

**FIRST AMENDMENT TO
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SAN JOSE
AND
SANTA CLARA VALLEY OPEN SPACE AUTHORITY**

This SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING ("SECOND AMENDMENT") is entered into this ____ day of _____, 2021, by the CITY OF SAN JOSE ("CITY"), a municipal corporation, and SANTA CLARA VALLEY OPEN SPACE AUTHORITY, a California special district ("AUTHORITY"). For the purposes of this SECOND AMENDMENT, CITY and AUTHORITY are sometimes collectively referred to as "Parties".

RECITALS

WHEREAS, on May 2, 2019, CITY and AUTHORITY entered into an agreement entitled "MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SAN JOSÉ AND SANTA CLARA VALLEY OPEN SPACE AUTHORITY" ("MOU"); and

WHEREAS, on April 29, 2021, CITY and AUTHORITY entered into an agreement entitled "This FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING ("FIRST AMENDMENT); and

WHEREAS, pursuant to Section 12 of the MOU, CITY AND AUTHORITY desire to amend the MOU to extend the term through April 30, 2022;

NOW, THEREFORE, the Parties agree to amend the MOU as follows:

SECTION 1. SECTION 5, "TERM AND TERMINATION" is amended to read as follows:

"This MOU commences on the Effective Date and shall continue through April 30, 2021. Either Party shall have the right to terminate this MOU if the other Party fails to comply with any material term, condition, or obligation of the MOU and fails to cure such failure within thirty (30) days of receipt of written notice specifying the failure. Either Party may terminate this MOU for convenience by providing the other Party with at least ninety (90) days prior written notice. In the event that the Project is completed prior to the expiration of this MOU, the CITY may terminate this MOU by providing at least thirty (30) days' written notice to AUTHORITY."

Exhibit D

SECTION 2. All of the terms and conditions of the amended MOU not specifically modified by this Second Amendment shall remain in full force and effect.

WITNESS THE EXECUTION HEREOF on the day and year first written above.

“CITY”

APPROVED AS TO FORM:

COLLEEN WINCHESTER
Senior Deputy City Attorney

By _____
LELAND WILCOX
Deputy City Manager

“AUTHORITY”

By _____
ANDREA MACKENZIE
General Manager