

**AMENDMENT NO. 1
TO THE AGREEMENT BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA
AND
TRITON MUSEUM OF ART**

PREAMBLE

This agreement (“Amendment No. 1”) is by and between Triton Museum of Art, a California nonprofit corporation, with its principal place of business located at 1505 Warburton Avenue, Santa Clara, CA 95050 (“Lessee”), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 (“City”). City and Lessee may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Amendment No. 1.”

RECITALS

- A. The Parties previously entered into an agreement entitled “Agreement for Lease and Operation of Triton Museum of Art”, dated April 16, 1998 (the “Original Agreement”);
- B. The term of the Original Agreement was twenty (20) years ending on April 15, 2018 with two additional five (5) year terms to extend the term;
- C. The Original Agreement provided for conditions and limitations on the number of special appearances and operating days/hours; and,
- D. The Parties now wish to extend the term and modify certain operating conditions.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. AMENDMENT PROVISIONS

- A. That Section 3 of the Original Agreement, entitled “Agreement for Lease and Operation of Triton Museum of Art” is hereby amended by deleting the existing Section 3 in its entirety and replacing it with the following:

The term of this Lease is for twenty-five (25) years, commencing on April 16, 1998 and ending on April 15, 2023. The Parties may mutually agree to renew this Lease for an additional five-year term. Upon giving no less than two (2) years advance written notice to the other Party, either Party by an affirmative vote of two-thirds (2/3) of the members of the governing body may terminate this Lease prior to the stated termination date if either Party determines that it can no longer continue to work with the other in the spirit of cooperation intended under Recital D of this Lease, or if either Party determines that it does not have sufficient funds

to continue to carry out its obligations under this Lease. The Parties may also terminate this Lease as set forth elsewhere in this Lease.

- B. That paragraph (b) of Section 6 of the Original Agreement, entitled "Agreement for Lease and Operation of Triton Museum of Art" is hereby amended to read as follows:

Lessee shall maintain the Premises and Collection in such a manner as to fulfill the express purposes of this Lease. The public shall be provided with free admission to the programs held on the Premises with the exception of special appearances and shows of distinguished artists for which a nominal attendance charge to the public may be required. There shall not be more than 36 special appearances or shows per year for which a charge is made to the public without the prior written consent of the City Manager's Office. The special appearances and shows should not impact the public's normal access to the Museum.

- C. That paragraph (c) of Section 6 of the Original Agreement, entitled "Agreement for Lease and Operation of Triton Museum of Art " is hereby amended to read as follows:

The Museum shall be open to the public for a minimum six hours per day six days per week. The Premises may be closed on the following holidays: New Year's Day, Martin Luther King, President's Day, ½ day Good Friday, Easter Sunday, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, Veterans Day, ½ day Christmas Eve, Christmas Day, ½ day New Year's Eve in addition to closing for maintenance and exhibition installation. The Museum will be required to notify the City Manager's Office of closures for maintenance and exhibition installation. Lessee shall follow the City's Rules and Regulations, in effect at the time, for events held outside the buildings on the Premises.

2. TERMS

All other terms of the Original Agreement which are not in conflict with the provisions of this Amendment No. 1 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

3. COUNTERPART/FACSIMILE SIGNATURE

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.


The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives. The Effective

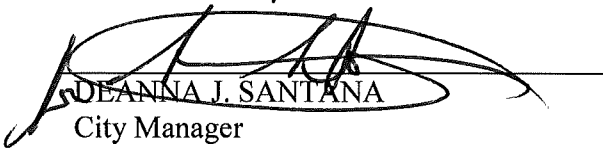
Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Amendment No. 1 shall become operative on the Effective Date.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

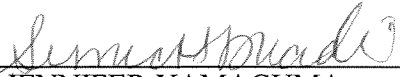
APPROVED AS TO FORM:

Dated: 4/13/2017


for **BRIAN DOYLE**
City Attorney


JOANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771


ATTEST:


for **JENNIFER YAMAGUMA**
Acting City Clerk

“CITY”

TRITON MUSEUM OF ART
a California non-profit corporation

Dated: 3-16-2017

By: 
(Signature of Person executing the Agreement on behalf of
Museum)

Name: Jill Meyers

Title: Executive Director

Local Address: 1505 Warburton Ave.

Santa Clara, CA 95050

Email Address: jbmeyers@tritonmuseum.org

Telephone: (408) 247-5288

Fax: N/A

“LESSEE”