

**FIFTH 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 FIFTH AMENDMENT TO OUTSIDE COUNSEL SERVICES AGREEMENT is entered into this ____ day of _____, 2019, 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, on July 2, 2018, City and Outside Counsel entered into a Fourth Amendment to the

Agreement to increase the amount of total compensation to a total not-to-exceed amount of \$245,000; and

WHEREAS, City and Outside Counsel desire to further amend the amended Agreement to extend the term and increase the amount of total compensation allowed by \$75,000, for a total not-to-exceed amount of \$320,000.

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 be for a period of nine years, commencing May 20, 2013, and ending May 19, 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 City Attorney. The total amount of fees and expenses shall not exceed \$320,000. Outside Counsel shall notify the City prior to incurring billable costs in excess of 95% of the not-to-exceed amount.

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

4. All of the terms and conditions of the amended Agreement not specifically modified by this Fifth 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: _____

FIFTH 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