

**SECOND 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 SECOND 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 (Bagley vs. City of Sunnyvale)” (“Agreement”); and

WHEREAS, on March 12, 2018, City and Outside Counsel entered into a First Amendment to the Agreement to increase the amount of total compensation; and

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

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 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 \$300,000. Outside Counsel shall notify the City prior to incurring billable costs in excess of 95% of the not-to-exceed amount.

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

3. 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

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

By _____
JOHN A. NAGEL
City Attorney

By _____
RICHARD W. OSMAN
Partner

Dated: _____

Dated: _____

SECOND REVISED EXHIBIT A

FEE SCHEDULE

RATE SCHEDULE

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