

**FOURTH 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 THIRD AMENDMENT TO OUTSIDE COUNSEL SERVICES AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, 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 limited liability partnership (“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 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**, on October 31, 2016, City and Outside Counsel entered into a Second Amendment to the Agreement to increase the amount of total compensation to a total not-to-exceed amount of \$200,000; and

**WHEREAS**, on April 17, 2017, City and Outside Counsel entered into a Third Amendment to the Agreement to increase the amount of total compensation to a total not-to-exceed amount of \$220,000; and

**WHEREAS**, City and Outside Counsel desire to further amend the amended Agreement to

increase the amount of total compensation allowed by \$25,000, for a total not-to-exceed amount of \$245,000.

**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 the Fourth Revised Exhibit "A" which is attached and incorporated by reference. The Fourth 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 \$245,000. Outside Counsel shall notify the City prior to incurring billable costs in excess of 95% of the not-to-exceed amount.

2. Third Revised Exhibit A, "Fee Schedule" is amended to read as shown in the Fourth Revised Exhibit A, attached and incorporated into this Fourth Amendment.

3. All of the terms and conditions of the amended Agreement not specifically modified by this Fourth 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 California limited liability partnership

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: \_\_\_\_\_

**FOURTH 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