

1 SECOND AMENDMENT TO AGREEMENT NO. 31016

2 **31016**

3 THIS SECOND AMENDMENT TO AGREEMENT NO. 31016 is made and
4 entered, in duplicate, as of April 1, 2011, for reference purposes only, pursuant to a
5 minute order of the City Council of the City of Long Beach at its meeting on February 3,
6 2009 by and between LARRY CURTIS, an individual ("Curtis"), and the CITY OF LONG
7 BEACH ("City").

8 WHEREAS, the parties entered Agreement No. 31016 whereby Curtis
9 agreed to provide services as a conductor and music director; and

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

11 NOW, THEREFORE, in consideration of the mutual terms and conditions in
12 Agreement No. 31016, the parties agree as follows:

13 1. Section 1 of Agreement No. 31016 is hereby amended to read as
14 follows:

15 "SECTION 1. Curtis shall furnish services for City's Municipal Band in
16 accordance with the standards of the profession and as set forth in Exhibit "A" attached
17 and incorporated by this reference, not to exceed Fifty-Nine Thousand Dollars (\$59,000).

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

22 City shall pay Curtis on the following schedule provided, however, that
23 Curtis has performed in accordance with Exhibit "A" and has submitted the invoices and
24 reports described above: 1) on or before July 1, 2011, City shall pay to Curtis up to but
25 no more than Eleven Thousand Eight Hundred Seventy-Five Dollars (\$11,875) for "pre-
26 season" services following receipt by the City of invoices from Curtis for such services; 2)
27 City shall pay to Curtis Four Thousand Five Hundred Sixty Dollars (\$4,560) per week for
28 services related to rehearsals and concert performances on or before the Monday

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

1 following the last concert of the season; and 3) City shall pay to Curtis Seven Thousand
2 Six Hundred Ninety-Five Dollars (\$7,695) for "post-season" services."

3 2. Section 2 of Agreement No. 31016 is hereby amended to read as
4 follows:

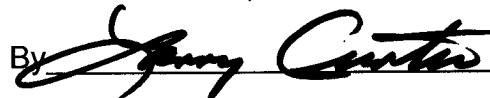
5 "SECTION 2. The term of this Agreement shall commence at 12:01 a.m. on
6 January 1, 2009, and shall terminate at midnight on September 30, 2011, unless sooner
7 terminated as provided in this Agreement."

8 3. Except as expressly amended herein, all of the terms and conditions in
9 Agreement No. 31016 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
13
14 2-12-11, 2011

LARRY CURTIS, an individual

By 

LARRY CURTIS
Type or Print Name

"Curtis"

CITY OF LONG BEACH, A Municipal
Corporation
Assistant City Manager

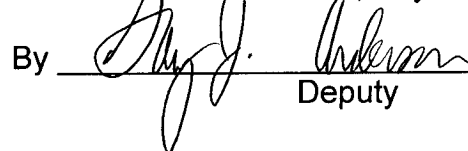
15
16
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19
20 4.5, 2011

By 
EXECUTED PURSUANT
TO SECTION 901 OF
THE CITY CHARTER.
City Manager

"City"

21
22
23 This Second Amendment to Agreement No. 31016 is approved as to form
24 on February 17, 2011.

25
26 ROBERT E. SHANNON, City Attorney

27 By 
Deputy