

FOURTEENTH AMENDMENT TO AGREEMENT NO. 26174

26174

THIS FOURTEENTH AMENDMENT TO AGREEMENT NO. 26174 is made and entered, in duplicate, as of December 1, 2016 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 13, 2016, 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, 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 2016-2017;

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 2016-2017, which has been appropriated by the City Council.
12 Funding was increased from the prior year and the parties negotiated regarding the level
13 of services that the Foundation can provide for the actual amount of funding. The
14 Foundation agrees to and shall perform its management service for the amount
15 appropriated.

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

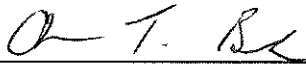
23 The parties further agree to negotiate for any increase in the fee in any future
24 year provided, however, that the fee shall be no greater than Six Hundred Sixty-Nine
25 Thousand Dollars (\$669,000) plus cumulative increases in the Consumer Price Index (All
26 Consumers) for Los Angeles-Riverside-Orange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

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


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

DECEMBER 29, 2016

By 
Name OLIVER T. BROOKS
Title PRESIDENT, BOARD OF TRUSTEES

DECEMBER 29, 2016

By 
Name RONALD C. NELSON
Title EXECUTIVE DIRECTOR

"Foundation"

CITY OF LONG BEACH, a municipal
corporation


1/5/17, 2016

By 
City Manager

"City"

This Fourteenth Amendment to Agreement No. 26174 is approved as to form
on 1/3/17, 2016.

CHARLES PARKIN, City Attorney

By 
Deputy