

AMENDMENT NO. 2
to the AGREEMENT by and between the
SANTA CLARA STADIUM AUTHORITY, CITY OF SANTA CLARA, and
the CITIES OF CAMPBELL, GILROY, LOS ALTOS, MILPITAS, MORGAN HILL,
MOUNTAIN VIEW and PALO ALTO, and the TOWN OF LOS GATOS
FOR INDEMNITY

PREAMBLE

This agreement (“Amendment No. 2”) is 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 Campbell**, a municipal corporation, located at 70 N. First Street, Campbell, California 95008 (“Campbell”), the **City of Gilroy**, a chartered municipal corporation, located at 7351 Rosanna St., Gilroy, California 95020 (“Gilroy”), the **City of Los Altos**, a municipal corporation, located at 1 N. San Antonio Road, Los Altos, California 94022 (“Los Altos”), the **City of Milpitas**, a municipal corporation, located at 455 E. Calaveras Blvd., Milpitas, California 95035 (“Milpitas”), the **City of Morgan Hill**, a municipal corporation, located at 17575 Peak Ave., Morgan Hill, California 95037 (“Morgan Hill”), the **City of Mountain View**, a chartered municipal corporation, located at 500 Castro St., Mountain View, California 94039 (“Mountain View”), the **City of Palo Alto**, a chartered municipal corporation, located at 250 Hamilton Ave., Palo Alto, California 94301 (“Palo Alto”), and the **Town of Los Gatos**, located at 110 E. Main St., Los Gatos, California 95030 (“Los Gatos”) (Campbell, Gilroy, Los Altos, Milpitas, Morgan Hill, Mountain View, Palo Alto, and Los Gatos may be collectively referred to herein as “Agencies” and individually as an “Agency”). Authority, Santa Clara and Agency may be referred to individually as a “Party” or collectively as the “Parties” to this Amendment No. 2.”

RECITALS

- A. The Parties previously entered into an agreement entitled “AGREEMENT by and between the SANTA CLARA STADIUM AUTHORITY, CITY OF SANTA CLARA, and the CITIES OF CAMPBELL, GILROY, MILPITAS, MORGAN HILL, MOUNTAIN VIEW and PALO ALTO, and the TOWN OF LOS GATOS FOR INDEMNITY”, dated December 17, 2013 and an agreement entitled “AGREEMENT by and between the SANTA CLARA STADIUM AUTHORITY, CITY OF SANTA CLARA, and the CITY OF LOS ALTOS FOR INDEMNITY”, dated January 7, 2014 (the “Original Agreements”);
- B. The Original Agreements were previously amended by Amendment No. 1, dated April 28, 2016, and are again amended by this Amendment No. 2. The Original Agreements and all previous amendments are collectively referred to herein as the “Original Agreements as Amended.” The Original Agreements as Amended expire on June 30, 2019; and
- C. The Parties entered into the Original Agreements as Amended for the purpose of clarifying responsibilities by the Parties regarding per diem reserve officers (“double

badged officers”) for events taking place at Levi’s Stadium and surrounding areas, and the Parties now wish to amend the Original Agreements as Amended to further extend the term of the Original Agreements as Amended.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. AMENDMENT PROVISIONS

That Section 4 of the Original Agreements as Amended, entitled “Term of Agreement” is hereby amended to read as follows:

“The term of this Agreement shall commence upon execution by the Parties and shall continue unless terminated as provided for herein.”

2. TERMS

All other terms of the Original Agreements 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 Agreements as Amended and this Amendment No. 2, the provisions of this Amendment No. 2 shall control.

3. COUNTERPART/FACSIMILE SIGNATURE

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; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile or in portable document format (.pdf), shall be sufficient to bind the Parties.

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. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Amendment No. 2 shall become operative on the Effective Date.

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:

BRIAN DOYLE
Authority Counsel

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

“AUTHORITY”

City of Campbell

Approved as to Form:

By: _____
BRIAN LOVENTHAL
City Manager
70 N. First Street
Campbell, California 95008
Telephone: (408) 866-2125
Fax: (408) 374-6889

By: _____
WILLIAM R. SELIGMANN
City Attorney

“CAMPBELL”

City of Gilroy

APPROVED AS TO FORM:

ANDREW L. FABER
City Attorney

ATTEST:

GABRIEL GONZALEZ
City Administrator
7351 Rosanna Street
Gilroy, California 95020
Telephone: (408) 846-0202
Fax: (408) 846-0500

SHAWNA FREELS
City Clerk

“GILROY”

Town of Los Gatos

By: _____
Laurel Prevetti, Town Manager

Approved as to Form:

Robert Schultz, Town Attorney

“LOS GATOS”

APPROVED AS TO FORM:

CHRISTOPHER J. DIAZ
City Attorney

JULIE EDMONDS-MARES
City Manager
455 E. Calaveras Blvd.
Milpitas, CA 95035
Telephone: (408) 586-3050
Fax: (408) 586-3056

ARMANDO CORPUZ
Chief of Police
1275 North Milpitas Blvd.
Milpitas, CA 95035
Telephone: (408) 586-2426
Fax: (408) 586-2492

“MILPITAS”

Approved as to Form:

CITY OF MORGAN HILL a California
general law municipal corporation

DONALD LARKIN
City Attorney

By: _____
CHRISTINA TURNER
Its: City Manager

“MORGAN HILL”

APPROVED AS TO FORM:

Jannie L. Quinn
City Attorney

FINANCIAL APPROVAL:

Jesse Takahashi
Finance and Administrative Services
Director

ATTEST:

Lisa Natusch
City Clerk

Daniel H. Rich
City Manager
City of Mountain View
500 Castro Street
Mountain View, CA 94041
Telephone: 650-903-6301
Fax: 650-962-0384

“MOUNTAIN VIEW”

CITY OF PALO ALTO

CITY OF PALO ALTO

City Manager
Ed Shikada

Police Chief
Robert Jonsen

APPROVED AS TO FORM

By: _____
City Attorney
Molly S. Stump

“PALO ALTO”

City of Los Altos

Approved as to Form:

By: _____
CHRISTOPHER A. JORDAN
City Manager
1 N. San Antonio Rd.
Los Altos, CA 94022
Telephone: (650) 947-2700
Fax: (650) 947-2731

By: _____
JOLIE HOUSTON
City Attorney

“LOS ALTOS”