

**AMENDMENT NO. 1
TO
TO FUNDING AGREEMENT
BETWEEN
THE SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
AND
THE CITY OF SUNNYVALE
FOR
THE PEERY PARK RIDES PILOT PROJECT
LOCAL MATCH CONTRIBUTION**

This Amendment No. 1 ("First Amendment") to the FUNDING AGREEMENT BETWEEN SANTA CLARA VALLEY TRANSPORTATION AUTHORITY AND THE CITY OF SUNNYVALE FOR THE PEERY PARK RIDES PILOT PROJECT LOCAL MATCH CONTRIBUTION, dated _____ (the "AGREEMENT"), is hereby agreed to as follows:

1. Section 3, TERM OF AGREEMENT, is hereby amended and restated to read as follows:

3. Term. This Agreement will commence upon March 16, 2021 ("Effective Date"), and will remain in effect through March 15, 2028 (unless earlier terminated pursuant to the terms contained herein).

2. **Section 10, Notices**, of the AGREEMENT is hereby amended to modify the City's contact for notices to read as follows:

City: Department of Public Works
City of Sunnyvale
456 W. Olive Avenue
Sunnyvale, CA 94086
Attn: Dennis Ng, Transportation and Traffic Manager

3. Any exhibits or attachments referenced in, and/or attached to this First Amendment are incorporated into the AGREEMENT by this reference.
4. Unless specifically defined herein, the capitalized terms used in this First Amendment have the meanings as defined in the AGREEMENT.
5. Except as herein modified, all other provisions of the AGREEMENT, including any exhibits and subsequent amendments thereto, remain in full force and effect. All references to the AGREEMENT in this First Amendment refer to the AGREEMENT as amended unless otherwise specifically set forth or otherwise indicated by context.
6. In the event of any conflict between the provisions of this First Amendment and the provisions of the AGREEMENT, the provisions of this First Amendment will prevail. All of the terms and provisions of the AGREEMENT are hereby amended to the extent necessary to give effect to the purpose and intent of this First Amendment.

7. If any provision of the AGREEMENT, as amended by this First Amendment, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.
8. This First Amendment may be executed in one or more counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument. For purposes of this Contract, signature by electronic medium agreed to by the Parties will have the same force and effect as an original signature.

Signatures of Parties on following page.

IN WITNESS WHEREOF, VTA and City have executed this First Amendment as of the last date set forth below.

Santa Clara Valley Transportation Authority (VTA)	City of Sunnyvale (City)
Carolyn M. Gonot General Manager/CEO	Kent Steffens City Manager
Date	Date
 Approved as to Form:	 Approved as to Form:
Victor Pappalardo Deputy General Counsel	
	City Attorney