

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

1 EIGHTEENTH AMENDMENT TO AGREEMENT NO. 26174

2 **26174**

3 THIS EIGHTEENTH AMENDMENT TO AGREEMENT NO. 26174 is made
4 and entered, in duplicate, as of December 7, 2020 for reference purposes only, pursuant
5 to a minute order adopted by the City Council of the City of Long Beach at its meeting on
6 September 8, 2020, by and between the LONG BEACH MUSEUM OF ART
7 FOUNDATION, a California nonprofit public benefit corporation ("Foundation"), and the
8 CITY OF LONG BEACH, a municipal corporation ("City").

9 WHEREAS, City and Foundation (the "Parties") entered into Agreement No.
10 26174 whereby Foundation agreed to manage the City's art collection; and

11 WHEREAS, the Parties desire to amend the Agreement to reflect the
12 compensation paid to Foundation for fiscal year 2020-2021;

13 NOW, THEREFORE, in consideration of the mutual terms, conditions and
14 covenants in Agreement No. 26174 and in this Amendment, the Parties agree as follows:

15 1. Section 4.A. of Agreement No. 26174 is hereby amended in its entirety
16 to read as follows:

17 "A. The City shall pay to the Foundation as compensation for
18 Foundation's management services a fee of Five Hundred Seventy-One Thousand Dollars
19 (\$571,000) for fiscal year 2003-2004, which has been appropriated by the City Council.
20 Funding was reduced from the prior year and the Parties negotiated regarding the level of
21 services that the Foundation can provide for the actual amount of funding. The Foundation
22 agrees to and shall perform its management services for the amount appropriated.

23 The City shall pay to the Foundation as compensation for Foundation's
24 management services a fee of Five Hundred Sixty-Nine Thousand Dollars (\$569,000) for
25 each fiscal year in years 2004-2009, which has been appropriated by the City Council.
26 Funding was reduced from the prior year and the Parties negotiated regarding the level of
27 services that the Foundation can provide for the actual amount of funding. The Foundation
28 agrees to and shall perform its management services for the amount appropriated for each

1 respective fiscal year.

2 The City shall pay to the Foundation as compensation for Foundation's
3 management services a fee of One Hundred Sixty-Nine Thousand Dollars (\$169,000) for
4 each fiscal year in years 2009-2015, which has been appropriated by the City Council.
5 Funding was reduced from the prior year and the Parties negotiated regarding the level of
6 services that the Foundation can provide for the actual amount of funding. The Foundation
7 agrees to and shall perform its management service for the amount appropriated for each
8 respective fiscal year.

9 The City shall pay to the Foundation as compensation for Foundation's
10 management services a fee of Three Hundred Nineteen Thousand Dollars (\$319,000) for
11 each fiscal year in years 2016-2018, which has been appropriated by the City Council. The
12 Foundation agrees to and shall perform its management service for the amount
13 appropriated.

14 The City shall pay to the Foundation as compensation for Foundation's
15 management services a fee of Three Hundred Sixty-Nine Thousand Dollars (\$369,000) for
16 fiscal year 2018-2020, which has been appropriated by the City Council. The Foundation
17 agrees to and shall perform its management service for the amount appropriated.

18 The City shall pay to the Foundation as compensation for Foundation's
19 management services a fee of Three Hundred Fifty Thousand Five Hundred Fifty Dollars
20 (\$350,550) for fiscal year 2020-2021, which has been appropriated by the City Council.
21 The Foundation agrees to and shall perform its management service for the amount
22 appropriated.

23 If funding is reduced in future fiscal years, during the term of this Agreement,
24 below the sum of Six Hundred Forty-Five Thousand Five Hundred Eighty-Five Dollars
25 (\$645,585), then the Parties agree to negotiate for a period of ninety (90) days regarding
26 the level of services that the Foundation can provide for the actual amount of funding. If
27 the Parties have not reached agreement at the end of the ninety day period, then
28 Foundation shall have the right to terminate this Agreement and the Lease by giving thirty

1 (30) days' notice of termination to the City.

2 The Parties further agree to negotiate for any increase in the fee in any future
3 year provided, however, that the fee shall be no greater than Six Hundred Sixty-Nine
4 Thousand Dollars (\$669,000) plus cumulative increases in the Consumer Price Index (All
5 Consumers) for Los Angeles-Riverside-Orange County with a base index year of 2003. If
6 the Parties reach agreement on an increase in the fee, then this Agreement shall be
7 amended with authorization of the City Council to reflect such increase."

8 2. Except as expressly amended herein, all terms and conditions in
9 Agreement No. 26174 are ratified and confirmed and shall remain in full force and effect.

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IN WITNESS WHEREOF, the Parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

LONG BEACH MUSEUM OF ART
FOUNDATION, a California nonprofit
public benefit corporation

December 8, 2020

By [Signature]
Name RONALD C. NELSON
Title DIRECTOR

December 8, 2020

By [Signature]
Name MATTHEW RABIN
Title PRESIDENT

"Foundation"

CITY OF LONG BEACH, a municipal
corporation

December 16, 2020

By [Signature]
City Manager
EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

"City"

This Eighteenth Amendment to Agreement No. 26174 is approved as to form
on Dec. 16, 2020.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy