

**FIFTH 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 FIFTH AMENDMENT is entered into on _____ 2021, by the CITY OF SUNNYVALE, a California 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.

A Third Amendment was entered into on January 19, 2016, which added Section 7.5 to allow the SOCIETY to make improvements to the museum and multipurpose building by installing solar panels.

A Fourth Amendment was entered into on June 19, 2018, to specify the utility obligations between the Parties.

The Parties now wish to enter into a Fifth Amendment to allow a 1,600 square ft. expansion of the Heritage Museum.

NOW THEREFORE, the Parties agree that the Agreement dated September 12, 2006, shall be amended as follows:

1. Section 5.5 shall be added to the Agreement:

Section 5.5. OBLIGATIONS OF SOCIETY IN CONSTRUCTING THE HERITAGE MUSEUM EXPANSION PROJECT.

City staff shall be consulted on all improvements before construction or installation. All applicable permits, including but not limited to, the appropriate Planning and Building

permits will be obtained by the SOCIETY prior to any construction as more fully set forth below.

(a) SOCIETY shall construct a new 1,600 square-foot, single-story addition ("Project") as an expansion to the Sunnyvale Heritage Park Museum. The Project, as shown in Exhibit "A", will also remove a maximum of six to seven existing apricot trees, with the possibility of affecting up to a total of 10 existing apricot trees by removal or trimming within the 10-acre orchard. The Project will be used to house historical items from the closed Onizuka Air Force Base's "Blue Cube" and will also serve as a research library.

(b) SOCIETY shall be responsible for all costs associated with the Project with no contribution from the CITY, including costs for design, construction and environmental clearance. However, SOCIETY shall prepare plans and specifications in consultation with CITY.

(c) Prior to construction, SOCIETY shall obtain 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, and codes.

(d) The Project shall be completed by SOCIETY within 12 months of obtaining the appropriate permits unless otherwise agreed to by the Parties.

(e) SOCIETY shall be responsible for all additional utility costs as a result of the Project.

(i) SOCIETY shall be responsible for all costs to maintain the Project in good condition by providing custodial care and maintenance of the building interior and exterior.

(j) SOCIETY shall allow access by CITY Staff at all times upon 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.

2. This amendment shall become operative upon its execution by the Parties and all other terms and conditions of the Agreement and the Four Amendments that are not expressly modified by this Fifth Amendment shall remain operative and continue in full force and effect until June 20, 2054.

[signatures on following page]

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

ATTEST:

CITY OF SUNNYVALE ("CITY")

City Clerk

By _____
City Manager

APPROVED AS TO FORM:

"SOCIETY"

City Attorney

By _____
Leslie Lawton
SHSMA President

Attachment: Exhibit "A"

JOB NO.
02400-18



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HERITAGE PARK MUSEUM
SITE PLAN
570 E. REMINGTON DR. SUNNYVALE, 94088

DRAWN BY:
JHG
SCALE:
1" = 20'
DATE:
JAN. 31, 2019
DWG. NO.
1 OF 3

