

**AMENDMENT NO. 1
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
SANTA CLARA STADIUM AUTHORITY
AND
THE PUN GROUP, LLP**

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the Santa Clara Stadium Authority (Authority), a joint exercise of powers entity, created through Government Code sections 6500 *et seq.*, and The Pun Group, LLP, a California Limited Liability Partnership, (Contractor). 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 Santa Clara Stadium Authority and the Pun Group, LLP, dated September 10, 2020 (Agreement); and
- B. The Parties entered into the Agreement for the purpose of having Contractor provide consulting services to perform agreed-upon procedures on the revenues and expenses of the 2019 College Football Playoff National Championship game, and the Parties now wish to amend the Agreement to extend the term of the Agreement to March 31, 2023.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

- 1. Section 2 of the Agreement, entitled "Term of Agreement" is amended in its entirety 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, the terms of this Agreement shall begin on August 18, 2020 and terminate on March 31, 2023. The Parties agree that there was no termination of the Agreement on December 31, 2021 and that the term is hereby retroactively extended by this amendment."
- 2. Attachment A to the Agreement entitled "Agreed Upon Procedures" is amended as follows:

Revise 1(b) – Agree daily ticket sales report for the months of May 2018 to January 2019 for the game, to the total ticket revenue posted in the general ledger.

Revise 1(c) – Obtain game day revenue reconciliation for all tickets sold from in-house hosted software and external ticket sellers and agree to daily ticket sales report for a sample of days.

Add 1(f) – Agree revenue reconciliation report to the game day event attendance report.

Add 7 – Agreed upon procedures may be added and/or modified as work progresses by mutual agreement in writing by both parties.

3. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 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: _____

Office of the Counsel
Santa Clara Stadium Authority

Rajeev Batra
Executive Director
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“AUTHORITY”

THE PUN GROUP

a California Limited Liability Partnership

Dated: July 6, 2022

By (Signature): 

Name: Vanessa I. Burke

Title: Partner

Principal Place of Business Address: 2121 North California, Suite 290 Walnut Creek, CA 94596

Email Address: vburke@pungroup.com

Telephone: (916)230-7068

Fax: ()

“CONTRACTOR”

ATTACHMENT A – AGREED UPON PROCEDURES

The agreed-upon procedures are as follows:

1. We will select 25 revenue transactions from the general ledger for the following categories: (20) ticket sales, (5) sponsorship and suite rentals and agree the amount, customer, date, and description to the detailed deposit and posting to the bank statements
 - a. Agree bank deposit to the posting in the general ledger for each classification.
 - b. Agree daily ticket sales report for the months May 2018 to January 2019 for the Game, to the total ticket revenue posted in the general ledger.
 - c. Obtain Game Day revenue reconciliation for all tickets sold from in-house hosted software and external ticket sellers and agree to the daily ticket sales report for a sample of days.
 - d. For sponsorship/suite rental, obtain list and select five samples. Agree the amount to the copy of the agreement and to the detail of the customer's account for billed and paid amounts.
 - e. For the 25 transactions, recompute the revenue collected and allocated based on the terms and conditions of the agreements and support provided, compare to amount posted in the general ledger.
 - f. Agree revenue reconciliation report to the Game Day event attendance report.
2. For Game day concession sales, obtain game day concession report for food and beverage sales.
 - a. Agree the report to the invoice from the concessionaire.
 - b. Recompute the revenue share based on the terms of the agreement.
3. For other revenue categories, agree amount per the Committee's Financial Statements to the Committee's adjusted detailed trial balance.
4. We will select 25 non-payroll expenditures from the general ledger and agree the amount, payee, date, classification, and description to the support.
5. Agree the payroll expenditure and support for the Game to the Authority's payroll summary,
 - a. From the Authority's payroll summary, agree amount paid to the timesheets for a sample of employees.
 - b. Recompute amount paid using approved rate of pay.
 - c. Agree the recomputed amount paid to the amount charged for the Game.

6. Obtain a list of any adjustments made to revenue or expenses under the terms of the contract. Obtain the supporting detail for the adjustment. Compare the adjustment made to the supporting documentation for the adjustments and agree amount and date.
7. Agreed upon procedures may be added and / or modified as work progresses by mutual agreement in writing between the Parties.