



AGENDA REPORT

Meeting Date: July 22, 2010
Item Number: F-7
To: Honorable Mayor & City Council
From: Cheryl Friedling, Deputy City Manager for Public Affairs
Subject: APPROVAL OF AN AGREEMENT WITH D.C. BERRIDGE, LLC DBA BEST EVENTS TO PROVIDE TALENT FOR 9.02.10 DAY; AND
APPROPRIATION OF FUNDS IN THE AMOUNT OF \$75,000 FOR TALENT PROCUREMENT SERVICES FOR THE 9.02.10 EVENT; AND
APPROVAL OF A PURCHASE ORDER IN A NOT-TO-EXCEED AMOUNT OF \$75,000 TO D.C.BERRIDGE, LLC. FOR THESE SERVICES.
Attachments: 1. Agreement

RECOMMENDATION

It is recommended that the City Council move to approve an appropriation in the amount of \$75,000 and the agreement with D.C. Berridge, LLC for entertainment procurement for the 9.02.10 event.

INTRODUCTION

The City's 9.02.10 Event will occur on September 2, 2010, and will feature a variety of entertainment and activities commemorating the Beverly Hills community on the date that matches our unique zip code.

DISCUSSION

The City Council appropriated \$75,000 towards the procurement of a marquee talent to showcase the 9.02.10 event, with the stipulation that the first \$75,000 in ticket sales be returned to the City.

Since that time, Mayor Delshad has raised over \$100,000 in sponsorship commitments from private individuals and local organizations. The Mayor and staff are following up on these commitments to secure the contributions.

At this time, the City's partner - Best Events (dba D.C. Berridge, LLC) requires the City's contribution of \$75,000 to finalize the contract with an entertainer, thereby requiring approval of this agreement.

FISCAL IMPACT

Due to the Mayor's fundraising, the impact to the City will be cost-neutral, as sufficient funds have been raised privately to defray the City's contribution of \$75,000.



Scott Miller
Finance Approval

Cheryl Friedling 

Approved By

Attachment 1

Agreement

AGREEMENT BETWEEN CITY OF BEVERLY HILLS AND DC
BERRIDGE LLC DBA BEST EVENTS TO PROVIDE
TALENT FOR 9.02.10 DAY

THIS AGREEMENT is made and entered by and between the City of Beverly Hills, a municipal corporation ("City"), and DC Berridge dba Best Events, LLC ("Agent").

RECITALS

WHEREAS, Agent is assisting City with the implementation of the 9.02.10 Beverly Hills Celebration Event ("Event") to be held at 9900 Wilshire Boulevard in the City of Beverly Hills;

WHEREAS, the Event is to be held in conjunction with the "Taste of Beverly Hills" a four-day event celebrating all things epicurean being presented by Agent;

WHEREAS, Agent is procuring the entertainment for the Event on behalf of City;

NOW, THEREFORE, in consideration of the mutual covenants of the parties hereto, it is agreed as follows:

Section 1. City shall provide Agent with the sum of Seventy-Five Thousand and no/100ths Dollars (\$75,000) (hereinafter "Funds") for the use of procuring entertainment for the Event. Said entertainment shall be approved in advance by the Deputy City Manager for Public Affairs ("DCM"). If otherwise approved in advance by the DCM, the Funds may be utilized to underwrite City's other costs for staging the Event. If the circumstances should arise that the Event does not occur, Agent shall return any Funds to the City not utilized or otherwise contractually expended within five business days of City's request for the return of such Funds.

Section 2. Agent will invoice City and City will pay invoice in an amount upon 20 days of receipt. The invoice amount shall not exceed \$75,000.

Section 3. This Agreement shall not be assigned by Agent without the written consent of City and represents the entire and integrated agreement between City and Agent. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provisions or breach hereof waived, except in a writing signed by the parties. The City is not obligated or liable under this Agreement to any party other than Agent. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 4. Agent shall maintain Workers' Compensation insurance as required by law. 

EXECUTED the _____ day of _____ 2010, at Beverly Hills,
California.

CITY OF BEVERLY HILLS
A Municipal Corporation

JIMMY DELSHAD
Mayor of the City of Beverly Hills,
California

ATTEST:

BYRON POPE
City Clerk

DC BERRIDGE dba BEST EVENTS,
LLC



JEFFREY BEST *Manager*
~~President and Chief Executive Officer~~

APPROVED AS TO FORM



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT

JEFFREY KOLIN
City Manager



CHERYL FRIEDLING
Deputy City Manager



KARL KIRKMAN
Risk Manager