

SECOND AMENDMENT TO
THEATER FACILITY MANAGEMENT SERVICES AGREEMENT
ROSE CENTER THEATER

Friends of the Abbey Centre

THIS SECOND THEATER FACILITY MANAGEMENT SERVICES AGREEMENT (“Second Amendment”) is dated this ____ day of May, 2026, by and between the CITY OF WESTMINSTER, a municipal corporation (“City”) and the FRIENDS OF THE ABBEY CENTRE, INC. dba FRIENDS OF THE ROSE CENTER THEATER, a California non-profit 501(c)(3) corporation (“Friends”). City and Friends are jointly referred to as the Parties.

RECITALS

- A. On July 10, 2019, the Parties entered into an agreement for Friends to operate portions of the Westminster Rose Center (“Center”) including the Theater and Art Gallery areas of the Center for the benefit of the community, and to maintain other designated space within the Center in relation to providing such services (“Original Agreement”). The Original Agreement had a term ending in 2024, unless extended.
- B. The City is in the process of determining the future management of the Center.
- C. On December 19, 2025, the City and Friends extended the term of the Original Agreement through June 30, 2026, with one City Council option to extend for a period of the City’s choosing up to three (3) additional months beyond the end of the term of the Agreement, and that Friends agrees to pay the City \$5,000 per month (the “First Amendment”).
- D. The City and Friends now desire to further extend the Agreement through December 31, 2026.

NOW, THEREFORE, the Parties amend the Original Agreement as follows:

- 1. Section 7 is hereby amended in its entirety and replaced with the following:

“7. Term. This contract shall commence on the Effective Date and will continue until December 31, 2026, unless it is terminated earlier or extended as provided in this Agreement (“the Term”).” By no later than the last day of the Term, Friends shall have fully vacated the Center; any property left at the Center after the end of the Term shall be considered abandoned property and the City may use or dispose of such property as it sees fit.

- 3. Section 9 is hereby amended in its entirety and replaced with the following:

“9. Compensation. For the term of this Agreement through December 31, 2026, plus the option period, the consideration is the mutual promises and obligations of each party as set forth in this Agreement. Beginning January 1, 2026, Friends

agrees to pay five thousand dollars (\$5,000) monthly to the City for all theater usage, including for-profit rental agreements and non-profit rental agreements.”

4. Except as specifically modified herein, all of the terms, conditions and provisions of the Original Agreement shall remain in full forth and effect.

IN WITNESS WHEREOF, the City and Friends have executed this First Amendment to as of the date set forth above.

CITY OF WESTMINSTER
a California municipal corporation

By: _____
Christine Cordon, City Manager

APPROVED AS TO FORM:

By: _____
Scott Porter
City Attorney

FRIENDS OF ROSE CENTER
a California nonprofit corporation

By: _____
Timothy Nelson
Executive Director