**NOW, THEREFORE**, the parties agree to amend the amended 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 April 14, 2014, and ending April 13, 2020.
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 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 \$127,000. Outside Counsel

shall notify the City prior to incurring billable costs in excess of 95% of the not-to-exceed amount.

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

BURKE, WILLIAMS & SORENSEN, LLP, a California limited liability partnership

By \_\_\_\_\_  
JOHN A. NAGEL  
City Attorney

By \_\_\_\_\_  
JOHN R. YEH  
Partner

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**SECOND REVISED EXHIBIT A**

**FEE SCHEDULE**

HOURLY RATE

**Shareholders:**

John R Yeh \$250

**Associates:**

Brian M. Affrunti \$220