

**THIRD AMENDMENT TO  
LEGAL SERVICES AGREEMENT  
BETWEEN THE CITY OF SUNNYVALE AND  
LIEBERT CASSIDY WHITMORE, A PROFESSIONAL  
CORPORATION  
(Castro, Juan vs. City of Sunnyvale )**

THIS THIRD AMENDMENT TO LEGAL SERVICES AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by the CITY OF SUNNYVALE (“City”), a municipal corporation and LIEBERT CASSIDY WHITMORE, a California professional corporation (“Outside Counsel”).

**RECITALS**

**WHEREAS**, on May 22, 2017, City and Outside Counsel entered into an agreement entitled, “Legal Services Agreement between the City of Sunnyvale and Liebert Cassidy Whitmore, a professional corporation (Castro, Juan vs. City of Sunnyvale)” (“Agreement”); and

**WHEREAS**, the Agreement was amended on December 27, 2017 (“First Amendment”) and April 24, 2018 (“Second Amendment”) to increase the total compensation allowed to \$100,000 in the First Amendment, and to \$150,000 in the Second Amendment; and

**WHEREAS**, City and Outside Counsel desire to amend the Agreement again to increase the amount of total compensation allowed by \$155,000 for the total compensation of \$305,000.

**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 Third Revised 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 \$305,000. 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

**LIEBERT CASSIDY WHITMORE**, a  
California professional corporation

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

By \_\_\_\_\_  
J. SCOTT TIEDEMANN  
Managing Partner

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

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

**THIRD REVISED EXHIBIT A**

**FEE SCHEDULE**

**HOURLY RATES**

Partners	\$360
Senior Counsel	\$320
Associates	\$210 - \$300
Labor Relations/ HR Consultant	\$195 - \$230
Paraprofessionals & Litigation Support	\$80 - \$170