

**AMENDMENT NO. 3
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
THE SANTA CLARA STADIUM AUTHORITY
AND
CARL WARREN & COMPANY**

PREAMBLE

This agreement ("Amendment No. 3") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and the Santa Clara Stadium Authority (Stadium Authority), a joint powers agency and Carl Warren & Company, a California limited liability company, (Contractor). City and Stadium Authority may be referred to collectively as "City". City, Stadium Authority, 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 "Agreement for Services Between the City of Santa Clara, California, the Santa Clara Stadium Authority, and Carl Warren & Company", dated October 26, 2021 (Agreement);
- B. The Agreement was previously amended by Amendment No. 1, dated September 23, 2024, Amendment No. 2, dated September 15, 2025, and is again amended by this Amendment No. 3. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and
- C. The Parties entered into the Agreement as Amended for the purpose of having Contractor provide third party claims administrator services, and the Parties now wish to amend the Agreement as Amended to extend the term of the Agreement by six months, terminating on March 1, 2027 and to increase compensation by \$65,000, for a revised not-to-exceed maximum compensation amount of \$635,000, subject to budget.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 2 of the Agreement as Amended, entitled "Term of the Agreement" is amended to read as follows:

“Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, this Agreement is amended by this Amendment No. 3 to extend the term by six months beginning on or about August 30, 2026, and terminating on March 1, 2027.”

2. Section 6 of the Agreement as Amended, entitled “Compensation and Payment” is amended to read as follows:

“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.” The maximum compensation of this Agreement is Six Hundred Thirty-Five Thousand dollars and Zero cents (\$635,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials, and equipment required to perform the 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.”

3. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 3, the provisions of this Amendment No. 3 shall control.

[SIGNATURES ON THE FOLLOWING PAGE]

The Parties acknowledge and accept the terms and conditions of this Amendment No. 3 as evidenced by the following signatures of their duly authorized representatives.

SANTA CLARA STADIUM AUTHORITY
a Joint Exercise of Powers Entity,
created through Government Code sections 6500 et seq.

APPROVED AS TO FORM:

Dated: _____

Glen R. Googins
Stadium Authority Counsel

Jovan Grogan
Executive Director
1500 Warburton Avenue
Santa Clara, CA 95050

“STADIUM AUTHORITY”

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: _____

GLEN R. GOOGINS
City Attorney

JÖVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

CARL WARREN & COMPANY
a California limited liability company

Dated: _____

By (Signature): _____

Name: Read Walden

Title: Head of TPA Claims

Principal Place of Business Address: 175 N. Riverview Drive, Unit A
Anaheim, CA 92808

Email Address: wwalden@venbrook.com

Telephone: (935) 414-2515 Ext 0352

Fax: (866) 254-4423

"CONTRACTOR"