



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

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

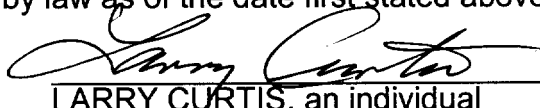
"Section 2. The term of this Agreement shall commence at 12:01 a.m. on January 1, 2008, and shall terminate at midnight on December 31, 2008, unless sooner terminated as provided in this Agreement.

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."

3. Except as expressly amended herein, all of the terms and conditions in Agreement No. 29516 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.

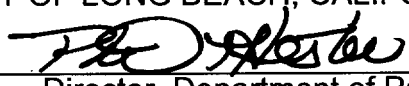
May 28, 2008

  
LARRY CURTIS, an individual

"Curtis"

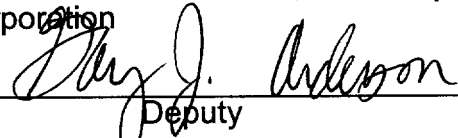
RECREATION COMMISSION OF THE  
CITY OF LONG BEACH, CALIFORNIA

5-29-, 2008

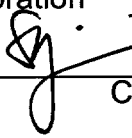
By:   
Director, Department of Parks,  
Recreation and Marine

This Second Amendment to Agreement No. 29516 is approved as to form  
on May 28, 2008

CITY OF LONG BEACH, A municipal  
Corporation

By:   
Deputy

CITY OF LONG BEACH, a municipal  
Corporation

By:  Assistant City Manager  
City Manager

"City"

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

## 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.