

**FOURTH AMENDMENT TO AGREEMENT BETWEEN CITY OF SUNNYVALE AND  
SUNNYVALE HISTORICAL SOCIETY AND MUSEUM ASSOCIATION PERTAINING  
TO THE DESIGN, DEVELOPMENT, CONSTRUCTION AND LEASE OF A HERITAGE  
MUSEUM AT THE SUNNYVALE HERITAGE CENTER**

THIS FOURTH AMENDMENT is entered into on [Date], by the CITY OF SUNNYVALE, a municipal corporation (“CITY”), and the SUNNYVALE HISTORICAL SOCIETY AND MUSEUM ASSOCIATION (“SOCIETY”).

**RECITALS**

On September 12, 2006, CITY and SOCIETY entered a fifty (50) year agreement pertaining to the design, development, construction and lease of a Heritage Museum at Sunnyvale Heritage Center at the Sunnyvale Community Center (the “Agreement”). Pursuant to the terms of the Agreement, the SOCIETY has exclusive control of the premises to construct a museum on said premises.

NOW, THEREFORE, the parties agree as follows:

**1. Amendment to Section 8(b).** Section 8 (b) of the Agreement shall be modified in its entirety to read:

- (b) SOCIETY is responsible for furnishing gas and electricity utilities at no cost or expense to CITY. SOCIETY shall pay CITY for water and sewer usage based on a 1” meter size and an average water use of seven hundred cubic feet per month (the “Water and Sewer Usage Payment”). The effective date of the Water and Sewer Usage Payment shall be retroactive to July 1, 2015. SOCIETY shall be billed for garbage based on the cart or bin size subscribed to by SOCIETY. The bill shall be recalculated annually to reflect current utility rates.

**2. Integration.** This Fourth 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 Fourth Amendment. This Fourth 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, if any, shall remain in full force and effect, and SOCIETY shall perform all duties, obligations and conditions required under the Agreement.

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

**4. Ambiguities.** The parties have each carefully reviewed this Fourth Amendment and have agreed to each term of this Fourth Amendment. No ambiguity shall be presumed to be construed against either party.

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

**6. Authority.** The person signing this Fourth Amendment for SOCIETY hereby represents and warrants that he or she is fully authorized to sign this Fourth Amendment on behalf of SOCIETY.

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

ATTEST:

CITY OF SUNNYVALE (“CITY”)

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

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

APPROVED AS TO FORM:

SUNNYVALE HISTORICAL SOCIETY AND  
MUSEUM ASSOCIATION (SOCIETY)

\_\_\_\_\_  
John A, Nagel, City Attorney

By \_\_\_\_\_  
Flo Stafford  
SHSMA President