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

SECOND AMENDMENT TO AGREEMENT NO. 29516

THIS SECOND AMENDEMENT TO AGREEMENT NO. 29516 is made and entered, in duplicate, as of January 10, 2008 for reference purposes only, pursuant to a minute order of the City Council of the City of Long Beach at its meeting on February 12, 2008, by and between LARRY CURTIS, an individual ("Curtis"), and the CITY OF LONG BEACH ("City").

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

WHEREAS, the parties desire to extend the term of the Agreement;

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

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

"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 \$59,000.00 (Fifty-Nine Thousand Dollars).

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 that Curtis has performed in accordance with Exhibit "A" and has submitted the invoices and reports described above: 1) on or before July 1, 2008, City shall pay to Curtis up to but no more than \$12,500.00 for 'pre-season' services following receipt by the City of invoices from Curtis for such services; 2) City shall pay Curtis \$4,800.00 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 \$8,100.00 for 'post-season' services."

GA:lkm 07-05698/2nd Amd.

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2	"Section 2. The term of this Agreement shall commence at 12:01 a.m. or
3	January 1, 2008, and shall terminate at midnight on December 31, 2008, unless soone
4	terminated as provided in this Agreement.
5	City and Curtis shall have the option, by mutual consent, to extend the term
6	of this Agreement for two (2) consecutive periods of one (1) year each by amendment or
7	this Agreement."
8	3. Except as expressly amended herein, all of the terms and conditions in
9	Agreement No. 29516 are ratified and confirmed and shall remain in full force and effect.
10	IN WITNESS WHEREOF, the parties have caused this document to be duly
11	executed with all formalities required by law as of the date first stated above.
12	May 28, 2008 Anny Center
13	LARRY CURTIS, an individual
14	"Curtis"
15	RECREATION COMMISSION OF THE CITY OF LONG BEACH, CALIFORNIA
16	5-29- ,2008 By: 120 1800 1800 1800 1800 1800 1800 1800
17	Director, Department of Parks, Recreation and Marine
18	This Second Amendment to Agreement No. 29516 is approved as to form
19	M4478
20	οη <u>γίας εδ</u> , 2008 CITY OF LONG BEACH, A municipal
21	Corporation
22	By: My . Willyon Deputy
23	CITY OF LONG BEACH, a municipal
24	Corporation
25	By: Assistant City Manager City Manager
26	EXECUTED PURSUANT
27	"City" TO SECTION 301 OF THE CITY-CHARTER.
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2. Section 2 of Agreement No. 29516 is hereby amended to read as follows:

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.