

FIFTEENTH AMENDMENT TO AGREEMENT NO. 26174

**26174**

THIS FIFTEENTH AMENDMENT TO AGREEMENT NO. 26174 is made and entered, in duplicate, as of October 4, 2017 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on September 5, 2017, by and between the LONG BEACH MUSEUM OF ART FOUNDATION, a California nonprofit public benefit corporation ("Foundation"), and the CITY OF LONG BEACH, a municipal corporation ("City").

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

WHEREAS, the Parties desire to amend the Agreement to reflect the compensation paid to Foundation for fiscal year 2017-2018;

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

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

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

The City shall pay to the Foundation as compensation for Foundation's management services a fee of Five Hundred Sixty-Nine Thousand Dollars (\$569,000) for each fiscal year in years 2004-2009, which has been appropriated by the City Council. Funding was reduced from the prior year and the Parties negotiated regarding the level of services that the Foundation can provide for the actual amount of funding. The Foundation 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           If funding is reduced in future fiscal years, during the term of this Agreement,  
15 below the sum of Six Hundred Forty-Five Thousand Five Hundred Eighty-Five Dollars  
16 (\$645,585), then the Parties agree to negotiate for a period of ninety (90) days regarding  
17 the level of services that the Foundation can provide for the actual amount of funding. If  
18 the Parties have not reached agreement at the end of the ninety day period, then  
19 Foundation shall have the right to terminate this Agreement and the Lease by giving thirty  
20 (30) days' notice of termination to the City.

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

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

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

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 October 7, 2017

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

7 October 7, 2017

By [Signature]  
Name Barbara Wilde  
Title Board president

8 "Foundation"

9 CITY OF LONG BEACH, a municipal  
10 corporation

11 October 16, 2017

By [Signature]  
City Manager

13 "City"

Assistant City Manager  
EXECUTED PURSUANT  
TO SECTION 901 OF  
THE CITY CHARTER

14 This Fifteenth Amendment to Agreement No: 2014-15 approved as to form  
15 on 10/10, 2017.

16 CHARLES PARKIN, City Attorney

17 By [Signature]  
Deputy