

**SECOND AMENDMENT TO CONSULTANT SERVICES AND LICENSE AGREEMENT  
BETWEEN CITY OF SUNNYVALE AND MAGICAL BRIDGE FOUNDATION**

THIS SECOND AMENDMENT is entered into on \_\_\_\_\_, 2020, by the CITY OF SUNNYVALE, a municipal corporation (“CITY”), and the Magical Bridge Foundation (“Magical Bridge”), a California 501(c)(3) corporation, collectively referred to as “the Parties”.

**RECITALS**

On July 26, 2017, the Parties entered into a Consultant Services and License Agreement (“Agreement”) to design and construct an all-inclusive playground; and

In November 2018, the Parties entered into a First Amendment to the Consultant Services and License Agreement.

NOW, THEREFORE, the Parties agree as follows:

**1. Amendment to Section 1.1.** Section 1.1. of the Agreement shall be modified in its entirety to read:

Total Funding Goal. City will require an estimated four million five hundred ninety-one thousand dollars (\$4,591,000) to design and complete the Project; and

**2. Amendment to Section 1.2** Section 1.2 of the Agreement shall be modified in its entirety to read:

City Contribution. City has or will allocate \$2,301,500 for the Project (“City Contribution”); and

**3. Integration.** This Second Amendment contains the entire agreement between the parties with respect to its subject matter and supersedes whatever oral or written understanding they may have had prior to the execution of this Second Amendment. This Second Amendment shall not be amended or modified except by a written agreement executed by each of the parties. Except as specifically revised herein, all terms and conditions of the Agreement, and all prior amendments that do not conflict with this Second Amendment, if any, shall remain in full force and effect, and Magical Bridge shall perform all duties, obligations and conditions required under the Agreement.

**4. Inconsistencies.** In the event of any conflict or inconsistency between the provisions of this Second Amendment and the Agreement, and any prior amendment, if any, the provisions of this Second Amendment shall control in all respects.

**5. Ambiguities.** The parties have each carefully reviewed this Second Amendment and have agreed to each term of this Second Amendment. No ambiguity shall be presumed to be

construed against either party.

**6. Counterparts.** This Second Amendment may be executed by the parties in one or more counterparts all of which collectively shall constitute one document and agreement.

**7. Authority.** The person signing this Second Amendment for Magical Bridge hereby represents and warrants that he or she is fully authorized to sign this Second Amendment on behalf of Magical Bridge.

IN WITNESS WHEREOF, the parties have executed this Second Amendment.

ATTEST:

CITY OF SUNNYVALE ("CITY")

\_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
Kent Steffens, City Manager

APPROVED AS TO FORM:

Magical Bridge Foundation

\_\_\_\_\_  
Robert Boco, Sr. Assistant City Attorney

By \_\_\_\_\_  
Title \_\_\_\_\_