

SIXTH AMENDMENT TO AGREEMENT NO. 26174

**26174**

THIS SIXTH AMENDMENT TO AGREEMENT NO. 26174 is made and entered, in duplicate, as of September 10, 2008 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 9, 2008, by and between the LONG BEACH MUSEUM OF ART FOUNDATION ("Foundation") and the CITY OF LONG BEACH ("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 2008-2009;

NOW, THEREFORE, in consideration of the mutual terms and conditions in Agreement No. 26174 and in this Sixth 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's 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 fiscal year 2004-2005, which has been appropriated by the City's 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 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's City Council. The  
5 Foundation agrees to and shall perform its management service for the amount  
6 appropriated for 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's City Council. The  
10 Foundation agrees to and shall perform its management service for the amount  
11 appropriated for 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's City Council. The  
15 Foundation agrees to and shall perform its management service for the amount  
16 appropriated for 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's City Council. The  
20 Foundation agrees to and shall perform its management service for the amount  
21 appropriated for fiscal year 2008-2009.

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

OFFICE OF THE CITY ATTORNEY  
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Long Beach, CA 90802-4664

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

September 29, 2008 By Roberta Jenkins

President

ROBERTA JENKINS

Type or Print Name

September 29, 2008 By [Signature]

Secretary

ADAM SULLIVAN

Type or Print Name

"Foundation"

CITY OF LONG BEACH, a municipal corporation

Oct 17, 2008 By [Signature] Assistant City Manager

City Manager

"City"

**EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.**

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

October 6, 2008.

ROBERT E. SHANNON, City Attorney

By [Signature]  
Deputy