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**SUPPLEMENTAL AGREEMENT NO.: 2**

The City of Sacramento ("City") and Shute Mihaly and Weinberger, LLP ("Attorney"), as parties to that certain Agreement for Legal Services Agreement, including any and all prior supplemental agreements modifying said agreement (said agreement and supplemental agreements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

1. Section A of the Recital to the Agreement dated March 6, 2006, is amended to read as follows:

"A. CITY is in need of ATTORNEYS to represent it in the matters of Service Employees International Union, United Healthcare Workers West v. City of Sacramento, Sacramento City Council (Respondents) and Sutter Health, Inc. a California non-profit corporation; Sutter Health-Sacramento Sierra Regional; and Sutter Medical Center, Sacramento, (Real Parties-in-Interest), Sacramento Superior Court Case Number 06CS00026, and Third District Court of Appeals case number C054087, 'the Matter'."

2. In consideration of the additional and/or revised services described above, Section 3 of the First Amendment to the Agreement for Legal Services entered into by the City and Attorney on August 16, 2006, is amended to read as follows:

"3. Subject to amendment by the parties, approved in writing in the manner required by law, the maximum payable by CITY to ATTORNEYS under this contract for services and expenses shall be \$200,000.00 (two hundred thousand dollars). CITY anticipates that this amount should be sufficient for ATTORNEYS to provide the

services identified above; to the extent additional services and expenses are required on this Matter, an amendment authorizing the additional services and expenses shall be required. Services by ATTORNEYS in addition to services in connection with the Matter shall be at the discretion of CITY and compensation therefor shall be the subject of a separate and future agreement for legal services entered prior to the performance of such additional services."

Agreement's original not-to-exceed amount: \$70,000.00  
Not-to-exceed amount prior to this supplemental agreement: \$90,000.00  
**Increase** by this supplemental agreement: \$110,000.00  
New not-to exceed amount including all supplemental agreements: \$200,000.00

- 3. Attorney warrants and represents that the person or persons executing this supplemental agreement on behalf of Attorney has or have been duly authorized by Attorney to sign this supplemental agreement and bind Attorney to the terms hereof.
- 4. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Attorney shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

**CITY OF SACRAMENTO,**  
a municipal corporation

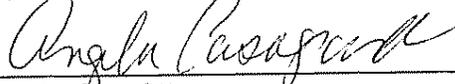
**SHUTE, MIHALY & WEINBERGER, LLP**

By: \_\_\_\_\_  
Eileen Teichert, City Attorney

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

APPROVED AS TO FORM:

  
Deputy City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk