

**SECOND AMENDMENT TO
OUTSIDE COUNSEL SERVICES AGREEMENT
BETWEEN THE SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY OF SUNNYVALE AND
GOLDFARB & LIPMAN LLP
(Former RDA Related Issues)**

THIS SECOND AMENDMENT TO OUTSIDE COUNSEL SERVICES AGREEMENT is entered into this ____ day of _____, 2016, by the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SUNNYVALE (“Agency”), a municipal corporation and GOLDFARB & LIPMAN LLP, engaged in the practice of law in California (“Outside Counsel”).

RECITALS

WHEREAS, on June 20, 2013, Agency and Outside Counsel entered into an agreement entitled, “Outside Counsel Services Agreement between the Successor Agency to the Redevelopment Agency of the City of Sunnyvale and Goldfarb & Lipman LLP (Former RDA Related Issues)” (“Agreement”); and

WHEREAS, on March 31, 2016, Agency and Outside Counsel entered into a first amendment to the Agreement extending the term and increasing the compensation by \$50,000 to a total compensation amount of \$100,000; and

WHEREAS, Agency and Outside Counsel desire to amend the Agreement to increase the amount of total compensation amount allowed to \$200,000.

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 Second Revised Exhibit “A” which is attached and incorporated by reference. Second 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 Agency Counsel. The total amount of fees and expenses shall not exceed \$200,000. Outside Counsel shall notify the Agency 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

GOLDFARB & LIPMAN LLP

By _____
JOHN A. NAGEL
Agency Counsel

By _____
KAREN M. TIEDEMANN
Partner

Dated: _____

Dated: _____

SECOND REVISED EXHIBIT A

FEE SCHEDULE

HOURLY RATE

Partner	\$275-295
Senior Counsel	\$275-295
Associates	\$175-215
Litigation Paralegal	\$145
Senior Law Clerks	\$145
Law Clerks	\$130
Project Coordinators	\$130