

**AMENDMENT NO. 1
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
GLOBAL SPECTRUM, LP, DBA SPECTRA VENUE MANAGEMENT**

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Global Spectrum, LP, a Delaware limited partnership, doing business as Spectra Venue Management ("Spectra" or "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 "Agreement for the Management and Operation of the Convention Center, dated March 12, 2019 ("Agreement"); and
- B. The Parties entered into the Agreement for the purpose of having Contractor provide for the management and operation of the Convention Center consistent with the goals of the City, and the Parties now wish to amend the Agreement to extend the investment period for Spectra's investment for capital improvements during the Initial Term.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 9.3 of the Agreement, entitled "Spectra Investments for Capital Improvements" is amended and replaced to read as follows:

Spectra shall invest and expend funds for capital improvements at the Convention Center, as proposed in Spectra's initial Capital Improvement Program Report and approved by City according to this Section as set forth below. Capital investments shall be amortized on a straight-line over the time periods set forth below. In the event that this Agreement expires or terminates for any reason whatsoever (including without limitation if due to a breach or default by Spectra, or if the Term is not extended beyond the Initial Term or Option Term One, as applicable) prior to full amortization of each investment, the City shall be obligated to reimburse Spectra for only the unamortized portion.

1. During the Initial Term, Spectra shall invest One Million One Hundred Fifty Thousand Dollars (\$1,150,000), payable in three installments, into expenditures for capital improvements and repairs to occur in that same time period that correspond with City-approved items stated in a Capital Improvement Program Report. Spectra shall invest Seventy-Two Thousand Four Hundred Eighty-Eight Dollars (\$72,488) ("Installment 1") during the first 12 months of the Initial Term, and such Installment 1 shall amortize over a fifteen 15 year period beginning on the Effective Date; Six Hundred Thousand Dollars (\$600,000) ("Installment 2") no later than October 31, 2020, and such Installment 2 shall amortize over a 13 year, 5 month period, beginning on November 1, 2020 and ending on March 31, 2034; and Four Hundred Seventy-Seven Thousand Five Hundred Twelve Dollars (\$477,512) ("Installment 3") no later than October 31, 2021, and such Installment 3 shall amortize over a 12 year, 5 month period, beginning on November 1, 2021 and ending on March 31, 2034.
2. During the first 12 months of the Option Term One (year 6 of this Agreement, if applicable), Spectra shall invest Five Hundred and Fifty Thousand Dollars (\$550,000) into expenditures for capital improvement and repairs to occur in that same time period that correspond with City-approved items stated in a Capital Improvement Program Report. Such investment shall amortize over a ten (10) year period beginning on the first day of year 6 of the Term.
3. During the first 12 months of the Option Tern Two (year 11 of this Agreement), if applicable, Spectra shall invest Three Hundred Thousand Dollars (\$300,000) into expenditures for capital improvements and repairs to occur in that same time period that correspond with City-approved items stated in a Capital Improvement Program Report. Such investment shall amortize over a five (5) year period beginning on the first day of year 11 of the Term.

2. Section 26 of the Agreement, entitled "Amendments" is amended to read as follows:

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to the Agreement.

The City Manager is authorized to enter into and execute any minor or administrative amendments to the Agreement which do not increase the compensation for the Agreement to accomplish the following:

1. To make changes to the performance schedule provided in Section 9.3, Spectra Investments for Capital Improvements;
 2. To make minor revisions to the scope of services; and
 3. To make clerical corrections.
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.

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”

GLOBAL SPECTRUM, LP
a Delaware Limited Partnership
doing business as Spectra Venue Management

Dated: _____

By (Signature): _____

Name: _____

Title: _____

Principal Place of
Business Address: 150 Rouse Blvd, Philadelphia, PA 19112

Email Address: _____

Telephone: () _____

Fax: () _____

“CONTRACTOR”