

**THIRD ADDENDUM TO THE CITY OF MESA
AGREEMENT FOR MUSEUM AND EXHIBIT SERVICES
WITH THE MESA HISTORICAL MUSEUM**

This Third Addendum to the City of Mesa Agreement for Museum and Exhibit Services with the Mesa Historical Museum (“Third Addendum”) dated_____, 2025, is between the City of Mesa (“City”), an Arizona municipal corporation, and the Mesa Historical Society, Inc. (“MHS”), an Arizona nonprofit corporation. The City and MHS may be referred to in this Addendum as a “Party”, or collectively as “Parties.”

RECITALS

A. The City is a municipal corporation organized under the Constitution and laws of the State of Arizona.

B. MHS is an Arizona nonprofit organization that operates a heritage-based museum at 2345 North Horne, Mesa, Arizona 85023 (“Lehi Campus”).

C. MHS has been in the process of renovating the Lehi Campus for the continued operations of the museum and to provide an enjoyable experience to visitors for years to come. Included in the various renovations projects are the replacement of six air conditioning units that have reached the end of their useful life expectancy. During the renovations additional items were discovered that also needed repair: floor refinishing, ceiling framework, and exhibit materials (protection supplies, and storyboards), and painting of the interior and exterior of the Lehi Campus.

D. On July 1, 2024, the Parties entered into an Agreement for Museum and Exhibit Services with the Mesa Historical Museum (“Agreement”).

E. Prior to the expiration of the term of the Agreement, the Parties renewed the Agreement.

F. The City has agreed to fund the floor refinishing, ceiling framework, and exhibit materials (protection supplies, and storyboards),and painting of the interior and exterior of the Lehi Campus. The City has agreed to the respective performance and funding in recognition of MHS’ additional planned community engagement events. MHS is contractually obligated to hold only two such events by this Third Addendum has agreed to add two community engagement events.

G. The Parties wish to add provisions to the Agreement to reflect the additional work including flooring refinishing, interior and exterior painting, ceiling framework, and exhibit materials (protection supplies, and storyboards) due to MHS providing two additional community engagement events.

H. The City's funding of the additional work, will also enable MHS to continue to provide operations of the museum for the entertainment and education of City residents, and to provide an enjoyable experience to visitors for years to come.

ADDENDUM

The Parties hereby enter into this Addendum and agree as follows:

I. The following language is hereby added to the Agreement in Section 3.1(a)(vi):

“C. **Additional Renovations.** The City agrees to provide MHS with \$85,000 to be used for floor refinishing, ceiling framework, exhibit materials (storyboards, panels and murals protection supplies), and painting of the interior and exterior of the Lehi Campus. MHS agrees that it will complete the work listed above at the Lehi Campus by March 1, 2026. Upon completion of the work, MHS will provide written notice to the City. This is a one-time agreement and does not modify or change any of the City's existing obligations to MHS, including, without limitation, the Service Fee, in-kind facilities maintenance, and does not create any obligation to provide funding, reimbursement, or additional labor to MHS in the future.

D. **Effect of Addendum on Other Terms.** *MHS acknowledges and agrees that this Addendum does not in any way or for any purpose modify the Service Fee or in-kind facilities maintenance support terms of the Agreement except for the one-time agreements explicitly addressed above. Nor does this Addendum in any way or for any purpose guarantee the investment or commitment of any City funds to the Lehi Renovation Plan or Lehi Campus now or in the future.*”

II. The following language is hereby added to the Agreement in Section 3.1(a)(ii):

C. In consideration for funding the Additional Renovations in Section 3.1(a)(vi)(C), MHS will conduct two additional community engagement events.

III. The remaining provisions of the Agreement remain in full force and effect.

IV. Terms that may appear in this Third Addendum that are not defined, are defined by and shall be construed by using the definitions set forth in the Agreement.

[SIGNATURE PAGE TO FOLLOW]

By executing below, each Party acknowledges that it understands, approves, and accepts all of the terms of this Third Addendum.

IN WITNESS THEREOF, the parties hereto have duly executed this Third Addendum as of the date first stated above.

MESA HISTORICAL SOCIETY, an Arizona Non-profit Corporation

Signature:_____

Printed Name:

Title: Chairperson, Mesa Historical Society

(Described as “MHS” throughout the Addendum)

Address: 2345 N. Horne Street

Mesa, AZ 85203

CITY OF MESA, an Arizona municipal corporation

Signature:_____

Printed Name: Candace Cannistraro

Title: Deputy City Manager

(Described as “City” throughout the Addendum)

Address: 20 E. Main Street

Mesa, Arizona 85211