AMENDMENT NO. 2 to the MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT by and between the SANTA CLARA STADIUM AUTHORITY, CITY OF SANTA CLARA, CALIFORNIA, and the CITY OF SUNNYVALE

PREAMBLE

This agreement ("Amendment No. 2") is made and entered into by and between the **Santa Clara Stadium Authority**, a Joint Powers Authority, with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("Authority"), the **City of Santa Clara**, a chartered municipal corporation, located at 1500 Warburton Avenue, Santa Clara, California 95050 ("Santa Clara"), the **City of Sunnyvale**, located at 456 W. Olive, Sunnyvale, California 94086 ("Sunnyvale" or "Agency"). Authority, Santa Clara and Agency may be referred to individually as a "Party" or collectively as the "Parties" to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled "MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT by and between the SANTA CLARA STADIUM AUTHORITY, CITY OF SANTA CLARA, and the CITY OF SUNNYVALE", dated June 24, 2014 (the "Original Agreement"); and
- B. The Original Agreement was previously amended by Amendment No. 1, dated March 29, 2016, and is again amended by this Amendment No. 2. The Original Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and
- C. The Parties entered into the Original Agreement as Amended for the purpose of clarifying responsibilities of the Parties regarding special detail officers providing law enforcement services for events taking place at Levi's Stadium and surrounding areas, and the Parties now wish to amend the Original Agreement as Amended to extend the term of that Original Agreement.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 6 of the Original Agreement as Amended, entitled "Term of Agreement" is amended to read as follows:

"The term of this Agreement shall commence upon execution by the Parties and shall terminate June 30, 2026, unless terminated sooner or extended in whole or in part as provided for herein."

Amendment No. 2 to Agreement for Municipal Law Enforcement Services Rev. 10/25/2019

2. Except as set forth herein, all other terms and conditions of the Original Agreement as Amended shall remain 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.

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"									
SANTA CLARA STADIUM AUTHORITY									
a Joint Powers Authority									
Approved as to Form:	Dated:								
BRIAN DOYLE Authority Council	DEANNA J. SANTANA Executive Director 1500 Warburton Avenue Santa Clara, CA 95050 Telephone: (408) 615-2210 Fax: (408) 241-6771								
"AUTHORITY"									

Amendment No. 2 to Agreement for Municipal Law Enforcement Services Rev. 10/25/2019

CITY OF SUNNYVALE

Δ	ÞР	RO	٦١/	FD	ΔS	TO	FORM	ŀ
$\overline{}$	ГΓ	Γ	ソV	ᆮ	A_{\odot}	-10		۱.

DocuSigned by:

JOHN NAGEL City Attorney

DocuSigned by:

Dลงเชียนั้นสากลกลา City Clerk —DocuSigned by:

kent Steffens

KENT STEFFENS City Manager

456 W. Olive Avenue Sunnyvale, CA 94086

Telephone: (408) 730-7901

Fax: (408) 730-7699

"SUNNYVALE"