

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 Council. The Foundation
5 agrees to and shall perform its management service for the amount appropriated for
6 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 Council. The Foundation
10 agrees to and shall perform its management service for the amount appropriated for
11 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 Council. The Foundation
15 agrees to and shall perform its management service for the amount appropriated for
16 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 Council. The Foundation
20 agrees to and shall perform its management service for the amount appropriated for
21 fiscal year 2008-2009.

22 The City shall pay to the Foundation as compensation for Foundation's
23 management services a fee of One Hundred Sixty-Nine Thousand Dollars (\$169,000) for
24 fiscal year 2009-2010, which has been appropriated by the City Council. Funding was
25 reduced from the prior year and the parties negotiated regarding the level of services that
26 the Foundation can provide for the actual amount of funding. The Foundation agrees to
27 and shall perform its management service for the amount appropriated for fiscal year
28 2009-2010.

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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

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

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

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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

January 19, 2010

By Roberta Jenkins
President
ROBERTA JENKINS
Type or Print Name

Jan 19, 2010

By [Signature]
Secretary
ANITA SULLIVAN
Type or Print Name

"Foundation"

CITY OF LONG BEACH, a municipal corporation

Jan 29, 2010

By [Signature]
Assistant City Manager
City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"City"

This Seventh Amendment to Agreement No. 26174 is approved as to form on 1/22, 2010.

ROBERT E. SHANNON, City Attorney

By [Signature]
Deputy

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