

ELEVENTH AMENDMENT TO AGREEMENT NO. 26174

26174

THIS ELEVENTH AMENDMENT TO AGREEMENT NO. 26174 is made and entered, in duplicate, as of September 16, 2013 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 10, 2013, 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 2013-2014;

NOW, THEREFORE, in consideration of the mutual terms and conditions in Agreement No. 26174 and in this Eleventh 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

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 2009-2014, 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.

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

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

Sept 24, 2013, 2013

By [Signature]
Name ANNA SULLIVAN
Title PRESIDENT BOARD

_____, 2013

By _____
Name Roberta Jenkins
Title Vice Pres.

"Foundation"

CITY OF LONG BEACH, a municipal
corporation

10.15, 2013

By [Signature] Assistant City Manager
City Manager

"City"

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

This Eleventh Amendment to Agreement No. 26174 is approved as to form
on 10/8, 2013.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy