

## SIXTH AMENDMENT TO COYOTE POINT MUSEUM AGREEMENT

THIS SIXTH AMENDMENT TO THE COYOTE POINT MUSEUM AGREEMENT, dated this \_\_\_\_ day of April, 2002, is made by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and the COYOTE POINT MUSEUM ASSOCIATION, a nonprofit corporation organized under the laws of the State of California, hereinafter referred to as "ASSOCIATION".

### RECITALS

WHEREAS, COUNTY and ASSOCIATION previously entered into an agreement on June 6, 1978 in which COUNTY agreed to construct the Coyote Point Museum for Environmental Education ("museum") and adjacent facilities and to set aside a certain area within Coyote Point Park for a museum and facilities for a period of thirty years, and ASSOCIATION agreed to manage and operate the museum as provided in the agreement, (hereinafter, the "Agreement"); and

WHEREAS, the parties have previously amended the Agreement on five occasions which amendments, among other things, required ASSOCIATION to construct, operate and maintain a wildlife center at Coyote Point Park; and

WHEREAS, the Agreement was last amended and the entire Agreement restated on August 15, 1989 to incorporate the five amendments; and

WHEREAS, ASSOCIATION has applied for grant money in the amount of approximately \$375,000 from the State of California to enhance the wildlife center, specifically to improve the aviary and animal habitat areas; and

WHEREAS, as a condition of receiving said grant money, ASSOCIATION must be permitted to continue to occupy and use the premises for at least twenty years after improvements are completed; and

WHEREAS, the Agreement now provides for a term of thirty years from the date of its last restatement on August 15, 1989 and will expire on or about August 15, 2019; and

WHEREAS, it is to the benefit of COUNTY to extend the agreement for an additional four years, as the improvements made to the wildlife center with this state grant money will benefit County property; further, the residents of the County will enjoy enhanced benefits due to the improvements to the wildlife center as ASSOCIATION continues to operate and maintain the museum and wildlife center for the extended term of the Agreement.

NOW THEREFORE, in consideration of the terms, covenants and agreements set forth below, COUNTY and ASSOCIATION agree to amend the agreement as restated on August 15, 1989, as follows:

**1. Paragraph 1. Land Area and Term. is hereby amended to read as follows:**

“1. Land Area. COUNTY, through its Board of Supervisors and pursuant to Government Code section 25536, hereby agrees to set aside that area within Coyote Point Park (a public park owned by the COUNTY) which is described in Exhibit “A”, attached hereto and made a part hereof, for the wildlife center, the museum and other improvements which may be constructed thereupon. Said area is set aside for the term of this Agreement as provided in paragraph 23, for the exclusive purpose of operating and maintaining the museum and wildlife center as herein provided. Parking areas provided shall be available on a nonexclusive basis to park , wildlife center and museum visitors. Title to said land area, together with the museum building and all other improvements constructed thereon, except the wildlife center, shall remain in the County. ASSOCIATION shall hold title to the wildlife center during the term of this agreement.”

**2. Paragraph 4. Management and Operation of Museum and Wildlife Center. is hereby amended to read as follows:**

“4. Management and Operation of Museum and Wildlife Center. Upon completion of the

wildlife center, ASSOCIATION agrees to manage, operate, regulate and maintain the center at its own expense for the period set forth in Paragraph 1. ASSOCIATION also agrees to continue its management, operation, interior maintenance, and regulation of the museum during the same period.

ASSOCIATION agrees to perform said functions to the best of its ability and subject to the following terms, conditions and restrictions:

a. Subject to reasonable health, safety, and special-event regulations, all members of the public shall be admitted to the museum and wildlife center at regularly scheduled times, which times shall be specifically approved by County. Association may make changes to such times subject to approval of County, which shall be deemed given if Association is not notified otherwise within thirty (30) days of the submission of such schedule.

b. No charge for admission to the museum and/or wildlife center shall be made other than that which may be approved by County upon recommendation of Association.

c. All accounts and financial records of Association, its board of trustees or managers relating to the operation, management, or maintenance of the museum and wildlife center shall be subject to such reasonable inspection and audits as may be directed by County's board of supervisors.

d. Association shall construct, as part of the wildlife center, an exterior boundary fence around the center, subject to County approval of design and placement. Association shall maintain the fence and the entire area within the fence, except as specified in Paragraph 8. All persons employed in the management, operation, regulation and maintenance of the museum and wildlife center shall be deemed to be employees of Association. Those persons performing the responsibilities of County under Paragraph 8 shall be deemed to be employees of County.

e. Association will at its own expense manage, operate, and maintain the wildlife center and the interior of the museum in accordance with policies and guidelines as approved by County's

board of supervisors. Prior to completion of the wildlife center, Association will submit to County for approval recommended policies and guidelines which, taken together, will adequately describe and regulate the activities of the center. These shall be deemed approved by County if Association is not notified otherwise in writing within ninety (90) days of their submission.

Should Association desire changes in the previously approved policies and guidelines for either the museum or the wildlife center, Association will submit such recommended changes as it may desire to County for further approval; such changes shall be deemed approved unless County notifies Association in writing to the contrary within sixty (60) days of submission.

In any event, Association agrees to operate, manage and maintain the museum and wildlife center within whatever policies and guidelines have County approval at that time. At any time that County believes Association is not managing, operating or maintaining the museum and/or wildlife center in accordance with County-approved policies and guidelines, County will immediately notify Association of said beliefs. Association will promptly modify its practices to suit County or will notify County in writing of its inability or unwillingness to do so. Should Association issue written notification to the County declining to make such modifications as County desires, the issue will be decided by County's board of supervisors. Should the board determine that Association's position is unacceptable, it may order the museum building and wildlife center closed to the public (except for on-going administrative and maintenance uses by staff only) and may keep the museum and wildlife center closed to the public until such time as County and Association can agree on mutually acceptable terms of management, operation and maintenance.

f. Any signs to be attached to the buildings, fences or landscaped areas of the museum and wildlife center shall be approved by County and shall be in reasonable conformity with other signs in the Coyote Point Park complex.

g. Association shall be responsible for the cost and expense of all management,

operation, regulation and maintenance of the museum and wildlife center, except as otherwise provided in this agreement.

h. Association agrees to maintain the wildlife center and the interior of the museum in a good, clean, safe and sanitary condition, providing at its own expense such annual maintenance and repair as shall reasonably offset wear and tear.

i. Association shall care for all living creatures in the wildlife center and museum exhibits with care and kindness and shall be certain that appropriate personnel are assigned to the care of such creatures.

**3. Paragraph 23. Termination of Agreement. is hereby amended to read as follows:**

“23. Term and Termination of Agreement. Except for a termination under the provisions of Paragraphs 3, 11, 12, 29 or 30 hereof, this agreement shall terminate only upon either of the following:

- a. The expiration of 22 years from the date of this sixth amendment.
- b. Upon mutual agreement between the parties.”

**4. The Agreement is hereby amended to add a new paragraph 29. Nondiscrimination. to read as follows:**

“29. Non-Discrimination.

No person shall be excluded from participation in, denied benefits of, or be subject to discrimination under this Agreement on the basis of their race, color, religion, national origin, age, sex, sexual orientation, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran’s status. ASSOCIATION shall ensure full compliance with federal, state and local laws, directives and executive orders regarding non-discrimination for all employees and Subcontractors under this Agreement.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach

of this Agreement and subject the ASSOCIATION to penalties, to be determined by the County Manager, including but not limited to: i) termination of this Agreement; ii) disqualification of the ASSOCIATION from bidding on or being awarded a County contract for a period of up to 3 years; iii) liquidated damages of \$2,500 per violation; iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to: i) examine ASSOCIATION's employment records with respect to compliance with this paragraph; ii) set off all or any portion of the amount described in this paragraph against amounts due to ASSOCIATION under the contract or any other Contract between ASSOCIATION and County.

ASSOCIATION shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified ASSOCIATION that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. ASSOCIATION shall provide County with a copy of its response to the Complaint when filed."

**5. The Agreement is hereby amended to add a new paragraph 30. Equal Benefits. to read as follows:**

**"30. Equal Benefits.**

With respect to the provision of employee benefits, ASSOCIATION shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse."

6. Unless specifically amended herein and in all other respects, the Agreement and all exhibits, as amended and restated on August 15, 1989 shall remain binding on the parties and continue in full force and effect as written.

IN WITNESS WHEREOF, ASSOCIATION has executed this agreement and the COUNTY by order of its Board of Supervisors has caused this agreement to be executed on its behalf by the President of said Board and attested to by the Clerk thereof, on the day, month and year first above written.

COYOTE POINT MUSEUM ASSOCIATION

By: Sheila M. Burke

Sheila M. Burke, First Vice President  
Board of Trustees

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
President, San Mateo County Board of Supervisors

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
04/24/2002

PRODUCER (650)341-4484 FAX (650)341-4465  
Business Professional Ins. Assoc. Inc.  
1519 South B Street  
San Mateo, CA 94402  
Marge Riley

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE**

INSURED Coyote Point Museum Association  
DBA: DBA: Coyote Point Museum  
c/o Bernard Cordeiko Fax 342 7853  
1651 Coyote Point Drive  
San Mateo, CA 94401-1097

INSURER A: Vigilant Insurance / UVIS  
INSURER B: Eagle West Ins. Co. / UVIS  
INSURER C: Federal Insurance / UVIS  
INSURER D:  
INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	3534-16-40	02/01/2002	02/01/2003	EACH OCCURRENCE \$ 1,000,000
	COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ Included
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Liquor Liability				PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ Included
B	AUTOMOBILE LIABILITY	81-BAP-2-850837	02/01/2002	02/01/2003	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
C	EXCESS LIABILITY	7972-51-55 -02	02/01/2002	02/01/2003	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input checked="" type="checkbox"/> RETENTION \$ 0				\$
					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
C	OTHER Director's & Officers	8151-83-85-A	07/01/2001	07/01/2002	\$2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
The Certificate holder is named as an additional insured per CG2011 attached.

**CERTIFICATE HOLDER**

**ADDITIONAL INSURED; INSURER LETTER:**

**CANCELLATION**

County of San Mateo  
Priscilla Morris  
455 County Center  
Redwood City, CA 94063

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

**AUTHORIZED REPRESENTATIVE**

Debbie Upland (S)



**COMMERCIAL GENERAL LIABILITY**

Underwriters at Lloyds' London

Policy Number 211171

**ADDITIONAL INSURED – MANAGERS OR LESSORS OF  
PREMISES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART****SCHEDULE**

1. Designation of Premises (Part Leased to You):

2. Name of Person or Organization (Additional Insured):

**County of San Mateo****455 County Center % Priscilla Morris****Redwood City, Ca. 94063**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alteration, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Coyote Point Museum Association  
 Contact Person: Bernard M. Cordero  
 Address: 1651 Coyote Point Dr.  
San Mateo, CA. 94401-1097  
 Phone Number: (650) 340-7586 Fax Number: (650) 342-7853

II Employees

Does the Contractor have any employees?  Yes  No  
 Does the Contractor provide benefits to spouses of employees?  Yes  No

\*If the answer to one or both of the above is no, please skip to Section IV.\*

III Equal Benefits Compliance (Check one)

- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
- Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- No, the Contractor does not comply.
- The Contractor is under a collective bargaining agreement which began on \_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date).

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 25<sup>th</sup> day of April, 2022 at San Mateo, CA  
 (City) (State)

Climbuth C. Hennings  
 Signature

Elizabeth C. Hennings  
 Name (Please Print)

Executive Director  
 Title

94-1262434  
 Contractor Tax Identification Number