

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
SAN MATEO COUNTY HISTORICAL ASSOCIATION**

THIS AMENDMENT TO THE AGREEMENT, entered into this 2nd day of October, 2018, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and San Mateo County Historical Association, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, as authorized by Board Resolution No. 075559, the parties entered into an Agreement for the maintenance and operation of historic facilities and programs on November 7, 2017; and

WHEREAS, the parties now wish to amend the Agreement to include the Lathrop House as an additional historic facility to be operated by Contractor; and

WHEREAS, the parties now wish to amend the Agreement to allow Contractor to gain control of the ground floor of the San Mateo County History Museum to install an elevator unit, public restrooms, and Contractor work space; and

WHEREAS, the parties now wish to amend the Agreement to extend the Agreement term through October 1st, 2021, and

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 3. Payments of the Agreement is amended to read as follows:
In no event shall County's total fiscal obligation under this Agreement exceed Eight ~~Four~~ Hundred Thousand Dollars (\$800,000 ~~400,000~~).
2. Section 4. Term of the Agreement is amended to read as follows:
Subject to compliance with all terms and conditions, the term of this Agreement shall be from November 7, 2017, to ~~November 6, 2019~~ October 1, 2021.
3. Exhibit A of the Agreement is amended to read as follows:
 1. Maintain and operate a museum of the history of the County of San Mateo at the Old County Courthouse Building in substantially the same manner in which it has in the past; and in connection therewith, the Contractor shall keep said museum open to the public five days a week for a minimum of 30 hours a week.

[No changes to items 2-5]

6. Following its relocation to the County Courthouse block in Redwood City, operate the Lathrop House, and keep the Lathrop House open to the public for a minimum of eight hours a week.
 7. Following relocation of the Lathrop House to the County Courthouse block, gain control from County of the ground floor annex of the County Courthouse building. Contractor shall be permitted to install an elevator unit, public restrooms, and Contractor work space to facilitate the effective operation of the San Mateo County History Museum and the adjacent Lathrop House. In advance of such work, County shall remove the office partitions stored in the ground floor annex, but Contractor shall permit the City of Redwood City to continue to use that portion of the ground floor annex that the City currently uses to store City event-related materials.
 8. Provide County with two free event rentals at the San Mateo County History Museum per year. County shall cover the cost of staffing, janitorial, and security required for any after-hours events. All requests for free event rental shall be directed through the County Manager's Office to Contractor's Executive Director.
 9. The County shall continue to pay for the costs of utilities at the County Courthouse Building, Sanchez Adobe, Woodside Store, and Lathrop House.
4. Exhibit B of the Agreement is amended to read as follows:
- County shall pay to the Contractor \$200,000 upon execution of this Agreement, ~~and~~ \$200,000 in Fiscal Year 2018-2019, \$200,000 in Fiscal Year 2019-2020, and \$200,000 in Fiscal Year 2020-2021, for a total, not-to-exceed sum of \$800,000 ~~\$400,000~~.
5. All other terms and conditions of the Agreement shall remain in full force and effect.

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: **SAN MATEO COUNTY HISTORICAL ASSOCIATION**



Contractor Signature

Date **9/21/18**

Contractor Name (please print) **Mitch Postel**

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board