

**FIRST AMENDMENT TO THE
JOINT EXERCISE OF POWERS AGREEMENT
FOR THE
SANTA CLARA STADIUM AUTHORITY**

This First Amendment to the Joint Exercise of Powers Agreement ("First Amendment") is entered into as of 6/28/ 2011, by and between the City of Santa Clara, a charter city ("City"), the Redevelopment Agency of the City of Santa Clara, a public body corporate and politic ("Agency"), and the Bayshore North Project Enhancement Authority, a public authority ("BNPEA") with reference to the following:

RECITALS

A. On February 15, 2011, the City and the Agency entered into the Joint Exercise of Powers Agreement for the Santa Clara Stadium Authority ("Original Agreement") and created the Santa Clara Stadium Authority (the "Stadium Authority") as a means of accomplishing the cooperation and coordination among them necessary to provide for development and operation of the Stadium..

B. The City and the Agency desire to amend the Original Agreement to add the Bayshore North Project Enhancement Authority as a party to the Joint Exercise of Powers Agreement.

AGREEMENT PROVISIONS

1. AMENDMENT PROVISIONS

That Section H of the Recitals of the Original Agreement, is hereby amended by deleting the existing Section H in its entirety and replacing it with the following:

"The City, the Agency and the BNPEA desire to enter into this Agreement and create the Santa Clara Stadium Authority (the "Stadium Authority") as a means of accomplishing the cooperation and coordination among them necessary to provide for development and operation of the Stadium."

That Section 1.1 ("Definitions") of Article 1 ("Definitions and Exhibits") of the Original Agreement, is hereby amended by adding a new Section (c):

""BNPEA" means the Bayshore North Project Enhancement Authority."

That Section (l) of Section 1.1 ("Definitions") of Article 1 ("Definitions and Exhibits") of the Original Agreement, is hereby amended by deleting the existing Section (l) in its entirety and replacing it with the following:

“Member” means an entity that is a party to this Agreement and a member of the Stadium Authority. The Members of the Stadium Authority are the City, the Agency and the BNPEA.”

That Section 2.10 (“Stadium Authority Facilities”) of Article 2 (“Purpose and Powers”) of the Original Agreement, is hereby amended by deleting the existing Section 2.10 in its entirety and replacing it with the following:

“All public facilities constructed or acquired by the Stadium Authority may be held in the name of the Stadium Authority for the benefit of the Stadium Authority in accordance with the terms of this Agreement unless conveyed to and accepted by the City, the Agency or the BNPEA.”

That Section 3.1 (“Membership”) of Article 3 (“Organization”) of the Original Agreement, is hereby amended by deleting the existing Section 3.1 in its entirety and replacing it with the following:

“The Members of the Stadium Authority shall be the City, the Agency and the BNPEA.”

That Section 3.9 (“Vote or Assent of Members”) of Article 3 (“Organization”) of the Original Agreement, is hereby amended by deleting the existing Section 3.1 in its entirety and replacing it with the following:

“The vote, assent, or approval of the City, the Agency and the BNPEA as Members in any matter requiring such vote, assent or approval hereunder, shall be evidenced by a certified copy of the resolution of the governing board of such Member filed with the Stadium Authority.”

That Section 4.4(a) (“Contributions for Operating Expenses”) of Article 4 (“Financing”) of the Original Agreement, is hereby amended by deleting the existing Section 4.4(a) in its entirety and replacing it with the following:

“(a) The City shall have no obligation to contribute any City funds, including general funds or enterprise (utility) funds to the construction, operation or maintenance of the Stadium or the costs and expenses of the administration of the Stadium Authority other than the CFD funds set forth in Section 4.2 above. The Agency shall have no obligation to contribute any Agency funds to the construction, operation or maintenance of the Stadium or the costs and expenses of the administration of the Stadium Authority other than as set forth in the Agency Funding Agreement. The BNPEA

shall have no obligation to contribute any BNPEA funds to the construction, operation or maintenance of the Stadium or the costs and expenses of the administration of the Stadium Authority. The City, the Agency or the BNPEA may contract with the Stadium Authority for the use of personnel, equipment or property provided such contract provides for full reimbursement of the City's, the Agency's or the BNPEA's costs associated with such contract. The Stadium Authority shall reimburse the City the direct and indirect costs of City employees performing the duties of the Executive Director, the Finance Director/Treasurer/Auditor, the Stadium Authority Counsel and the Secretary, and for other out of pocket expenses for outside services and other reimbursable expenses authorized by the Stadium Authority, all in accordance with the approved Annual Stadium Operating Budget.”

That Section 4.5 (“General Bond Provisions”) of Article 4 (“Financing”) of the Original Agreement, is hereby amended by deleting the existing Section 4.5 in its entirety and replacing it with the following:

“Upon approval of the Board, the Stadium Authority may, in any given year, issue bonds, or enter into other financing arrangements, to finance activities or facilities in accordance with the provisions of any applicable law and the JPA Law. The City, the Agency and the BNPEA, either individually or collectively shall not be obligated under any bonds issued by, or other financing arrangements entered into by, the Stadium Authority and no revenue, funds or property of the City, the Agency or the BNPEA shall be pledged toward repayment of any such bonds.”

That Section 4.6 (“Revenue Bonds”) of Article 4 (“Financing”) of the Original Agreement, is hereby amended by deleting the existing Section 4.6 in its entirety and replacing it with the following:

“The Stadium Authority, upon approval of the Board, shall have the power and authority to issue revenue bonds for the purposes and in accordance with the procedures and requirements set forth in the JPA Law. Only the revenues of the Stadium Authority may be pledged to any such revenue bonds issued by the Stadium Authority and no funds of the City, the Agency, or the BNPEA shall be pledged toward the repayment of any revenue bonds issued by the Stadium Authority.”

That Section 8.4 (“Notice”) of Article 8 (“General Provisions”) of the Original Agreement, is hereby amended by deleting the existing Section 8.4 in its entirety and replacing it with the following:

“Any notice or instrument required to be given shall be delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, by hand delivery or by overnight delivery service and shall be addressed to the addressee of the Members as follows:

City	City of Santa Clara 1500 Warburton Avenue Santa Clara, CA 95050 Attn: City Manager
Agency:	Redevelopment Agency of the City of Santa Clara 1500 Warburton Avenue Santa Clara, CA 95050 Attn: Executive Director
BNPEA:	Bayshore North Project Enhancement Authority 1500 Warburton Avenue Santa Clara, CA 95050 Attn: Executive Director

Such notice shall be effective upon receipt or refusal to accept receipt.”


2. TERMS

All other terms of the Original Agreement which are not in conflict with the provisions of this First Amendment shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement and this First Amendment, the provisions of this First Amendment shall control.


The Signature Page of the Original Agreement, is hereby amended by deleting the existing Signature Page in its entirety and replacing it with the following.

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. It is the intent of the Parties that this Amendment No. 1 shall become operative on the Effective Date first set forth above.

ATTEST:


Secretary *City Clerk*


APPROVED AS TO FORM:


City Attorney

CITY OF SANTA CLARA

By: 

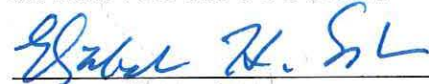
Name: *Acting City Manager*

Title: 

ATTEST:


Secretary

APPROVED AS TO FORM:


Agency Counsel

REDEVELOPMENT AGENCY OF THE
CITY OF SANTA CLARA

By: 


Name: *Carol McCarthy*

Title: *Acting Executive Director*

ATTEST:


Secretary

APPROVED AS TO FORM:


Authority Counsel

BAYSHORE NORTH PROJECT
ENHANCEMENT AUTHORITY

By: 

Name: *Carol McCarthy*

Title: *Acting Executive Director*