

## AMENDMENT NO. 2 TO SERVICE AGREEMENT

This Amendment No.2 to Agreement ("Amendment No. 2") is dated July 8, 2025 and is between the Fresno City & County Historical Society, a California non-profit corporation ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

### Recitals

A. On September 11, 2018, the County and the Contractor entered into County agreement number A-18-538 ("Agreement"), for maintenance, preservation, and enhancement of the Kearney Mansion Museum Complex ("Kearney Museum").

B. On December 19, 2019, the County and the Contractor entered into Amendment No. 1 to Agreement to provide a one-time increase in the maximum compensation for Fiscal Year 2019-20. The additional one time increase for Fiscal Year 2019-20 was necessary for additional unforeseen costs needed for maintenance of the Kearney Museum, and the total annual amount reverted back to the agreed upon \$19,325 per year after Fiscal Year 2019-20.

C. The County and the Contractor now desire to further amend the Agreement to increase the maximum annual compensation, to adjust the term of the Agreement to align with the County's budget cycle, adding an additional two years with an option to extend for five years with approval of both parties no later than thirty (30) days prior to the first day of the next five (5) year extension period, clarify the Contractor will utilize profit revenues in appropriate section, and request one annual free one-day event per Calendar Year to be hosted by the Contractor.

The parties therefore agree as follows:

1. This Amendment No. 2 shall be retroactive to July 1, 2025.
2. Subsection I, of Section 1 is amended to read as follows:

"I. Beginning September 11, 2018, Contractor shall be entitled to the exclusive use of Kearney Park to conduct one or more annual Events ("Events") promoting significant historical events. Such exclusive use shall be subject to the terms and conditions of this Agreement, including such terms and conditions set forth in **Exhibit B**, attached and incorporated by this reference. Contractor shall

appropriate all Profits from Events other than the Living History Event to the maintenance and upkeep of the Kearney Mansion Museum Complex."

3. Exhibit B, Subsection 1, of the Agreement is amended in its entirety and replaced with the following:

"1. PERMISSION TO USE:

A. Subject to the terms and conditions of this Agreement, CONTRACTOR shall be entitled to the exclusive use of Kearney Park to conduct one or more Events each year, effective January 1, 2019, as approved by the Director of the Department of Public Works and Planning or his designee ("Director"), provided that Kearney Park, at all times during the Events, shall be open to all members of the public under the same terms and conditions of persons who are invited by, or otherwise allowed by CONTRACTOR, to attend or participate in the Events. In conjunction with these Events, CONTRACTOR shall be solely responsible for providing all adequate and appropriate staffing, equipment, and supplies to set up, operate, breakdown, clean up (both during the Events and upon their conclusion), and administratively coordinate the Events. CONTRACTOR shall be the responsible sponsor of the Events. CONTRACTOR may enlist the assistance of or contract with other sponsors for the Events, but shall remain responsible for all of its obligations under this Agreement.

The Events dates shall be mutually agreed upon in writing by COUNTY and CONTRACTOR. COUNTY is not responsible if inclement weather affects or otherwise prevents CONTRACTOR from holding the Event on the date stated.

B. During private events held in Kearney Park by other organizations or partitioners, CONTRACTOR will have the option to allow those in attendance to access the Kearney Mansion Museum Complex. The CONTRACTOR must submit a written request at least thirty (30) days

1 prior to the proposed event date. County may grant written approval based  
2 on grounds availability and the County's determination of suitability."

- 3 4. Section 3 COMPENSATION/INVOICING of the Agreement is deleted in its entirety  
4 and replaced with the following:

5 "From September 11, 2018 through June 30, 2025, County agrees to pay  
6 compensation of \$19,325 per year of this Agreement to Contractor. County  
7 agrees to pay an annual compensation amount of \$26,739.75 to Contractor for  
8 the period of July 1, 2025 through June 30, 2026. Effective July 1, 2026, County  
9 agrees to pay an annual compensation amount of \$31,571 to Contractor for the  
10 remainder of the term of this Agreement. The total possible compensation to be  
11 paid to Contractor under this Agreement shall not exceed \$452,153.75. County  
12 shall pay the total annual amount payable for each year upon annual submission  
13 by Contractor of invoices on or about October 1 of each year to: The Fresno  
14 County Administrative Office, 2281 Tulare Street, Room 304, Fresno CA 93721  
15 requesting payment of the annual amounts budgeted by the County for operation  
16 and maintenance of the Kearney Museum as provided in Section 2(A). The  
17 Contractor will submit one invoice for the annual amount budgeted, which will be  
18 paid out of Interest and Miscellaneous Expenditures Org. 2540. Parks and  
19 Grounds Org. 7910 will reimburse Org. 2540 \$6,825 for their portion of the  
20 annual amount budgeted. Notwithstanding any of the foregoing, it is understood  
21 and agreed that County may elect to withhold payment of any invoiced amounts  
22 until such time as Contractor provides any inventory due in accordance with  
23 Section 1(H)."

- 24 5. Section 9. TERM of the Agreement is deleted in its entirety and replaced with the  
25 following:

26 "The term of this Agreement shall begin on September 11, 2018 through June  
27 30, 2030, unless terminated earlier as hereinafter provided. Upon the mutual  
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1 agreement of the parties, this Agreement may be extended one (1) additional five  
2 (5) year term through June 30, 2035.”

- 3 6. Exhibit B of the Agreement is amended to add new sections 2.C. and 2.C.i, as  
4 follows:

5 “C. The Contractor may host one (1) complimentary one-day event, free of event  
6 compensation to County, per calendar year at the Kearney Parks Grounds  
7 subject to written County approval (“Free Event”). The Contractor must submit a  
8 written request to County at least sixty (60) days prior to the proposed Free  
9 Event date. County may grant written approval based on grounds availability and  
10 the County's determination of suitability. The Contractor shall not advertise the  
11 Free Event prior to receiving written County approval.

12 (i) In exchange for this one-day Free Event, Contractor shall provide  
13 discounted tours of the Kearney Mansion Complex during normal  
14 operating hours to the public four days per year. These discounted tour  
15 days will only be required if Contractor requests and receives permission  
16 to host the Free Event within that year.”

- 17 7. Section 3 of Exhibit B is deleted in its entirety and replaced with the following:

18 “A. The County will not charge its usual \$5.00 vehicle entrance fee during the  
19 dates of the Events. CONTRACTOR may collect a reasonable fee for entry into  
20 Kearney Park during the dates of the Events, and such fee is neither approved  
21 nor disapproved of by COUNTY. CONTRACTOR may appropriate the net  
22 revenue from such entrance fees at its annual Living History Event as  
23 CONTRACTOR sees fit. CONTRACTOR shall appropriate such net revenue  
24 from entrance fees at any other Events it conducts under this Agreement to the  
25 upkeep of the Kearney Mansion Museum Complex, as more fully specified in  
26 section 1(I) of the Agreement.

27 B. The County will not charge its usual \$5.00 vehicle entrance fee for  
28 patrons attending scheduled paid events hosted at the Kearney Mansion

1 Museum Complex. CONTRACTOR will coordinate access for their patrons at  
2 these events with County Parks staff at least thirty (30) days in advance.

3 C. In exchange for the Free Event, Contractor shall provide discounted tours  
4 of the Kearney Mansion Complex during normal operating hours to the public  
5 four days per year. These discounted tour days will only be required if Contractor  
6 requests and receives permission to host the Free Event within that year.”

7 8. When both parties have signed this Amendment No. 2, the Agreement, Amendment  
8 No.1, and this Amendment No. 2 together constitute the Agreement.

9 9. The Contractor represents and warrants to the County that:

10 a. The Contractor is duly authorized and empowered to sign and perform its  
11 obligations under this Amendment No. 2.

12 b. The individual signing this Amendment No. 2 on behalf of the Contractor is duly  
13 authorized to do so and his or her signature on this Amendment No. 2 legally  
14 binds the Contractor to the terms of this Amendment No. 2.

15 10. The parties agree that this Amendment No. 2 may be executed by electronic  
16 signature as provided in this section.

17 a. An “electronic signature” means any symbol or process intended by an  
18 individual signing this Amendment No. 2 to represent their signature, including  
19 but not limited to (1) a digital signature; (2) a faxed version of an original  
20 handwritten signature; or (3) an electronically scanned and transmitted (for  
21 example by PDF document) version of an original handwritten signature.

22 b. Each electronic signature affixed or attached to this Amendment No. 2 (1) is  
23 deemed equivalent to a valid original handwritten signature of the person  
24 signing this Amendment No. 2 for all purposes, including but not limited to  
25 evidentiary proof in any administrative or judicial proceeding, and (2) has the  
26 same force and effect as the valid original handwritten signature of that person.  
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- 1 c. The provisions of this section satisfy the requirements of Civil Code section  
2 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code,  
3 Division 3, Part 2, Title 2.5, beginning with section 1633.1).
- 4 d. Each party using a digital signature represents that it has undertaken and  
5 satisfied the requirements of Government Code section 16.5, subdivision (a),  
6 paragraphs (1) through (5), and agrees that each other party may rely upon that  
7 representation.
- 8 e. This Amendment No. 2 is not conditioned upon the parties conducting the  
9 transactions under it by electronic means and either party may sign this  
10 Amendment No. 2 with an original handwritten signature.

11 11. This Amendment No. 2 may be signed in counterparts, each of which is an original,  
12 and all of which together constitute this Amendment No. 2.

13 12. The Agreement as previously amended and as amended by this Amendment No. 2  
14 is ratified and continued. All provisions of the Agreement as previously amended and  
15 not amended by this Amendment No. 2 remain in full force and effect.

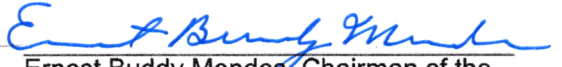
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1 The parties are signing this Amendment No. 2 on the date stated in the introductory  
2 clause.

3 FRESNO CITY & COUNTY HISTORICAL  
4 SOCIETY

COUNTY OF FRESNO

5   
6 (Authorized Signature)

  
Ernest Buddy Mendes, Chairman of the  
Board of Supervisors of the County of Fresno

7 Elizabeth Laval, President

8 Print Name & Title

9 7160 West Kearney Boulevard  
10 Fresno, CA 93706

**Attest:**

Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

11 By:   
12 Deputy

12 For accounting use only:

13 Org No.: 2540 & 7910  
14 Account No.: 7818 & 7220  
15 Fund No.: 0001  
16 Subclass No.: 10000  
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