



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           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 \_\_\_\_\_ 11-22- , 2019

By [Signature]  
Name MATHEW RABIN  
Title PRESIDENT, BOARD OF TRUSTEES

10  
11  
12 \_\_\_\_\_ 11-22- , 2019

By [Signature]  
Name RONALD C. NELSON  
Title EXECUTIVE DIRECTOR

"Foundation"

CITY OF LONG BEACH, a municipal  
corporation

13  
14  
15  
16  
17 \_\_\_\_\_ 12-11- , 2019

By [Signature]

EXECUTED PURSUANT  
TO SECTION 301 OF  
"C" THE CITY CHARTER

18  
19  
20 This Seventeenth Amendment to Agreement No. 26174 is approved as to  
21 form on 12-9 , 2019.

22  
23 CHARLES PARKIN, City Attorney

By [Signature]  
Deputy

24  
25  
26  
27  
28