

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 2018-2019, which has been appropriated by the City Council. The Foundation
17 agrees to and shall perform its management service for the amount appropriated.

18 If funding is reduced in future fiscal years, during the term of this Agreement,
19 below the sum of Six Hundred Forty-Five Thousand Five Hundred Eighty-Five Dollars
20 (\$645,585), then the Parties agree to negotiate for a period of ninety (90) days regarding
21 the level of services that the Foundation can provide for the actual amount of funding. If
22 the Parties have not reached agreement at the end of the ninety day period, then
23 Foundation shall have the right to terminate this Agreement and the Lease by giving thirty
24 (30) days' notice of termination to the City.

25 The Parties further agree to negotiate for any increase in the fee in any future
26 year provided, however, that the fee shall be no greater than Six Hundred Sixty-Nine
27 Thousand Dollars (\$669,000) plus cumulative increases in the Consumer Price Index (All
28 Consumers) for Los Angeles-Riverside-Orange County with a base index year of 2003. If

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 the Parties reach agreement on an increase in the fee, then this Agreement shall be
2 amended with authorization of the City Council to reflect such increase."

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

5 IN WITNESS WHEREOF, the Parties have caused this document to be duly
6 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

7
8
9 September 25, 2018

By Barbara Wilde
Name Barbara Wilde
Title Board President

10
11 9/25, 2018

By Marsha Jeffer
Name Marsha Jeffer
Title Treasurer Secretary

12 Tom Modica
13 Assistant City Manager

14 EXECUTED PURSUANT "Foundation"
15 TO SECTION 301 OF
16 THE CITY CHARTER

CITY OF LONG BEACH, a municipal
corporation

17 Sept. 28, 2018

By [Signature]
City Manager

"City"

18
19 This Sixteenth Amendment to Agreement No. 26174 is approved as to form
20 on September 26, 2018.
21

22 CHARLES PARKIN, City Attorney

23 By [Signature]
24 Deputy
25
26
27
28