Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

AGREEMENT

29516

THIS AGREEMENT is made and entered, in duplicate, as of February 23, 2006 for reference purposes only, pursuant to a minute order of the City Council of the City of Long Beach at its meeting on February 21, 2006, by and between LARRY CURTIS, an individual ("Curtis"), and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, Curtis performs specialized services requiring unique skills as a conductor and music director; and

WHEREAS, City requires the type of services performed by Curtis and desires to hire Curtis to perform them; and

WHEREAS, Curtis is willing and able to perform these services for City on the terms and conditions stated in this Agreement;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions in this Agreement, the parties agree as follows:

SECTION 1. Curtis shall furnish services for City's Municipal Band in accordance with the standards of the profession and as set forth in Exhibit "A" attached and incorporated by this reference, not to exceed $54,000.

City shall pay Curtis following receipt by City of both Curtis' invoice showing the number of rehearsals and concerts performed per week in the preceding month and a monthly report updating Curtis' progress on goals and scope of services stated in this Agreement.

City shall pay Curtis on the following schedule provided, however, that Curtis has performed in accordance with Exhibit "A" and has submitted the invoices and reports described above: 1) on or before July 1, 2006, City shall pay to Curtis up to but no more than $10,500 for "pre-season" services following receipt by the City of invoices from Curtis for such services; 2) City shall pay to Curtis $4,550 per week for services related to rehearsals and concert performances on or before the Monday following the

last concert of the season; and 3) City shall pay to Curtis $7,100 for "post-season" services.

SECTION 2. The term of this Agreement shall commence at 12:01 a.m. on January 1, 2006, and shall terminate at midnight on December 31, 2006, unless sooner terminated as provided in this Agreement.

City and Curtis shall have the option, by mutual consent, to extend the term of this Agreement for two (2) consecutive periods of one (1) year each by amendment of this Agreement.

SECTION 3. In performing these services, Curtis is and shall act as an independent contractor and not an employee, representative, or agent of City. Curtis shall be free to contract for similar services with others during the term of this Agreement provided that the other contracts do not interfere with performance of this Agreement. Curtis acknowledges and agrees that a) City will not withhold taxes of any kind from Curtis' compensation, b) City will not secure workers' compensation or pay unemployment insurance to, for or on Curtis' behalf, and c) City will not provide and

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its officials, employees, and agents shall be named as additional insureds by endorsement equivalent in scope to IOS form CG 20 10 11 85 or CG 20 26 11 85 and this insurance shall contain no special limitations on the scope of protection given to the City.

(b) Workers' Compensation insurance as required by the Labor Code of the State of California.

(c) Automobile liability insurance (equivalent in scope to ISO form CA 00 01 06 92) covering Auto Symbol 1 (Any Auto) in an amount not less than $500,000 combined single limit per accident.

Each insurance policy shall be endorsed to state that coverage shall not be reduced, non-renewed, or cancelled except after thirty (30) days' prior written notice to City, and shall be primary and not contributing to any other insurance or self-insurance maintained by City. Curtis shall notify the City in writing within five (5) days after any insurance has been voided by the insurer or cancelled by the insured.

Prior to the start of performance, Curtis shall deliver to City certificates of insurance and original endorsements for approval as to sufficiency and form. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. In addition, Curtis shall furnish to City certificates and endorsements for renewal coverage, within thirty (30) days prior to expiration of the insurance. "Claims made" policies of insurance are not acceptable unless the City Risk Manager determines that "occurrence" policies are not available in the market for the risk being insured. If a "claims made" policy is accepted, it must provide for an extended reporting period of not less than 180 days. Such insurance as required herein shall not be deemed to limit Curtis' liability under this Agreement. City reserves the right to require complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall only be made with the written approval of the City Risk Manager.

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SECTION 5. This Agreement contemplates the personal services of Curtis, and the parties acknowledge that a substantial inducement to City for entering this Agreement was and is the professional reputation and competence of Curtis. Curtis shall not assign his rights or delegate his duties under this Agreement, or any interest in or any portion of this Agreement without the prior written consent of City. Any attempted assignment or delegation shall be void, and any assignee or delegate shall acquire no right or interest by reason of such attempted assignment or delegation.

Agreement.

SECTION 17. The City will attempt to include the caption "Larry Curtis, Conductor" in all advertising relating to the performances of the Long Beach Municipal Band in 2006.

SECTION 18. Curtis acknowledges and agrees that the services to be performed do not constitute a peculiar risk of bodily harm and that no special precautions are required to perform these services.

SECTION 19. This Agreement is intended by the parties to benefit themselves only and is not in any way intended or designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind that is not a party to this Agreement.

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.

2-24-06, 2006

LARRY CURTIS, an individual

"Curtis"

CITY OF LONG BEACH, a municipal corporation

3-7, 2006

By _____
City Manager

"City"

This Agreement is approved as to form on 2/28, 2006.

ROBERT E. SHANNON, City Attorney

By _____
Senior Deputy

DFG:2-1-06;2-14-06(AGR Curtis)99-05870
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EXHIBIT "A"

SCOPE OF SERVICES

Curtis shall timely perform the following services:

1. Develop a program of music for the concert band, studio band and vocalists to be performed 4 nights per week for a minimum of 4 weeks to a maximum of 8 weeks, as determined and scheduled by the City.

2. Assist with recruitment, selection and scheduling of all musicians.

has been rented to the lessor, preparing written feedback from all personnel working with the Municipal Band, reviewing and approving all receipts, requests for reimbursement, billings and direct payments, and completing an evaluation of the season.

In performing the above described services and other services stated in the Agreement, Curtis shall coordinate the City's Municipal Band program with the Bureau Manager.