

**AMENDMENT NO. 1
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
SANTA CLARA STADIUM AUTHORITY
AND
KPMG LLP**

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the Santa Clara Stadium Authority (Authority), a joint powers agency created pursuant to Section 6532 of the California Government Code (Authority) and KPMG LLP, a Delaware registered limited liability partnership, (Contractor). Authority and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for Services Between the Santa Clara Stadium Authority and KPMG LLP, dated June 25, 2021 (Agreement); and
- B. The Parties entered into the Agreement for the purpose of having Contractor provide financial statement and agreed-upon procedures audits, and the Parties now wish to amend the Agreement to include ad hoc audit projects and increase the maximum compensation by One Hundred Thousand Dollars (\$100,000) for a new revised not to exceed amount of Eight Hundred Fifty-Four Thousand Five Hundred and Fifty-Four Dollars (\$854,554).

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

- 1. Section 3 of the Agreement, entitled "Scope of Services & Performance Schedule" is amended to read as follows:

"3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A and other ad hoc audit projects. Time is of the essence."

- 2. Section 6 of the Agreement, entitled "Compensation and Payment" is amended to read as follows:

"6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, Authority shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is Eight Hundred Fifty-Four Thousand Five Hundred and Fifty-Four Dollars (\$854,554), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services."

3. Exhibit B of the Agreement, entitled "Schedule of Fees" is amended to read as follows:

"EXHIBIT B SCHEDULE OF FEES

Contractor will bill Authority on a monthly basis for Services provided by Contractor during the preceding month on an invoice and in a format approved by Authority and subject to verification and approval by Authority. Authority will pay Contractor within thirty (30) days of Authority's receipt of an approved invoice.

Fee Schedule is per Appendix I in the Contractor's proposal entitled, "Engagement Letter" dated March 30, 2021, which is attached to this Exhibit B and incorporated by this reference. In no event shall the amount billed to Authority by Contractor for services under this Agreement exceed Eight Hundred Fifty-Four Thousand Five Hundred and Fifty-Four Dollars (\$854,554), including expenses, for audit and other ad hoc audit projects for fiscal year ending March 31, 2021 thru March 31, 2025. All fees are subject to annual budget appropriations."

4. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

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.

SANTA CLARA STADIUM AUTHORITY

a Joint Exercise of Powers Entity, created through Government Code sections 6500 et seq.

Approved as to Form:

Dated: 6/26/24


GLEN R. GOOGINS
Stadium Authority Counsel


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"AUTHORITY"

KPMG LLP

a Delaware Registered Limited Liability Partnership

Dated: Lisa Avis

By (Signature): 5/30/24

Name: Lisa Avis

Title: Managing Director

Principal Place of Business Address: 500 Capitol Mall, Ste.2100
Sacramento, CA 95814

Email Address: lavis@kpmg.com

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"CONTRACTOR"