

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

1 TWELFTH AMENDMENT TO AGREEMENT NO. 26174

2 **26174**

3 THIS TWELFTH AMENDMENT TO AGREEMENT NO. 26174 is made and  
4 entered, in duplicate, as of September 16, 2014 for reference purposes only, pursuant to  
5 a minute order adopted by the City Council of the City of Long Beach at its meeting on  
6 September 2, 2014, 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, the parties entered into Agreement No. 26174 whereby  
10 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 2014-2015;

13 NOW, THEREFORE, in consideration of the mutual terms and conditions in  
14 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  
16 entirety to read as follows:

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

1 appropriated for each 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  
7 Foundation agrees to and shall perform its management service for the amount  
8 appropriated for each respective fiscal year.

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

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

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

24 ///

25 ///

26 ///

27 ///

28 ///

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

12.19, 2015

By [Signature]  
Name ERWALD G. NELSON  
Title EXECUTIVE DIRECTOR

\_\_\_\_\_, 20\_\_

By [Signature]  
Name Katherine A. Ringle  
Title Foundation President

"Foundation"

CITY OF LONG BEACH, a municipal  
corporation

February 24, 2015

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

"City"

This Twelfth Amendment to Agreement No. 26174 is approved as to form on 2/10, 2015.

CHARLES PARKIN, City Attorney

By [Signature]  
Deputy