

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

THIS SECOND AMENDMENT TO OUTSIDE COUNSEL SERVICES AGREEMENT is entered into this ____ day of _____, 2016, by the CITY OF SUNNYVALE (“City”), a municipal corporation, and the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SUNNYVALE, a public agency organized and existing under Health and Safety Code section 34173 (g) (“Agency”) and GOLDFARB & LIPMAN LLP, a California professional corporation, engaged in the practice of law in California (“Outside Counsel”).

RECITALS

WHEREAS, on June 24, 2013, City and Outside Counsel entered into an agreement entitled, “Outside Counsel Services Agreement between the City of Sunnyvale and the Successor Agency to the Redevelopment Agency of the City of Sunnyvale and Goldfarb & Lipman LLP” (“Agreement”); and

WHEREAS, Outside Counsel was retained to assist in the litigation matter of *Successor Agency to Redevelopment Agency of the City of Sunnyvale and City of Sunnyvale v. Matosantos, et al.*, Sacramento County Superior Court Case No. 34-2013-80001499 (Sunnyvale #1); and

WHEREAS, in October 2014, by a unanimous 7-0 vote, the City Council authorized the City Attorney to pursue appellate review, and now includes *Santa Clara Office of Education et al. vs Successor Agency to the Sunnyvale Redevelopment Agency* (Sac SC # 34-2013-800001627) (“Sunnyvale #2”); and *Sunnyvale vs. Michael Cohen* (Sac SC #34-2015-80002067) (“Sunnyvale #3”); and

WHEREAS, on April 19, 2016, City and Outside Counsel entered into a First Amendment to Agreement entitled, “First Amendment to Outside Counsel Services Agreement between the City of Sunnyvale and the Successor Agency to the Redevelopment Agency of the City of Sunnyvale and Goldfarb & Lipman LLP” (“Agreement”) to amend the Agreement to extend the term and increase the amount of total compensation to a total not-to-exceed amount of \$160,000; and

WHEREAS, City and Outside Counsel desire to further amend the amended Agreement to increase the amount of total compensation allowed by \$40,000, for a total not-to-exceed amount of \$200,000

NOW, THEREFORE, the parties agree to further 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 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 City Attorney. The total amount of fees and expenses shall not exceed \$200,000. 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

GOLDFARB & LIPMAN LLP, a professional corporation

By _____
JOHN A. NAGEL
City Attorney

By _____
KAREN M. TIEDEMANN
Partner

Dated: _____

Dated: _____

SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY
OF SUNNYVALE, a public agency organized
and existing under Health and Safety Code
section 34173 (g)

By _____
JOHN A. NAGEL
Agency Counsel

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