



SA

DATE: April 19, 2012

TO: Executive Director for Stadium Authority Action

FROM: Assistant Executive Director for Stadium Authority

SUBJECT: Approval of Amendment No. 1 to the Legal Consulting Services Agreement with Goldfarb & Lipman LLC in the amount of \$360,000 for Legal Services Related to the Development of the San Francisco 49ers Stadium

EXECUTIVE SUMMARY:

At its December 13, 2011 meeting, the Stadium Authority adopted a resolution to approve a Disposition and Development Agreement (DDA) and Preliminary Finance Plan related to the construction of a professional football stadium in Santa Clara. In early 2012, the Stadium Lease, Ground Lease, final financing documents, and other legal agreements needed for the project were approved, allowing the close of escrow to take place in late March 2012 and start of construction planned for May 1, 2012.

The negotiation and drafting of the many legal documents essential to the Stadium Project has required specialized expertise in the areas of redevelopment law and land use issues, particularly pertaining to stadiums and professional sports franchises. Prior to the formation of the Stadium Authority, the City's Redevelopment Agency contracted with Goldfarb & Lipman LLC to provide those legal services. The Stadium Authority was formed on February 22, 2011, and the Stadium Authority budget for fiscal year 2011/12, adopted on June 14, 2011, includes appropriations for staff and consulting costs to provide ongoing support for the development of the Stadium. At the December 6, 2012 meeting, the Stadium Authority Board approved a consulting contract with Goldfarb & Lipman LLC for assistance with legal, redevelopment law and land use issues pertaining to the stadium project.

Although the majority of the documents pertaining to the Stadium Project have been completed, legal analysis and assistance from Goldfarb & Lipman LLC will continue to be required as the construction phase of the project begins and the terms and conditions of the Stadium-related agreements are carried out. For this reason, staff is recommending that the Stadium Authority enter into Amendment No. 1 to the contract with Goldfarb & Lipman LLC to increase the not-to-exceed amount by \$360,000, for a total not-to-exceed amount of \$810,000, to support these efforts through June 2013. Funding is available in the Stadium Authority budget for this purpose. A copy of the contract has been placed in Authority offices for review.

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Approval of this amendment to the contract with Goldfarb & Lipman LLC will allow the Stadium Authority to continue to receive legal services related to the development of the 49ers Stadium. Goldfarb & Lipman LLC has provided excellent advice and outstanding support from the beginning of this project through close of escrow; this expertise and assistance will continue to be needed as the project moves forward in the construction phase.

ECONOMIC/FISCAL IMPACT:

This amendment increases the not-to-exceed amount for the agreement by \$360,000, for a total not-to-exceed amount of \$810,000. Funds are available in the Stadium Authority Contractual Services account (870-8124-87870).

Approval of Amendment No. 1 to Legal Consulting Services Agreement with Goldfarb & Lipman LLC in the amount of \$360,000 for Legal Services Related to the Development of the San Francisco 49ers Stadium

Date: April 19, 2012

Page 2

RECOMMENDATION:

That the Authority

1. Approve Amendment No. 1 to the legal consulting services agreement with Goldfarb & Lipman LLC in the amount of \$360,000 for legal services related to the development of the San Francisco 49ers stadium.
2. Authorize the Executive Director to execute Amendment No. 1 to the agreement with Goldfarb & Lipman LLC.



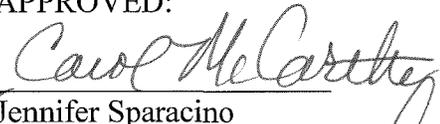
Alan Kurotori

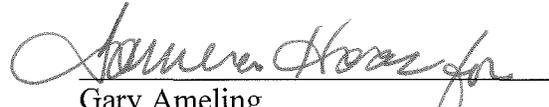
Assistant Executive Director for Stadium Authority

Certified as to Availability of Funds: ^{OK}

870-8124-87870 \$360,000.00 _{AD}

APPROVED:

for 
Jennifer Sparacino
Executive Director for Stadium Authority


Gary Ameling
Stadium Authority Treasurer

Documents Related to this Report:

1) Amendment No. 1 to Professional Services Agreement between the Stadium Authority and Goldfarb & Lipman LLC

E:\AGENDA REPORTS\2011\12 06 11_GL_contract_with_SA1.doc

**AMENDMENT NO. 1
TO THE LEGAL SERVICES AGREEMENT
BETWEEN THE
SANTA CLARA STADIUM AUTHORITY
AND
GOLDFARB & LIPMAN LLP**

PREAMBLE

This agreement (“Amendment No. 1”) is made and entered into on this ____ day of April, 2012, (“Effective Date”) by and between Goldfarb & Lipman LLP, comprised of attorneys licensed to practice law in the State of California with its primary place of business located at 1300 Clay Street, Ninth Floor, Oakland, CA 94612 (“Firm”) and the Santa Clara Stadium Authority, a joint exercise of powers entity, created through Government Code sections 6500 *et seq.* (“Stadium Authority”), with its primary place of business located at 1500 Warburton Avenue, Santa Clara, CA 95050. Stadium Authority and Firm may be referred to herein individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

RECITALS

- A. The Parties previously entered into an agreement entitled “Legal Services Agreement by and between the Santa Clara Stadium Authority and Goldfarb & Lipman LLP,” dated December 6, 2011 (the “Original Agreement”); and,
- B. The Parties entered into the Original Agreement for the purpose of having Firm provide legal services, and the Parties now wish to amend the Original Agreement to increase the not to exceed amount of four hundred fifty thousand dollars (\$450,000) by three hundred sixty thousand dollars (\$360,000), bringing the total not to exceed amount to eight hundred ten thousand dollars (\$810,000).

AGREEMENT PROVISIONS

The Parties agree as follows:

1. AMENDMENT PROVISIONS

Exhibit A of the Original Agreement, entitled “Schedule of Fees and Charges,” paragraph B, entitled “Maximum Not to Exceed Contract Amount” is hereby deleted and replaced with the following:

“B. Maximum Not to Exceed Contract Amount.

In no event shall the total amount paid to the Firm for services, including all fees, costs and/or expenses, under this Agreement exceed eight hundred ten thousand dollars (\$810,000.00) subject to budgetary appropriations.”

2. TERMS

All other terms of the Original Agreement which are not in conflict with the provisions of this Amendment No. 1 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Amendment No. 1 shall become operative on the Effective Date first set forth above.

SANTA CLARA STADIUM AUTHORITY

a Joint Exercise of Powers Entity, created through Government Code sections 6500 *et seq.*

APPROVED AS TO FORM:

RICHARD E. NOSKY, JR.
Stadium Authority Counsel

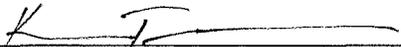
JENNIFER SPARACINO
Executive Director
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 249-7846

ATTEST:

ROD DIRIDON, JR.
Secretary

“STADIUM AUTHORITY”

GOLDFARB & LIPMAN, LLP
a California limited liability partnership

By: 
(Signature of Person executing the Agreement on behalf of Contractor)

Name: Karen M. Tiedemann

Title: Partner

Local Address: 1300 Clay Street

9th Floor

Oakland, CA 94612

Telephone (510) 836-6336

Fax: (510) 836-1035

“FIRM”

I:\AGREEMENTS\LEGAL SERVICES\Goldfarb Lipman Stadium Amd No 1 - 04-18-12.doc