

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 NINTH AMENDMENT TO AGREEMENT NO. 26174

2 **26174**

3 THIS NINTH AMENDMENT TO AGREEMENT NO. 26174 is made and
4 entered, in duplicate, as of October 26, 2011 for reference purposes only, pursuant to a
5 minute order adopted by the City Council of the City of Long Beach at its meeting on
6 September 13, 2011, 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 2011-2012;

13 NOW, THEREFORE, in consideration of the mutual terms and conditions in
14 Agreement No. 26174 and in this Ninth 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 fiscal year 2004-2005, which has been appropriated by the City Council. Funding was
26 reduced from the prior year and the parties negotiated regarding the level of services that
27 the Foundation can provide for the actual amount of funding. The Foundation agrees to
28 and shall perform its management services for the amount appropriated for fiscal year

1 2004-2005.

2 The City shall pay to the Foundation as compensation for Foundation's
3 management services a fee of Five Hundred Sixty-Nine Thousand Dollars (\$569,000) for
4 fiscal year 2005-2006, which has been appropriated by the City Council. The Foundation
5 agrees to and shall perform its management service for the amount appropriated for
6 fiscal year 2005-2006.

7 The City shall pay to the Foundation as compensation for Foundation's
8 management services a fee of Five Hundred Sixty-Nine Thousand Dollars (\$569,000) for
9 fiscal year 2006-2007, which has been appropriated by the City Council. The Foundation
10 agrees to and shall perform its management service for the amount appropriated for
11 fiscal year 2006-2007.

12 The City shall pay to the Foundation as compensation for Foundation's
13 management services a fee of Five Hundred Sixty-Nine Thousand Dollars (\$569,000) for
14 fiscal year 2007-2008, which has been appropriated by the City Council. The Foundation
15 agrees to and shall perform its management service for the amount appropriated for
16 fiscal year 2007-2008.

17 The City shall pay to the Foundation as compensation for Foundation's
18 management services a fee of Five Hundred Sixty-Nine Thousand Dollars (\$569,000) for
19 fiscal year 2008-2009, which has been appropriated by the City Council. The Foundation
20 agrees to and shall perform its management service for the amount appropriated for
21 fiscal year 2008-2009.

22 The City shall pay to the Foundation as compensation for Foundation's
23 management services a fee of One Hundred Sixty-Nine Thousand Dollars (\$169,000) for
24 fiscal year 2009-2010, which has been appropriated by the City Council. Funding was
25 reduced from the prior year and the parties negotiated regarding the level of services that
26 the Foundation can provide for the actual amount of funding. The Foundation agrees to
27 and shall perform its management service for the amount appropriated for fiscal year
28 2009-2010.

1 The City shall pay to the Foundation as compensation for Foundation's
2 management services a fee of One Hundred Sixty-Nine Thousand Dollars (\$169,000) for
3 fiscal year 2010-2011, which has been appropriated by the City Council. The Foundation
4 agrees to and shall perform its management service for the amount appropriated for
5 fiscal year 2010-2011.

6 The City shall pay to the Foundation as compensation for Foundation's
7 management services a fee of One Hundred Sixty-Nine Thousand Dollars (\$169,000) for
8 fiscal year 2011-2012, which has been appropriated by the City Council. The Foundation
9 agrees to and shall perform its management service for the amount appropriated for
10 fiscal year 2011-2012.

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

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

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

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

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

6 By [Signature]
7 President
8 Anis Sullivan
9 Type or Print Name

10 By [Signature]
11 Secretary
12 PAMELA M. MUNZEN
13 Type or Print Name

14 "Foundation"

15 CITY OF LONG BEACH, a municipal
16 corporation

17 By [Signature] Assistant City Manager
18 City Manager

19 "City"

20 EXECUTED PURSUANT
21 TO SECTION 301 OF
22 THE CITY CHARTER.

23 This Ninth Amendment to Agreement No. 26174 is approved as to form on

24 11/7, 2011.

25 ROBERT E. SHANNON, City Attorney

26 By [Signature]
27 Deputy

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