

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

THIS THIRD AMENDMENT is entered into on \_\_\_\_\_, by the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and the SUNNYVALE HISTORICAL SOCIETY AND MUSEUM ASSOCIATION ("SOCIETY") collectively referred to as "the Parties".

**RECITALS**

On September 12, 2006, CITY and SOCIETY entered an agreement pertaining to the design, development, operation, and maintenance of a Heritage Museum at Sunnyvale Heritage Center at the Sunnyvale Community Center ("the Agreement").

A First Amendment to the Agreement was entered into on October 22, 2007, which modified section 7 of the Agreement regarding landscaping obligations.

A Second Amendment was entered into on February 15, 2012, which modified section 2 of the Agreement regarding the use of the City's multi-purpose building at the Sunnyvale Heritage Center.

The Parties now wish to enter into a Third Amendment regarding the installation of solar panels.

NOW THEREFORE, the Parties agree that the Agreement dated September 12, 2006, will be amended by adding the following section:

**Section 7.5. Society may make improvements, modifications, and additions to the museum and multipurpose building by installing solar panels.** City Staff shall be consulted on all improvements before construction or installation. Permits will be obtained for each and every improvement.

**Obligations of CITY**

(a) CITY shall provide reasonable notification to SOCIETY when accessing the building.

(b) CITY shall, at the expense of the City, continue to provide the City's Property Coverage insurance policy. SOCIETY shall provide insurance coverage, at Society's

expense, for contents or any valuable artifacts. CITY shall not be responsible for the replacement of contents or any valuable artifacts that are damaged or stolen from the building.

### **Obligations of SOCIETY**

- (a) SOCIETY shall make improvements to the building at no cost to the City.
- (b) SOCIETY shall prepare plans and specifications in consultation with CITY.
- (c) SOCIETY shall receive approval of all plans and specifications by the Director of Public Works and/or his designee(s) prior to filing of final plans and specifications. City shall be provided with two complete sets of final plans and specifications before construction begins and two complete sets of "as-built" plans and specifications at the completion of construction.
- (d) Prior to construction, SOCIETY shall have obtained all necessary permits authorizing construction of the Project from CITY and other public agencies having jurisdiction over the Project, in compliance with all applicable laws, regulations, codes and the permitting process.
- (e) Each improvement shall be completed by SOCIETY within 12 months of obtaining a City permit.
- (f) All improvements to the building shall become the property of the City.
- (g) SOCIETY shall maintain all improvements made by SOCIETY over the duration of this Third Amendment.
- (h) SOCIETY shall pay for all costs of all improvements.
- (i) SOCIETY shall maintain improvements in good condition by providing custodial care and light maintenance of building interior and exterior. This includes cleaning, washing, painting and the repair and/or replacement of miscellaneous fixtures including but not limited to door stops and electrical outlet and switch covers.
- (j) SOCIETY shall allow access by City Staff at all times with reasonable notification.
- (k) SOCIETY shall repair/replace or pay for damage to City facilities or equipment furnished by CITY, at the discretion of the CITY, if damage occurred during use by SOCIETY.

### **Termination and review of amendment**

This amendment shall become operative upon its execution by the parties and provided the conditions as noted in the master agreement are fulfilled by SOCIETY, which shall remain operative and continue in full force and effect until June 20, 2054.

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

ATTEST:

CITY OF SUNNYVALE ("CITY")

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

By \_\_\_\_\_  
City Manager

APPROVED AS TO FORM:

"SOCIETY"

\_\_\_\_\_  
City Attorney

By \_\_\_\_\_  
Leslie Lawton  
SHSMA President