

**THIRD AMENDMENT TO
OUTSIDE COUNSEL SERVICES AGREEMENT
BETWEEN THE CITY OF SUNNYVALE AND
RENNE SLOAN HOLTZMAN SAKAI, LLP
(SEA LABOR NEGOTIATIONS)**

THIS THIRD AMENDMENT TO OUTSIDE COUNSEL SERVICES AGREEMENT is entered into this ____ day of _____, 2017, by the CITY OF SUNNYVALE (“City”), a municipal corporation and RENNE SLOAN HOLTZMAN SAKAI, LLP, a California limited liability partnership (“Outside Counsel”).

RECITALS

WHEREAS, on October 8, 2015, City and Outside Counsel entered into an agreement entitled, “Outside Counsel Services Agreement between the City of Sunnyvale and Renne Sloan Holtzman Sakai, A Public Law Group, LLP (SEA Labor Negotiations)” (“Agreement”); and

WHEREAS, on April 12, 2016, City and Outside Counsel entered into a First Amendment to the Agreement to increase the amount of total compensation allowed; and

WHEREAS, on January 31, 2017, City and Outside Counsel entered into a Second 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 increase the amount of total compensation allowed from \$150,000 to \$250,000;

NOW, THEREFORE, the parties agree to amend the amended 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 the Third Revised Exhibit “A” which is attached and incorporated by reference. The Third 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 \$250,000.00. Outside Counsel shall notify the City prior to incurring billable costs in excess of 95% of the not-to-exceed

amount.

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

3. All of the terms and conditions of the amended Agreement not specifically modified by this Third 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

RENNE SLOAN HOLTZMAN SAKAI, LLP, a California limited liability partnership

By _____
JOHN A. NAGEL
City Attorney

By _____
CHARLES SAKAI
Managing Partner

Dated: _____

Dated: _____

THIRD REVISED EXHIBIT A

FEE SCHEDULE

HOURLY RATES

Attorneys	\$275 - \$385
Paralegal	\$180