

**FIRST AMENDMENT TO
CONSULTANT AGREEMENT
BETWEEN
THE CITY OF SAN JOSE
AND
RENNE SLOAN HOLTZMAN SAKAI LLP**

This FIRST AMENDMENT TO AGREEMENT is entered into this ____ day of _____, 2012, by the CITY OF SAN JOSE ("CITY"), a municipal corporation, and RENNE SLOAN HOLTZMAN SAKAI LLP, a California limited liability partnership ("CONSULTANT").

RECITALS

WHEREAS, on April 5, 2011, CITY and CONSULTANT entered into an agreement entitled "Agreement for Consultant Services Between the City of San José and Renne Sloan Holtzman Sakai LLP" ("AGREEMENT"); and

WHEREAS, CITY and CONSULTANT desire to amend the AGREEMENT to extend the term and to increase the amount of total compensation allowed;

NOW, THEREFORE, the parties agree to amend the AGREEMENT as follows:

SECTION 1. SECTION 2, "TERM OF AGREEMENT" is amended to read as follows:

"The term of this AGREEMENT shall be retroactive from January 1, 2011 to December 31, 2014, inclusive, subject to the provisions of Section 10 of this AGREEMENT."

SECTION 2. SECTION 4, "COMPENSATION" is amended to read as follows:

"The compensation to be paid to CONSULTANT, including both payment for professional services and reimbursable expenses, shall not exceed Six Hundred Fifty Thousand Dollars (\$650,000.00). The rate and schedule of

payment is set out in REVISED EXHIBIT C, entitled "COMPENSATION", which is attached hereto and incorporated herein."

SECTION 3. EXHIBIT C, "COMPENSATION" is amended to read as shown in REVISED EXHIBIT C, attached and incorporated into this First Amendment.

SECTION 4. All of the terms and conditions of the original AGREEMENT not modified by this First Amendment shall remain in full force and effect.

WITNESS THE EXECUTION HEREOF on the day and year first written above.

"CITY"

APPROVED AS TO FORM:

CITY OF SAN JOSE, a municipal corporation

ED MORAN
Assistant City Attorney

By _____
NORBERTO DUENAS
Deputy City Manager

"CONSULTANT"

RENNE SLOAN HOLTZMAN SAKAI LLP,
a California limited liability partnership

By _____
Name: Charles D. Sakai
Title: Managing Partner

REVISED EXHIBIT C

COMPENSATION

CITY agrees to compensate CONSULTANT for professional services performed in accordance with the terms and conditions of this AGREEMENT as follows:

Partners	\$255-\$315 per hour
Associates	\$195-\$250 per hour
Paralegals	\$120 per hour

In addition to the above compensation, CITY shall reimburse CONSULTANT for actual out-of-pocket costs and expenses reasonably incurred in connection with providing to CITY the services specified in this AGREEMENT, including but not limited to travel-related expenses, overnight delivery and messenger services.

The maximum amount of compensation to be paid to CONSULTANT under this AGREEMENT, including both payment for services and reimbursable expenses, shall not exceed Six Hundred Fifty Thousand Dollars (\$650,000.00). Any hours worked for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to CITY.