

**FIRST AMENDMENT TO
LEGAL SERVICES AGREEMENT
BETWEEN THE CITY OF SUNNYVALE AND
BERTRAND, FOX, ELLIOT, OSMAN & WENZEL,
A PROFESSIONAL CORPORATION
(Bagley vs. City of Sunnyvale)**

THIS FIRST AMENDMENT TO LEGAL SERVICES AGREEMENT is entered into this ____ day of _____, 2018, by the CITY OF SUNNYVALE ("City"), a municipal corporation and BERTRAND, FOX, ELLIOT, OSMAN & WENZEL, a California professional corporation ("Outside Counsel").

RECITALS

WHEREAS, on June 20, 2016, City and Outside Counsel entered into an agreement entitled, "Legal Services Agreement between the City of Sunnyvale and Bertrand, Fox, Elliot, Osman & Wenzel, a professional corporation (Bagley vs. City of Sunnyvale)" ("Agreement"); and

WHEREAS, City and Outside Counsel desire to amend the Agreement to increase the amount of total compensation allowed by \$100,000;

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 First Revised Exhibit "A" which is attached and incorporated by reference. First 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 \$200,000.00. Outside Counsel shall notify the City prior to incurring billable costs in excess of 95% of the not-to-exceed amount.

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

4. All of the terms and conditions of the 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 municipal
corporation

BERTRAND, FOX, ELLIOT, OSMAN &
WENZEL, a California professional
corporation

JOHN A. NAGEL
City Attorney

By _____
GREGORY M. FOX
Vice President

Dated: _____

Dated: _____

FIRST REVISED EXHIBIT A

FEE SCHEDULE

RATE SCHEDULE

Partners (litigation matter)	\$185
Partners (non-litigation matter)	\$185
Associates	\$170