

First

Amendment to Standard City of San José Consultant Agreement (Non-Capital Projects)

Second

Consultant's Name: Sloan Sakai Yeung Wong, LLP (formerly Renne Sloan Holtzman & Sakai, LLP)

Third

(Standard Agreement AC No. 663074)

This Amendment is made and entered into this 8th day of December, 2022. The City and Consultant amend the above-referenced agreement as set forth herein.

1. Capitalized words in this Amendment have the same meaning as in the Agreement.
 2. The provisions of this Agreement (including any previous amendments) not modified by this Amendment remain in full force and effect.
 3. The provisions of this Amendment are effective upon execution of the Amendment by both parties.
 4. **Agreement Term:** Section 2 is amended to extend the expiration date from December 31, 2022 to December 31, 2023.
 5. **Maximum Total Compensation:** Subsection 10.1 is amended to Increase Decrease the Maximum Total Compensation from \$ _____ to \$ _____.
 6. **Agreement Section(s):** Section(s) 20.3 is/are amended to read as set forth in Attachment A of the Amendment.
 7. **Scope of Basic Services – Exhibit A:** The original First Revised Second Revised Exhibit A is amended to read as set forth in the attached First Second Third Revised Exhibit A, which is incorporated by reference into this Amendment.
 8. **Compensation – Exhibit B:** The original First Revised Second Revised Exhibit B is amended to read as set forth in the attached First Second Third Revised Exhibit B, which is incorporated by reference into this Amendment.
 9. **Additional Services:** The Consultant is authorized to perform the Additional Services set forth in the attached Additional Services Exhibit, which is incorporated by reference into this Amendment.
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This Amendment is executed by the authorized representatives of the City and Consultant as follows:

City of San José

Consultant

By 

By 

Email: sarah.zarate@sanjoseca.gov
Date: 12/08/2022 GMT

Email: csakai@sloansakai.com
Date: 12/07/2022 GMT

Name: Sarah Zarate
Title: Director, Office of the City Manager

Name: Charles Sakai
Title: Partner

Approval as to Form (City Attorney):

Form Approved by the Office of the City Attorney.

(Maximum Total Compensation, as amended, is \$100,000 or less, and the provisions of the form are not altered.)



Email: suzanne.hutchins@sanjoseca.gov
Date: 12/07/2022 GMT

Name: Suzanne S. Hutchins
Title: Sr. Deputy City Attorney

First

Attachment A

Second

Agreement Provision Amendment(s)

Third

(Non-Capital Project)

This Attachment A is an attachment to the First Second Third amendment to Agreement.

The Section(s) set forth in the original Agreement, or in any previous amendment to the original Agreement, is/are amended as follows:

Section 20.3 of the Agreement is amended to substitute the following for notices to Consultant:

To the Consultant: Sloan Sakai Yeung Wong LLP
Attn: Charles Sakai
2000 Powell Street, Suite 450
Emeryville, CA 94608
(415) 678-3808
csakai@sloansakai.com

First

Second

Third

Revised Exhibit A: Scope of Basic Services

(Non-Capital Project)

This revised Exhibit A is an attachment to the First Second Third amendment to Agreement.

The tasks set forth in the original Exhibit A, or in any previous amendment to the original Exhibit A, are amended as follows:

Task No. 1, entitled “Provide Consulting Services Related to Labor Relations and Employment Matters,” is amended to read as follows:

A. Services: Consultant shall assist in developing labor negotiation strategies for successor MOAs and may serve as member of the City of San Jose’s negotiating team and as a lead negotiator. Consultant will attend scheduled negotiation sessions and provide assistance to the Office of Employee Relations as requested to develop negotiation strategies and provide assistance with employment related matters.

Consultant shall not provide any legal services. All legal issues which arise under this Agreement shall be coordinated with the City of San Jose’s Office of the City Attorney.

B. Deliverable: Upon request of the City, Consultant will attend scheduled negotiation sessions and provide assistance to the Office of Employee Relations to develop negotiation strategies and provide assistance with employment related matters.

C. Completion Time: The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following times is marked:

On or before the following date: On-going from January 1, 2018 through December 31, 2023.

On or before _____ Business Days from _____.