SECOND AMENDMENT TO AGREEMENT BETWEEN
THE CITY OF MILPITAS AND RENNE, SLOAN, HOLTZMAN & SAKAI, LLP

THIS AMENDMENT is entered into this 5th day of June, 2012, by and between the City of Milpitas, hereinafter “City,” and Renne, Sloan, Holtzman & Sakai, LLP, hereinafter “Firm.”

Recitals:

Whereas, the parties entered into a written agreement (the “Agreement”) for legal services dated March 16, 2010 by Firm and dated March 22, 2010 by City, with a not-to-exceed amount of $33,730, a copy of which is attached hereto; and

Whereas, the parties entered into a written Amendment to Agreement Between the City of Milpitas and Renne, Sloan, Holtzman & Sakai, LLP, dated June 22, 2011, increasing the compensation amount by $10,000 for a new total not-to-exceed amount of $43,730, a copy of which is also attached; and

Whereas, on June 5, 2012, the City Council approved this Second Amendment to the Agreement;

Whereas, the parties wish to further amend the Agreement as set forth below.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. The compensation amount stated on the Agreement is increased by $20,000, for a new total not-to-exceed amount of $63,730.

2. All other terms and conditions remain unchanged.

APPROVED BY:

CITY OF MILPITAS

Renne, Sloan, Holtzman & Sakai, LLP

By: ________________________________

Thomas C. Williams, City Manager

Charles Sakai, Partner

APPROVED AS TO FORM:

_______________________________

Michael J. Ogaz, City Attorney
AMENDMENT TO AGREEMENT BETWEEN
THE CITY OF MILPITAS AND RENNE, SLOAN, HOLTZMAN & SAKAI, LLP

THIS AMENDMENT is entered into this 22nd day of June, 2011, by and between the City of Milpitas, hereinafter “City,” and Rennè, Sloan, Holtzman & Sakai, LLP, hereinafter “Firm.”

Recitals:

Whereas, the parties entered into a written agreement (the “Agreement”) for legal services dated March 16, 2010 by Firm and dated March 22, 2010 by City, with a not-to-exceed amount of $33,730, a copy of which is attached hereto; and

Whereas, the parties wish to amend the Agreement as set forth below.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. The compensation amount stated on the Agreement is increased by $10,000, for a new total not-to-exceed amount of $43,730.

2. All other terms and conditions remain unchanged.

APPROVED BY:

CITY OF MILPITAS

By: Charles Sakai, Partner

Rennè, Sloan, Holtzman & Sakai, LLP

THOMAS C. WILLIAMS, CITY MANAGER

APPROVED AS TO FORM:

MICHAEL J. OGAZ, CITY ATTORNEY
March 16, 2010

Charles Sakai
Cell: (615) 299-0856
E-mail: csakai@publiclawgroup.com

VIA E-MAIL AND US MAIL

CONFIDENTIAL
ATTORNEY/CLIENT PRIVILEGE

Michael Ogaz
City Attorney
City of Milpitas
455 East Calaveras Blvd.
Milpitas, CA 95035

Re: Retention of Services

Dear Mr. Ogaz:

This letter confirms the agreement under which the City of Milpitas ("City") has retained Renne Sloan Holtzman Sakai LLP ("Firm") to provide advice and representation on labor relations and employment matters. The Firm agrees that the terms of this letter agreement are subject to City Council approving an appropriation funding the contract in the amount of $33,730.00, currently scheduled for the Council meeting of April 6, 2010. The agreement is for a total not-to-exceed amount of $33,730.00.

The Firm will bill the City for professional services at the hourly billing rates in effect at the time services are rendered. For 2010, our partner rates are $275 to $340.1 Our associate rates depend on the associate’s years of labor and employment experience out of law school and will remain $205 to $270. Non-attorney Human Resources and Labor Relations Consultants rates range from $150 to $225. Paralegals are billed at $95 to $125 per hour. Billing is done in 1/10ths of an hour increments.

In addition, the firm charges separately for certain costs incurred in the representation, as well as for any disbursements to third parties made on a client’s behalf. Such costs and disbursements include, for example, the following: travel (at the IRS rate in effect at the time the travel occurs), computer-assisted research, transcription, overnight delivery and messenger services. For major disbursements to third parties, invoices may be sent directly to you for payment. The firm also bills for time spent traveling on a client’s behalf at our normal hourly rates.

1 These rates are reviewed and may be modified every year, generally in January. We have not changed our rate ranges in several years.
disbursements to third parties, invoices may be sent directly to you for payment. The firm also bills for time spent traveling on a client’s behalf at our normal hourly rates.

We will bill you on a monthly basis for services performed and costs incurred. Payment is due within 30 days of the date an invoice is rendered. Past due amounts will be shown on the invoice.

You may terminate our services at any time, subject to any applicable requirements for withdrawal of counsel imposed by a tribunal. The firm reserves the right to withdraw from the representation for failure of the client to make timely payment of fees, costs, and disbursements in accordance with the fee arrangement described in this letter, or for any other reason permitted by the applicable Rules of Professional Conduct.

Please let me know if you have any questions or comments regarding this letter or any other matter. If the terms are agreeable, please sign below and return the original of this letter to me.

Sincerely,

[Signature]

Charles Sakai

CS:dr

THE CITY OF MILPITAS AGREES TO THE TERMS SET FORTH ABOVE.

[Signature]  
Dated: 3/22, 2010

Michael Ogaz  
City Attorney