

AMENDMENT TO AMENDED MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF SAN MATEO AND THE FRIENDS OF HUDDART AND WUNDERLICH PARKS REGARDING RENOVATION AND OPERATION OF THE FOLGER STABLE BUILDING

This Amendment to the Amended Memorandum of Understanding between the County of San Mateo and the Friends of Huddart and Wunderlich Parks regarding Renovation and Operation of the Folger Stable Building, dated for convenience July 1, 2009 is entered into by and between the County of San Mateo, a political subdivision of the State of California ("County") and the Friends of Huddart and Wunderlich Parks ("Friends), a tax exempt nonprofit organization under section 501(c)3.

RECITALS

WHEREAS, the County and Friends previously entered into an Amended Memorandum of Understanding on October 21, 2008 ("Amended MOU") to document and memorialize their mutual intent to cooperatively work to oversee completion of the Folger Stable Renovation and implementation of ongoing public and equestrian programs at the Stable Building and to allow Friends to enter County property and to perform the renovation work; and

WHEREAS, the Amended MOU between the County and Friends dated October 21, 2008 replaced in its entirety the prior Memorandum of Understanding entered into by the County and Friends on or about February 28, 2006; and

WHEREAS, in paragraph C of Section V. Restoration Project of the Amended MOU, the County agreed to contribute specific in-kind services to the renovation project unless otherwise agreed by the parties; and

WHEREAS, the parties desire to amend the Amended MOU to allow the County to contribute either in-kind services and/or funding for any or all of its obligations

under the Amended MOU not to exceed its total obligation of \$500,000, as the parties have determined that Friends, through its contractor, will be able to complete a number of the specific items which are the County's responsibility much more cost-effectively than could the County by procuring the work through a separate contract.

NOW THEREFORE, County and Friends agree as follows:

1. A new Paragraph D is added to Section V. **Restoration Project** of the Amended MOU to read as follows:

"D. As an alternative to and in consideration of the fulfillment of any or all of the in-kind services to be provided by County as described in paragraph C of this Section V, the County may transfer funds (not to exceed \$500,000) to the Friends for work agreed to by the County Director of Parks in fulfillment of County's responsibility under any or all of the specified items of work in order to allow the work to be done by Friends when the County, through its Director of Parks, determines that such work will be accomplished more cost-effectively by Friends and its contractor. "

2. All other terms and provisions of the Amended MOU shall remain in full force and effect except as specifically amended herein.
3. This Amendment shall become effective upon full execution by both parties.

IN WITNESS WHEREOF, Friends has executed this Amendment and the COUNTY by order of its Board of Supervisors has caused this Amendment 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.

COUNTY OF SAN MATEO

By: _____
Mark Church, President
Board of Supervisors

ATTEST:

By: _____
Clerk of the Board of Supervisors

Friends of Huddart and Wunderlich Parks

By: Jill Daly
Jill Daly, Co-President of the Board

Date: 6/9/09

By: Suzanne Muller
Suzanne Muller, Co-President of the Board

Date: 6/9/09