

THIRD AMENDMENT TO AGREEMENT FOR PROVISION OF ATTORNEY SERVICES

THIS THIRD AMENDMENT TO AGREEMENT FOR PROVISION OF ATTORNEY SERVICES ("Third Amended Agreement") is made and entered into as of the 5th day of April, 2022 ("Effective Date"), by and between the City of Yorba Linda, a California municipal corporation ("City"), the Successor Agency to the Yorba Linda Redevelopment Agency, a public body, corporate and politic ("Agency"), the Yorba Linda Housing Authority, a public agency ("Housing Authority"), and the Yorba Linda Municipal Financing Authority, a California joint powers authority ("Municipal Financing Authority", all parties collectively the "City Parties"), and Rutan & Tucker, LLP, a California limited liability partnership ("Attorney").

RECITALS

A. City, Agency, and Attorney are parties to that "Agreement For Provision of City And Agency Attorney Services" ("Original Agreement") dated January 4, 2011.

B. City, Agency, Housing Authority, the Yorba Linda Public Financing Authority, a California joint powers authority ("Financing Authority"), and Attorney are parties to that "First Amendment to Agreement for Provision of Attorney Services" ("First Amended Agreement") dated March 7, 2017 which amended the Original Agreement.

C. City Parties, Financing Authority, and Attorney are parties to that "Second Amendment to Agreement for Provision of Attorney Services" ("Second Amended Agreement") dated April 17, 2018, which amended the Original Agreement and First Amended Agreement. The Original Agreement, First Amended Agreement, and Second Amended Agreement are hereby collectively referenced as "City Attorney Agreement".

D. The Financing Authority has been terminated and dissolved.

E. The City Parties and Attorney desire to amend the City Attorney Agreement on the terms contained in this Third Amended Agreement. Unless modified by this Third Amended Agreement, all terms and conditions of the City Attorney Agreement remain in full force and effect.

COVENANTS

Based upon the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City Parties and Attorney hereby agree as follows:

Section 1: Article 4.1 of the Original Agreement and Section 1 of the First Amended Agreement are amended to read as follows:

City Parties shall compensate Attorney for General City Attorney Services and Specialized Legal Services as provided herein. City Parties shall pay Attorney \$255 per hour for attorney work for General City Attorney Services. For Specialized Legal Services, City Parties shall pay Attorney \$285 per hour for all attorney work. City Parties shall pay Attorney \$134 per hour for paralegals and law clerks.

Section 2: The new hourly rates in this Third Amended Agreement shall apply to work performed beginning May 1, 2022.

IN WITNESS WHEREOF, the parties hereto have caused this Third Amended Agreement to be duly executed with all the formalities required by law on the date first written above.

CITY OF YORBA LINDA

By: _____
Mayor

ATTEST:
By: _____
City Clerk

SUCCESSOR AGENCY TO THE YORBA LINDA REDEVELOPMENT AGENCY

By: _____
Chairperson

ATTEST:
By: _____
Agency Secretary

YORBA LINDA HOUSING AUTHORITY

By: _____
Chairperson

ATTEST:
By: _____
Secretary

YORBA LINDA MUNICIPAL FINANCING AUTHORITY

By: _____
Chairperson

ATTEST:
By: _____
Secretary

RUTAN & TUCKER, LLP

By: _____
Todd Litfin, Partner