

**AMENDMENT NO. 2
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
CALIFORNIA SPORTS CENTER**

PREAMBLE

This agreement ("Amendment No. 2") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and California Sports Center, a California Corporation (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled California Sports Center of original Agreement), dated September 1, 2018 (the "Original Agreement"); and
- B. The Original Agreement was previously amended by Amendment No. 1, dated December 17, 2018. The Original Agreement and all previous amendments are collectively referred to herein as the "Original Agreement as Amended"; and
- C. The Parties now wish to amend the Original Agreement as Amended to include additional services and fees, and to terminate on a later date.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AMENDMENT TERMS AND CONDITIONS

- A. That paragraph number 1 of Section 2 of the Original Agreement as Amended, entitled TERM OF AGREEMENT is hereby amended by deleting the existing Section 2 in its entirety and replacing it with the following:

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on January 1, 2019 and terminate on December 31, 2019.

- B. That paragraph number 1 of Section 6 of the Original Agreement is amended; entitled COMPENSATION AND PAYMENT is hereby amended by deleting the existing Section 6 in its entirety and replacing it with the following:

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES," and the fees and rates set forth therein, except that the courses listed shall correspond with courses the Contractor shall perform in 2019. The maximum compensation of this Agreement as Amended for the period of September 1, 2018 to December 31, 2019, is Six-Hundred Thousand Dollars and zero cents (\$600,000.00), subject to budget appropriations, which includes all payments that may be authorized for Services performed from January 1, 2019 to December 31, 2019, and for expenses, supplies, materials and equipment required to perform the such Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

- C. That the courses and classes described in Exhibit A of the Original Agreement as Amended shall be performed by the Contractor on dates between January 1, 2019 and December 31, 2019, according to a schedule published in City's Parks & Recreation Activity Guide(s).

2. TERMS

All other terms of the Original Agreement as Amended which are not in conflict with the provisions of this Amendment No. 2 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement as Amended and this Amendment No. 2, the provisions of this Amendment No. 2 shall control.

3. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 2 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: _____

BRIAN DOYLE
City Attorney

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

CALIFORNIA SPORTS CENTER
a California corporation

Dated: 12/18/2018

By (Signature): 

Name: David Peterson

Title: Owner/Operator

Principal Place of Business Address: 838 Malone Road
San Jose, CA 95125

Email Address: dpeterson@calsportscenter.com

Telephone: (408) 269-2777

Fax: ()

"CONTRACTOR"