

THIRD 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

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

This Third Amendment to the Joint Exercise of Powers Agreement ("Second Amendment") is entered into as of _____, 2017, 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 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. 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.

C. Through the execution of the Second Amendment to the Joint Exercise of Powers Agreement for the Santa Clara Stadium Authority (the "Second Amendment") the dissolution of the Former RDA was reflected and the implementation of the Stadium Authority procurement policies and procedures were clarified. The Original Agreement, First Amendment and Second Amendment are collectively hereinafter referred to as the Joint Exercise of Powers Agreement ("Agreement").

D. On June 15, 2016, the Santa Clara County Civil Grand Jury issued a report recommending that the role of the Stadium Authority Auditor be separated from the role of the Stadium Authority Finance Director/Treasurer.

E. The parties desire to further amend the Joint Exercise of Powers Agreement to amend the description of the Treasurer and Financial Auditor.

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AGREEMENT PROVISIONS

1. AMENDMENT PROVISIONS

That the Section 3.11 (“Treasurer and Financial Auditor”) of Article 3 (“Organization”) of the Agreement is hereby amended by deleting the existing Section 3.11 in its entirety and replacing it with the following:

Section 3.11 Treasurer and Auditor.

(a) The Finance Director of the City shall be the Treasurer of the Stadium Authority. Except as otherwise required under any bond documents or other agreements, the Treasurer shall be the depository, shall have the custody of all the money of the Stadium Authority from whatever source, and shall have the duties and obligations of the Treasurer as set forth in Sections 6505 and 6505.5 of the Act. The Treasurer shall assure strict accountability of all receipts and disbursements of the Stadium Authority.

(b) The Treasurer of the Stadium Authority is designated as the public officer or person who has charge of, handles, or has access to any property or funds of the Stadium Authority, and shall be bonded as required by Government Code Section 6505.1, and the amount of such bond shall be fixed by resolution. From time to time the Board may designate other persons in addition to the Treasurer who have charge of, handle, or have access to any property or funds of the Stadium Authority.

(c) The Auditor of the Stadium Authority shall be designated by appointment and/or by contract by the Stadium Authority Board who shall designate such independent auditing responsibility as it deems necessary including but not limited to making arrangements with a certified public accountant or firm of certified public accountants for the annual independent audit of accounts and records of 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 Third 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 Third Amendment, the provisions of this Third Amendment shall control.

The Parties acknowledge and accept the terms and conditions of this Third Amendment as evidenced by the following signatures of their duly authorized representatives. It is the

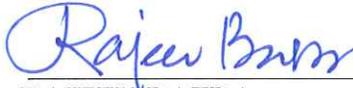
intent of the Parties that this Third Amendment shall become operative on the Effective Date first set forth above.

APPROVED AS TO FORM:



BRIAN DOYLE
Interim City Attorney

CITY OF SANTA CLARA



RAJEEV BATRA
City Manager

ATTEST:



ROD DIRIDON, JR.
City Clerk

APPROVED AS TO FORM:



BRIAN DOYLE
Interim Successor Agency Counsel

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



RAJEEV BATRA
Executive Officer

ATTEST:



ROD DIRIDON, JR.
Successor Agency Secretary

APPROVED AS TO FORM:



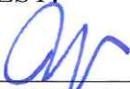
BRIAN DOYLE
Interim Authority Counsel

BAYSHORE NORTH PROJECT
ENHANCEMENT AUTHORITY



RAJEEV BATRA
Executive Director

ATTEST:



ROD DIRIDON, JR.
Authority Secretary