

SECOND AMENDMENT TO  
JOINT EXERCISE OF POWERS AGREEMENT  
ESTABLISHING THE  
SANTA CLARA STADIUM AUTHORITY

by and between

THE CITY OF SANTA CLARA

AND

SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE  
CITY OF SANTA CLARA

AND

BAYSHORE NORTH PROJECT ENHANCEMENT AUTHORITY

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

This Second Amendment to the Joint Exercise of Powers Agreement ("Second Amendment") is entered into as of November 13, 2012, by and between the City of Santa Clara, a charter city ("City"), the Bayshore North Project Enhancement Authority, a public authority ("BNPEA"), and the Successor Agency to the Redevelopment Agency of the City of Santa Clara, a separate public entity (the "Successor Agency"), as the successor in interest to the dissolved Redevelopment Agency of the City of Santa Clara (the "Former RDA") and with reference to the following:

**RECITALS**

A. On February 22, 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. Through the execution of the First Amendment to the Joint Exercise of Powers Agreement for the Santa Clara Stadium Authority (the "First Amendment") the City and the Agency amended the Original Agreement to add the Bayshore North Project Enhancement Authority as a member of the Stadium Authority. The Original Agreement and the First Amendment are collectively hereinafter referred to as the Joint Exercise of Powers Agreement.

B. The parties desire to further amend the Joint Exercise of Powers Agreement to reflect the dissolution of the Former RDA and to clarify the implementation of the procurement policies and procedures recently adopted by the City Council of the City and applicable to the Stadium Authority.

**AGREEMENT PROVISIONS**

**1. AMENDMENT PROVISIONS**

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

"Agency" means the Redevelopment Agency of the City of Santa Clara, a public agency corporate and politic, and its successors and assigns, including its successor agency, the separate legal entity assuming the functions of the Redevelopment Agency of the City of Santa Clara pursuant to Health and Safety Code Section 37173."

That Section 1.1 (“Definitions”) of Article 1 (“Definitions and Exhibits”) of the Original Agreement is hereby amended by adding a new Section (x):

“Procurement Policies” means the procurement policies and procedures adopted by the City and applicable to the Stadium Authority, as such may be amended from time to time.”

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

“Fiscal Year” means the period from April 1st in any calendar year, to and including March 31<sup>st</sup> in the succeeding calendar year.

That Section 2.7 (“Restriction on Exercise of Powers”) of Article 2 (“Purpose and Powers”) of the Original Agreement, is hereby amended by deleting the existing Section 2.7 in its entirety and replacing it with the following:

“The Act and the powers of the Stadium Authority shall be exercised in the manner provided in the JPA Law, and, except for those powers set forth in Article 4 of the JPA Law, shall be subject (in accordance with Section 6509 of the JPA Law) to the restrictions upon the manner of exercising such powers that are imposed upon the City as such powers exist on the date of execution of this Agreement in the exercise of similar powers. Notwithstanding the foregoing, with respect to the award of design-build contracts, the Stadium Authority may elect to exercise its powers in the manner provided in Section 6532 of the JPA Law. Notwithstanding the foregoing, with respect to the procurement of goods and services, the Stadium Authority may exercise its powers in the manner prescribed in the Procurement Policies.”

That Section 3.10(f) (“Stadium Authority Executive Director”) of Article 3 (“Organization”) of the Original Agreement, is hereby amended by deleting the existing Section 3.10(f) in its entirety and replacing it with the following:

“(f) To authorize expenditures within the designations and limitations of the approved Budget and take any authorized actions pursuant to the terms and conditions of the Procurement Policies.”

That Section 3.10(g) (“Stadium Authority Executive Director”) of Article 3 (“Organization”) of the Original Agreement, is hereby amended by deleting the existing Section 3.10(g) in its entirety and replacing it with the following:

“(g) To authorize expenditures within the designations and limitations of the approved Budget. The Executive Director shall have the authority to approve expenditures for amounts of two hundred fifty thousand dollars (\$250,000) or less provided the expenditures are consistent with the approved budget and if the expenditure is for the purchase of materials and supplies, the procedures of the Procurement Policies have been complied with.”

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.”

**2. TERMS**

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

The Parties acknowledge and accept the terms and conditions of this Second Amendment as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Second Amendment shall become operative on the Effective Date first set forth above.

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**[Signature page follows.]**

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APPROVED AS TO FORM:



RICHARD E. NOSKY, JR.  
City Attorney

CITY OF SANTA CLARA



RONALD E. GARRATT  
Interim City Manager

ATTEST:



ROD DIRIDON, JR.  
City Clerk

APPROVED AS TO FORM:



RICHARD E. NOSKY, JR.  
Successor Agency Counsel

SUCCESSOR AGENCY TO THE  
FORMER REDEVELOPMENT AGENCY  
OF THE CITY OF SANTA CLARA



RONALD E. GARRATT  
Interim Executive Director

ATTEST:



ROD DIRIDON, JR.  
Successor Agency Secretary

APPROVED AS TO FORM:



RICHARD E. NOSKY, JR.  
Authority Counsel

BAYSHORE NORTH PROJECT  
ENHANCEMENT AUTHORITY



RONALD E. GARRATT  
Interim Executive Director

ATTEST:



ROD DIRIDON, JR.  
Authority Secretary