

Robert E. Shannon
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1 FIRST AMENDMENT TO AGREEMENT NO. 29516

2 **29516**

3 THIS FIRST AMENDMENT TO AGREEMENT NO. 29516 is made and
4 entered, in duplicate, as of April 5, 2007 for reference purposes only, pursuant to a minute
5 order of the City Council of the City of Long Beach at its meeting on April 3, 2007, by and
6 between LARRY CURTIS, an individual ("Curtis"), and the CITY OF LONG BEACH ("City").

7 WHEREAS, the parties entered Agreement No. 29516 whereby Curtis agreed
8 to provide services as a conductor and music director; and

9 WHEREAS, the parties desire to extend the term of the Agreement and
10 increase the salary payable to Curtis;

11 NOW, THEREFORE, in consideration of the mutual terms and conditions in
12 Agreement No. 29516, the parties agree as follows:

13 1. Section 1 of Agreement No. 29516 is hereby amended to read:

14 "Curtis shall furnish services for City's Municipal Band in accordance with the
15 standards of the profession and as set forth in Exhibit "A" attached and incorporated by this
16 reference, not to exceed \$59,000.00 (Fifty-Nine Thousand Dollars).

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

21 City shall pay Curtis on the following schedule provided, however, that Curtis
22 has performed in accordance with Exhibit "A" and has submitted the invoices and reports
23 described above: 1) on or before July 1, 2007, City shall pay to Curtis up to but no more
24 than \$12,500.00 for 'pre-season' services following receipt by the City of invoices from
25 Curtis for such services; 2) City shall pay to Curtis \$4,800.00 per week for services related
26 to rehearsals and concert performances on or before the Monday following the last concert
27 of the season; and; 3) City shall pay to Curtis \$8,100.00 for "post-season" services.

28 2. Section 2 of Agreement No. 29516 is hereby amended to read as follows:

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1 "Section 2. The term of this Agreement shall commence at 12:01 a.m. on
2 January 1, 2007, and shall terminate at midnight on December 31, 2007, unless sooner
3 terminated as provided in this Agreement.

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

7 3. Except as expressly amended herein, all of the terms and conditions in
8 Agreement No. 29516 are ratified and confirmed and shall remain in full force and effect.

9 IN WITNESS WHEREOF, the parties have caused this document to be duly
10 executed with all formalities required by law as of the date first stated above.

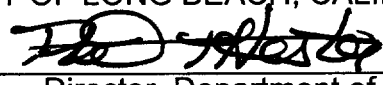
11 3-15, 2007


LARRY CURTIS, an individual

"Curtis"

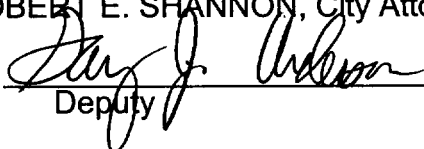
RECREATION COMMISSION OF THE
CITY OF LONG BEACH, CALIFORNIA

12
13
14
15 9-4, 2007

By 
Director, Department of Parks,
Recreation and Marine

"City"

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18 This First Amendment to Agreement No. 29516 is approved as to form on
19 March 19, 2007

ROBERT E. SHANNON, City Attorney
By 
Deputy

CITY OF LONG BEACH, a municipal
Corporation

20
21
22
23
24
25 June 1, 2007

ASSISTANT
By 
City Manager

"City"

**EXECUTED PURSUAN
TO SECTION 301 0
THE CITY CHARTER**

26
27 GJA:3-7-07(1stAmd#29516Curtis)07-00972
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28

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, technical crew, personnel assistant, librarian and vocalists.
3. Meet with the Community Enrichment Programs Bureau Manager of the City's Department of Parks, Recreation and Marine, or designee(s), ("Bureau Manager") as needed on issues relating to the Municipal Band.
4. Find space for rehearsals by lease, sublease, or permit and submit the location and terms to the City for approval by the City Council.
5. Submit all requests for expenditures relating to the Municipal Band to the Bureau Manager.
6. Perform "pre-season" services including but not limited to engaging band members, crew members, and vocalists, purchasing equipment, supplies, materials and the like for rehearsals and performances, selecting sites for concerts (with the prior approval of the City), developing a plan to set-up for the concerts, arranging to transport and secure equipment, preparing an inventory of existing equipment for the Bureau Manager, assisting with marketing and fund-raising activities, selecting and purchasing music and arrangements for the first half of the season's concerts, and scheduling and holding the first rehearsal.
7. Arrange, supervise, plan and conduct 4 band concerts per week (Tuesday through Friday) for a minimum of 4 weeks to a maximum of 8 weeks, at sites approved by the City. Be responsible to see that all City employees working on the concerts submit time cards to the Bureau Manager by Friday of each week during the concert season.
8. Perform "post-season" service including but not limited to removing equipment from vehicles used to transport it and returning the equipment to storage, verifying the existing inventory of the equipment, returning equipment that

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.