

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

This is the Second Amendment to the Agreement between the County of Santa Clara (“County”) and the City of Cupertino (“City”), entered into on June 24, 2014, for the performance of law enforcement services to be provided by the County's Office of the Sheriff to the City, and the compensation provided to the County by the City for those law enforcement services. County and City may be referred to individually as a "Party" or collectively as the "Parties" to this Agreement. The Parties desire to amend the Agreement to extend the term of the agreement and update the rates of compensation.

This Agreement is amended as follows, effective July 1, 2026:

1. The phrase “Exhibit A” in Section I. A. 1 and in Section I. B. 1. is amended to read “Exhibit A-1.”
2. Section I. C. regarding Supplemental Reserve Services, on page 2 of the Agreement is deleted in its entirety.
3. Section II. A. 1. regarding Compensation for Law Enforcement Services Provided by Sheriff, on page 4 of the Agreement is amended to read as follows:

The City shall compensate the County on a monthly, pro rata basis utilizing the 2026-2027 Fiscal Year rates as set forth in Exhibit A-1.

The remainder of the language in Section II. A. 1. shall be deleted.

4. Section II. A. 3 and A. 4. regarding Compensation for Law Enforcement Services Provided by Sheriff, on pages 5-6 of the Agreement shall be deleted.
5. Section II. B. regarding Supplemental/Reserve Service, on page 6 of the Agreement shall be deleted.
6. Section II. C. 1. a. regarding Base Rent and Operating Costs of Westside Substation, on page 6 of the Agreement is amended to read as follows:

The City shall compensate the County on a monthly, pro rata basis utilizing the 2026-2027 Fiscal Year rates as set forth in Exhibit A-1.

The remainder of the language in Section II. C. 1. a. shall be deleted.

7. Section VI. regarding Term of Agreement, on page 9 of the Agreement is amended to read as follows:

The term of this Agreement is extended to and expires at 11:59 p.m. on September 30, 2026. The County shall, accordingly, provide law enforcement services under this Agreement through that date and time. The expiration of the term shall not affect the parties' obligations to complete final reconciliation and payment for services rendered through the end of the term, and the provisions of Sections II.E, III, IV, and V shall survive expiration to the extent necessary to give them effect.

8. Remove "Exhibit A – Proposed Costs for Fiscal Year 2024-2025 Proposed Costs" in its entirety and replace with "Exhibit A-1– 2026-2027 Fiscal Year Rates" as attached to this Agreement and incorporated herein by reference.
9. Delete "Exhibit B – Law Enforcement Contract Calculation of Annual Compensation" in its entirety.
10. All references in the Agreement to "County Patrol Activity Network Analysis" and "COPANA" shall be deleted and replaced with the County Computer-Aided Dispatch (CAD)" and "CAD", respectively.
11. Between the effective date of this Second Amendment and September 30, 2026, the Parties shall conduct an assessment of the rates set forth in Exhibit A-1 to determine whether such rates accurately reflect the costs of providing services under the Agreement in compliance with applicable law. Upon completion of the assessment, but no later than October 30, 2026, the Parties shall review the results of the assessment and reconcile all amounts paid by the City during the term of this Second Amendment. To the extent the assessment demonstrates that the City has overpaid or underpaid for services provided under this Agreement, the Parties shall make the appropriate adjustment, and any amount due from one Party to the other shall be paid within thirty (30) days after completion of the reconciliation.
12. Section VII. "Execution and Counterparts" is hereby added and incorporated into the Agreement and reads as follows:

This Agreement may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The parties agree that this Agreement, its amendments, and ancillary agreements to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered a method described herein.

Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by County.

