

**FIRST AMENDMENT TO AGREEMENT BY AND BETWEEN THE COUNTY OF SANTA CLARA AND  
THE CITY OF CUPERTINO**

This is the **First** Amendment to the Agreement between the County of Santa Clara (County) and the **City of Cupertino** (City) entered into on **August 5, 2014**, for law enforcement services to the City.

On August 5, 2014, the Board of Supervisors approved this Agreement.

This Agreement is amended as follows effective May 21, 2024:

1. **Key Provision Change: Compensation**

Key Provision, **AGREEMENT TERM II. A. 1.** the first sentence, related to Compensation for Law Enforcement Services Provided by the Sheriff, on page 4 of the Agreement is amended to read: "The City shall compensate the County utilizing the Fiscal Year 2024/2025 base rate established for general law enforcement and county communications (hereinafter "law enforcement"). The remainder of the language in Section II. A. 1. shall remain in effect.

2. **Key Provision Change: Base Rent and Operating Costs of Westside Substation**

Key Provision, **AGREEMENT TERM II. C. 1. a.** on pages 6-7, related to **Base Rate and Operating Costs of Westside Substation** is amended to read: "The City's share of the base rent and operating cost of Westside Substation will be based upon the lease agreement between the County and Dollinger Properties, LLC. The monthly base rent will increase 2.5% each year commencing November 8, 2024, and City shall be responsible for its share of this base rent increase. City shall be responsible for any increase in operating expenses and real estate taxes allocated to the building to the extent that such expenses exceed costs incurred in the FY2024/2025 Base Year. Yearly increases in controllable operating costs (other than insurance, taxes, and utilities) shall be capped at 5%. These operating costs may be adjusted only one (1) time per year to be effective at the start of each fiscal year on July 1." The remainder of the language in Section II. C.1. a. shall remain in effect.

3. **Key Provision Change: Term of Agreement**

Key Provision, **AGREEMENT TERM VI.** related to Term of Agreement, on page 9 of the Agreement is amended to read: "This agreement shall become effective on July 1, 2024, and may be terminated without cause by County or City upon the giving of one-hundred and eighty (180) days written notice of such termination to the other party. In the absence of such notice of termination, this agreement shall be effective for a term of twenty-four (24) months through June 30, 2026, subject to any modifications which are made in accordance with the terms and conditions of this agreement. If City elects to terminate this Agreement prior to the expiration of the term, the City shall nonetheless pay the full amount of its pro-rata share remaining on the County tenant improvements, moving costs, and remaining lease commitments for the West Valley substation." The following language is hereby deleted: "At the expiration of this ten (10) year contract, this contract can be renewed for an additional five (5) year period upon written notice of renewal by the City and the County to the other parties at least one hundred eighty (180) days prior to the expiration of this contract."

4. **Add Exhibit A: Fiscal Year 2024-2025 Proposed Costs:**

**Exhibit A: Fiscal Year 2024-2025 Proposed Costs** attached hereto this First Amendment is added to the Agreement and incorporated herein by this reference.

Board of Supervisors: Sylvia Arenas, Cindy Chavez, Otto Lee, Susan Ellenberg, S. Joseph Simitian  
County Executive: James R. Williams  
First Amendment to Agreement By and Between the County of Santa Clara and the City of Cupertino.

COUNTY OF SANTA CLARA  
**ORIGINAL**

**MAY 21 2024**

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5. Replace Exhibit B:

Remove **Exhibit B: Compensation for Services** in its entirety and replace with **Exhibit B: Law Enforcement Contract Compensation for Services**, attached hereto this First Amendment and incorporated herein by this reference.

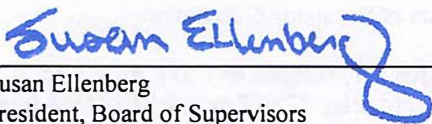
All other terms and conditions of the Agreement remain in full force and effect. In the event of a conflict between the original Agreement and this First Amendment, this First Amendment controls.

The Agreement as amended constitutes the entire agreement of the parties concerning the subject matter herein and supersedes all prior oral and written agreements, representations and understandings concerning such subject matter.

IN WITNESS WHEREOF, COUNTY and CITY OF CUPERTINO hereby agree to the terms of this First Amendment to the Contract.

COUNTY OF SANTA CLARA

CITY OF CUPERTINO

  
Susan Ellenberg  
President, Board of Supervisors


\_\_\_\_\_  
Pamela Wu  
City Manager, City of Cupertino

Date: MAY 21 2024

Date: \_\_\_\_\_

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

ATTEST:

  
Curtis Boone  
Acting Clerk of the Board

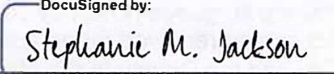
APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
Christopher Jensen  
City Counsel Attorney, City of Cupertino

Date: MAY 21 2024

Date: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY

DocuSigned by:  
  
Stephanie M. Jackson  
Deputy County Counsel

Date: 5/15/2024

Board of Supervisors: Sylvia Arenas, Cindy Chavez, Otto Lee, Susan Ellenberg, S. Joseph Simitian  
County Executive: James R. Williams

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