

**FIRST AMENDMENT  
TO FUNDING AND REIMBURSEMENT AGREEMENT BY AND  
BETWEEN  
THE CITY OF SAN JOSE AND GOOGLE LLC  
RELATED TO DIRIDON STATION AREA PLANNING AND  
DOWNTOWN WEST MIXED-USE PLAN**

This First Amendment (“First Amendment”) to the Funding and Reimbursement Agreement (“Agreement”) is made and entered into on August 10, 2021 by and between the City of San José, a California Municipal Corporation (“City”) and Google LLC, a Delaware limited liability company (“Google”).

Whereas, on June 17, 2019, the City and Google entered into the Agreement to provide for funding and reimbursement from Google to City to directly engage certain City consultants and staff needed to perform necessary studies and work related to the Downtown West Mixed-Use Plan Environmental Impact Report, General Plan Amendments, Diridon Station Area Plan Amendments, Municipal Code Amendments and Rezoning, and other permits and approvals, as further explained in the Agreement; and

Whereas, the City Council certified the Downtown West Mixed-Use Plan Environmental Impact Report and approved the Downtown West Mixed-Use Plan on May 25, 2021; and

Whereas, the Agreement expires upon the final determination by the City Council on all development applications related to the Downtown West Mixed-Use Plan; and

Whereas, the parties desire to extend the Agreement to June 30, 2022 to provide for funding and reimbursement from Google to City related to City services to be provided in the current fiscal year (July 1, 2021 to June 30, 2022);

NOW, THEREFORE, subject to the terms, provisions, and conditions herein, the parties hereto agree as follows:

1. Defined terms from the Agreement are repeated herein where applicable. The Agreement is hereby amended as specifically referenced herein; in all other respects, the Agreement remains the same and is confirmed by the parties.
2. Section 3 of the Agreement entitled “Termination and Expiration” is hereby amended and replaced fully to read as follows:

“Either Google or City may terminate this Agreement by delivering to the other party twenty (20) calendar days’ advance written notice of election to terminate. If not subject to earlier termination, as provided herein, this Agreement shall expire on June 30, 2022. Google’s obligations to reimburse City for any outstanding amount due, however, shall survive, and remain enforceable after, the termination or expiration of this Agreement. City’s obligations to provide refunds to Google shall be in accordance with Section 1.4 herein.”

APPROVED AS TO FORM:

“CITY”

\_\_\_\_\_  
JOHNNY V. PHAN  
Chief Deputy City Attorney

CITY OF SAN JOSE,  
a municipal corporation

By: \_\_\_\_\_  
TONI J. TABER, CMC  
City Clerk

“GOOGLE”

GOOGLE LLC  
a Delaware limited liability company authorized  
to conduct business in the State of California

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_