



## AGENDA REPORT

**Meeting Date:** August 17, 2010  
**Item Number:** E-3  
**To:** Honorable Mayor & City Council  
**From:** Cheryl Friedling, Deputy City Manager for Public Affairs  
**Subject:** UPDATE ON 9.02.10 EVENT AND AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND DC BERRIDGE LLC D.B.A. BEST EVENTS TO PROVIDE EVENT SERVICES FOR 9.02.10 DAY  
**Attachments:** 1. Agreement

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### **RECOMMENDATION**

It is recommended that the City Council receive a status report regarding the 9.02.10 event, including program elements, promotional initiatives, budget updates and ticket sales to date.

Staff also recommends the approval of a contract with D.C. Berridge, LLC (DBA Best Events) regarding the terms of agreement for 9.02.10 Day and Taste of Beverly Hills. This contract provides for an exchange of services between the City and D.C. Berridge, LLC to facilitate both events.

### **INTRODUCTION**

The City's 9.02.10 event will occur on September 2, 2010, and will be held on the Robinsons-May parking structure. The Taste of Beverly Hills (sponsored by Best Events) will be held from September 3-5 at the same location.

## **DISCUSSION**

By co-locating the 9.02.10 event with the Taste of Beverly Hills event, the City is provided with a variety of infrastructure and services, including the venue, tenting, booth setup, staging, electrical, refrigeration, and more.

In return, Best Events receives support from the City as it relates to issuance of special event permits and provision of public safety personnel, transportation services, street banners and promotional support.

## **FISCAL IMPACT**

A variety of corporate, civic and charitable organizations have contributed to the 9.02.10 event. As of August 10, the City has received financial commitments from 12 individuals and sponsoring organizations. City staff is collecting these contributions from those generous donors.

Staff will provide current budget information to the City Council demonstrating how those sponsorships are being utilized to achieve the goal of an event that is totally cost-neutral to the Beverly Hills taxpayers and city government organization.

The City Council approved \$25,000 in costs for public safety personnel (Police, Fire and Traffic Control). The City is also providing event permits, transportation services and promotional support to support the entire 4-days of events. The City Council will be provided with an update on these costs, as well as efforts to utilize sponsorship donations to cover any service costs which exceed the \$25,000 Council allocation.

Finally, the City Council approved \$75,000 in 'investment costs' to fund initial expenses associated with the 9.02.10 event, with the guarantee that incoming event ticket sales would return these funds to the City. The City Council will be provided with an update on how sponsorship funds will be used to finance the event and minimize – or reduce altogether – the need to utilize the Council's allocation of \$75,000.

  
\_\_\_\_\_  
Scott Miller  
Finance Approval

\_\_\_\_\_  
Cheryl Friedling  
Approved By 

# **Attachment 1**

## Agreement

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS  
AND DC BERRIDGE LLC D.B.A. BEST EVENTS TO  
PROVIDE EVENT SERVICES FOR 9.02.10 DAY

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and DC Berridge LLC d.b.a. Best Events (hereinafter called "Best Events").

RECITALS

A. Best Events is the event planner for the "Taste of Beverly Hills", an event celebrating all things epicurean in the City of Beverly Hills to be held on September 3 through September 5, 2010.

B. As part of the Taste of Beverly Hills, Best Events along with the City will produce "9.02.10 Day" an exclusive event celebrating the City's famed zip code and a kick-off to the Taste of Beverly Hills.

C. The parties desire to outline each entity's respective services and goods for the Taste of Beverly Hills including services provided by Best Events for 9.02.10 Day.

NOW, THEREFORE, for valuable consideration of which the parties hereby acknowledge, the City and Best Events agree as follows:

Section 1. Services. The services and goods to be provided by Best Events are set forth in Exhibit A ("Services") and relate to the production of 9.02.10 Day. Any changes in the Services must be made in writing and approved by Best Events and City.

Section 2. Responsible Principal(s). D. C. Berridge LLC d.b.a. Best Events shall be principally responsible for Best Events' obligations under this Agreement and shall serve as principal liaison between City and Best Events. The Deputy City Manager for Public Affairs shall be principally responsible for City's obligations under this Agreement and shall administer the terms of this Agreement on behalf of City.

Section 3. Personnel and Equipment. Best Events represents that it has, or shall secure at its own expense, all personnel, services, vendors and equipment required to perform the Services under this Agreement and all personnel engaged in the work shall be qualified to perform such Services. City shall not be obligated under this Agreement to any party other than Best Events. City acknowledges that Best Events has not engaged the any performer, lighting technician, event producers, sound technicians, pyrotechnic companies and all related material and equipment including labor for the musical performance on September 2, 2010.

Section 4. Conflict of Interests. Best Events affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Services contemplated by this Agreement. No person having any such interest shall be employed by or be associated with Best Events.

Section 5. Insurance. Best Events shall at all times during the term of this Agreement shall carry, maintain, and keep in full force and effect, insurance as follows: (i) Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars

(\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by Best Events; (ii) Comprehensive Vehicle Liability insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by Best Events in performing the Services required by this Agreement; (iii) workers' compensation as required by the state of California; (iv) liquor liability insurance with a minimum limit of \$1,000,000 per occurrence.

The policies shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide and Best Events shall maintain on file with the City Clerk (prior to commencement of event) a certificate of insurance on the form set forth in Exhibit B, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. The insurance (except workers compensation) shall contain an endorsement naming the City of Beverly Hills as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to City and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement. All insurance shall be primary to any coverage available to City and shall waive right of subrogation. Any deductibles or self-insured retentions must be declared to and approved by City and at City's option, Best Events shall either reduce or eliminate the deductibles or self-insured retentions with respect to City or shall procure a bond guaranteeing payment of losses and expenses.

Section 6. Indemnification. Best Events and the City agree to indemnify, hold each other harmless and defend each other, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of the other party including any person employed, subcontracted by or a vendor of that party in the performance of this Agreement.

Section 7. The City of Beverly Hills is the sole and exclusive owner of the **BEVERLY HILLS SHIELD DESIGN** trademark (the "Property"). City hereby grants to Best Events a one-time, non-exclusive, limited, royalty-free, non-transferable right and limited license to use the Property in conjunction with The Taste of Beverly Hills for the use of the Property on banners, programs, advertisements, promotional reels and similar collateral material in conjunction with The Taste of Beverly Hills held on September 3-5, 2010. Best Events represents and warrants it will not: (i) harm or misuse the Property or bring the Property into disrepute; (ii) use the Property in any other manner or for any other purpose; (iii) modify or change the Property without the prior written consent of City; and (iv) use any colorable imitation of the Property, or any variant for of the Property. City acknowledges that it has approved the use of the Property for the Taste of Beverly Hills as depicted in Exhibit A. The license hereby granted is and shall be personal to the Best Events. Neither this Agreement nor any interests herein may be sublicensed, transferred, directly or indirectly, or assigned by Best Events, in whole or in part, by law or otherwise, without the prior written consent of City and any attempt to sublicense, assign or otherwise transfer such rights shall be null and void. Any and all rights in and to the Property which are not expressly granted to Best Events are hereby reserved by City. Best Events acknowledges City's exclusive rights in the Property and further acknowledges that the Property is famous, unique and original and that City is the owner thereof. Best Events acknowledges the value, goodwill and rights of City in the Property. Best Events agrees that the Property is, and shall remain, the property of City and that Best Events obtains no right, title, or interest in or to the Property except for the limited rights set forth in this Agreement. Best Events waives all claim of and to ownership of any rights in the Property and agrees that it shall not at any time

dispute or contest, directly or indirectly, City's ownership of the Property, City's exclusive right and title to the Property and right to use the Property, or the validity of the Property, nor shall Best Events assist others in doing so.

Section 8. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 9. General Provisions. This Agreement (i) shall not be assigned by Best Events in whole or in part without the written consent of City; (ii) represents the entire and integrated agreement between City and Agent and supersedes all prior oral or written negotiations, representations or agreements; and (iii) may not be amended, nor any provisions or breach hereof waived, except in a writing signed by both parties. 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. Best Events shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its agents shall have control over the conduct of Best Events or any of Best Events' employees, except as herein set forth. Best Events shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

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

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JEFFREY BEST  
Manager

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

EXHIBIT A  
SCOPE OF WORK

**Services Provided by Best Events:**

At no monetary cost to the City, Best Events shall provide the following goods and services to the City for the 9.02.10 Day Event, event to be held at 9900 Wilshire Blvd (i.e. the Robinsons-May Parking Lot) ("Venue") on September 2, 2010. The 9.02.10 Day (referred herein as "Event") event shall consist of, but not limited to, the following elements:

- Pre-festival event hosted by the Mayor of the City of Beverly Hills
- Tasting Booths from restaurants in the City of Beverly Hills as well as throughout Los Angeles County

A schedule and/or outline of the event will be provided to Best Events for its review.

Services are to include, but are not limited to:

- Securing the venue at 9900 Wilshire for the 9.02.10 event and any pre-event activities such as set-up for Event
- Set-up venue with lighting, , electrical, water and other necessary items as required for a major food and wine event
- Provide baseline stage, sound system and lighting
- Provide seating for audience for musical entertainment in a configuration approved by City
- Secure and provide parking at remote sites for attendees of Event. Any charges for parking by third party sites or vendors are to be paid by the City or its guests.
- Secure and provide on-site valet parking for VIPs and Sponsors of Event. Any charges for valet services provided by third party vendors are to be paid by the city or its guests.
- Provide loading area, electricity, lighting and other such arrangements for food and beverage vendor participants. This includes refrigeration and cooking equipment
- Provide seating and tables for patrons of Event for dining
- Provide VIP seating and table for patrons of Event for dining in a separate VIP area or as directed by City subject to existing inventory--
- Provide high-end portable restroom facilities and staff to ensure that restroom facilities are kept in a clean and sanitary manner during event
- Provide food servers and wait staff for VIP area
- Provide food servers and wait staff for general food area
- Provide restaurant transportation of food items
- Provide general refrigeration and cooking equipment
- Provide wines and spirits as well as non-alcoholic beverages
- Secure food donations from local restaurants in a quantity to ensure that participants have variety and abundance subject to limits, if any, the City has requested regarding participants for the Event
- Provide trash removal and sanitation services to ensure that during Event the Venue is kept in a clean and sanitary manner at all times. Small trash cans are to be provided by Best Events

- Provide locations for banners of Event sponsors secured by City in locations requested by City
- Provide 3-Day passes to Taste of Beverly Hills event in a quantity required by City to fulfill its sponsorship obligations subject to approval of Best Events.
- Obtain required permits from the County of Los Angeles, Health Department, Department of Alcohol and Beverage Control and any other permit required from government agencies (except for City of Beverly Hills) for a food and wine event
- Such other services required by the City for production of event
- Media buys advertising Event and Taste of Beverly Hills

**Services Provided by City:**

City shall provide the following services for the Event and the Taste of Beverly Hills :

- As sponsor of Event and co-sponsor of the Taste of Beverly Hills, the City shall design and install promotion banners for the two events
- Promotional (i.e. marketing) support through local media, City website and City newsletter for both events
- Traffic control officers for both events
- Special event permit at no cost to Best Events. Best Events is required to apply for permit
- Adequate fire and police personnel for the duration of the Event and Taste of Beverly Hills
- Funding for the procurement of entertainment for the Event.
- Large roll-off bins for trash for the Event and Taste of Beverly Hills
- Access and use of specific City parking garages at a reduced rate for the parking of patrons of the Taste of Beverly Hills event.
- Two city shuttles for use by Best Events for the Taste of Beverly Hills

**Event Proceeds**

City and Best Events agree to split any profits received from the Event on a 50%-50% percentage after Best Events recoups its costs directed associated with providing goods and services for the Event.

The intent of City's participation in the Event is to be cost neutral. City will provide Best Events an accounting of its costs for the Event including the amounts of sponsorship. If it is determined that the Event was not cost-neutral, Best Events will reimburse the City up to an amount of \$75,000 from net ticket proceeds which is the net amount of ticket sales after the cost of administrative fees, credit card fees and chargebacks, in order to make the City whole.

**EXHIBIT A**

**[USE OF BEVERLY HILLS SHIELD AND DESIGN MARK]**

**FOOD & WINE** PRESENTS



FOOD & WINE  
*presenting*

TASTE OF  
BEVERLY  
HILLS®

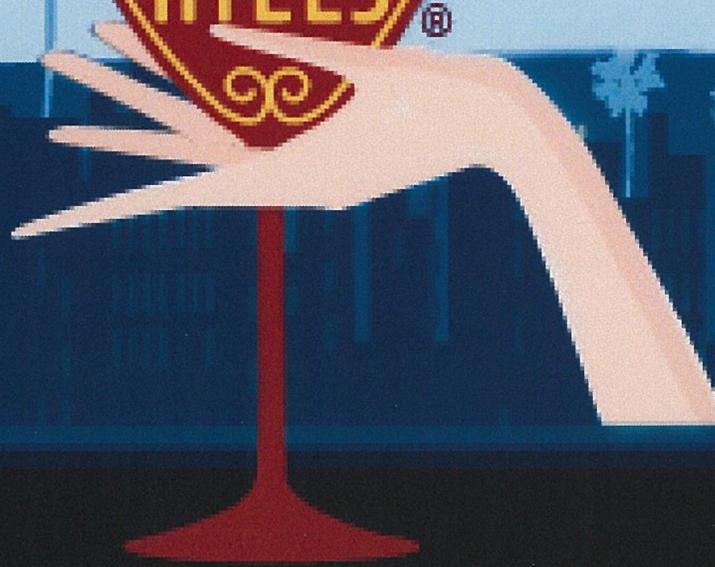




EXHIBIT B

CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED

COMPANIES AFFORDING COVERAGE

- A.
B.
C.

ADDRESS

Table with 7 columns: COMPANY (A. B. C.), COVERAGE, POLICY NUMBER, EXPIRATION DATE, B.I., LIMITS (P.D.), AGGREGATE. Coverage options include AUTOMOBILE LIABILITY, GENERAL LIABILITY, PRODUCTS/COMPLETED OPERATIONS, BLANKET CONTRACTUAL, CONTRACTOR'S PROTECTIVE, PERSONAL INJURY, EXCESS LIABILITY, WORKERS' COMPENSATION.

It is hereby understood and agreed that the City of Beverly Hills, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the City of Beverly Hills and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the City of Beverly Hills.

In the event of cancellation or material change in the above coverage, the company will give 30 days written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE: \_\_\_\_\_

BY: \_\_\_\_\_
Authorized Insurance Representative

AGENCY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS \_\_\_\_\_

: