

**THIRD 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 THIRD AMENDMENT TO OUTSIDE COUNSEL SERVICES AGREEMENT is entered into this ____ day of _____, 2019, by the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SUNNYVALE ("Agency"), a public agency organized and existing under Health and Safety Code section 34173 (g) 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, on July 28, 2016, Agency and Outside Counsel entered into a second amendment to the Agreement increasing the amount of total compensation allowed to \$200,000; and

WHEREAS, Agency and Outside Counsel desire to amend the Agreement to extend the term and increase the amount of total compensation allowed to \$275,000.

NOW, THEREFORE, the parties agree to amend the amended Agreement as follows:

1. Section 2.0 is hereby amended to read as follows:
 - 2.0. TIME OF PERFORMANCE.** The term of this Agreement shall from July 1, 2013 to December 31, 2022.
2. 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 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 Agency Counsel. The total amount of fees and expenses shall not exceed \$275,000. Outside Counsel shall notify the City prior to incurring billable costs in excess of 95% of the not-to-exceed amount.

3. Second Revised Exhibit A, “Fee Schedule” is amended to read as shown in Third Revised Exhibit A, attached and incorporated into this Third Amendment.

4. 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.

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)

GOLDFARB & LIPMAN LLP, a professional
corporation

By _____
JOHN A. NAGEL
Agency Counsel

By _____
KAREN M. TIEDEMANN
Partner

Dated: _____

Dated: _____

THIRD REVISED EXHIBIT A

FEE SCHEDULE

HOURLY RATE

Partner	\$295-320
Senior Counsel	\$290-320
Associate	\$200-290
Senior Law Clerk	\$175
Law Clerk	\$140
Litigation Paralegal	\$160
Project Coordinator	\$160