



## STAFF REPORT

**Meeting Date:** June 24, 2014  
**To:** Honorable Mayor & City Council  
**From:** Cheryl Friedling, Deputy City Manager for Public Affairs  
**Subject:** Agreement With The Academy of Motion Picture Arts and Sciences  
To Produce The Centennial Film Series  
**Attachments:** 1. Agreement  
2. Academy Centennial Film Series Budget

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### INTRODUCTION

In honor of the City's Centennial, The Academy of Motion Picture Arts and Sciences will host two film screenings on July 11 and 12 at La Cienega Park. The screenings are *Singin' in the Rain* and *Troop Beverly Hills*. This item is provided for Council's information. The City Manager will execute the agreement for \$32,500.

### DISCUSSION

On August 6, 2013, the City Council approved the portfolio of events and initiatives to commemorate the City's Centennial. The programming is intended to engage all segments of the community by offering events and initiatives that appeal to residents, businesses and tourists. The portfolio includes funding for a film series produced by The Academy in honor of the Centennial.

The film series will be developed and produced by the Academy's film professionals, utilizing their expertise in curating along with their relationships with all of the movie studios. The themes will revolve around Beverly Hills, including films about Beverly Hills over the years, as well as films set in Beverly Hills. The screenings will be open to the public and free of charge. Tickets may be reserved by calling The Academy box office.

### FISCAL IMPACT

The Fiscal Year 2013-14 Tourism and Marketing Budget includes \$950,000 for Centennial events and initiatives, including \$50,000 for the Centennial Film Series. The proposed agreement with The Academy is for \$32,500, however, they are also exploring two additional film screenings for later in the year.

### RECOMMENDATION

This report is for informational purposes only. No recommendation is being made to or is sought by the City Council at this time.

*CF*

Cheryl Friedling

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Approved By

# **Attachment 1**

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND THE  
ACADEMY OF MOTION PICTURE ARTS AND SCIENCES TO PRODUCE  
THE CENTENNIAL FILM SERIES

NAME OF CONTRACTOR: The Academy of Motion Picture Arts and Sciences

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Randy Haberkamp, Managing Director

CONTRACTOR'S ADDRESS: 8949 Wilshire Blvd.  
Beverly Hills, CA 90211  
Attention: Randy Haberkamp, Managing Director

CITY'S ADDRESS: City of Beverly Hills  
455 N. Rexford Drive  
Beverly Hills, CA 90210  
Attention: Cheryl Friedling, Deputy City Manager

COMMENCEMENT DATE: Upon Written Notice to Proceed

TERMINATION DATE: December 31, 2014

CONSIDERATION: Not-to-exceed \$32,500.00

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND THE  
ACADEMY OF MOTION PICTURE ARTS AND SCIENCES TO PRODUCE  
THE CENTENNIAL FILM SERIES

THIS AGREEMENT is made on June 24, 2014 by and between the City of Beverly Hills, a municipal corporation (hereinafter called "CITY"), and The Academy of Motion Picture Arts and Sciences (hereinafter called "CONTRACTOR").

RECITALS

- A. CITY is celebrating the 100<sup>th</sup> Anniversary its Incorporation (the "Centennial") and will launch a year-long celebration of signature events during the calendar year 2014.
- B. CITY desires to partner with CONTRACTOR to produce a Film Series in honor of the Centennial through this Agreement for services and/or goods provided as set forth in Exhibit A (the "Scope of Work"), attached hereto and incorporated herein.
- C. CONTRACTOR represents that it is qualified and able to perform the Scope of Work.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONTRACTOR's Scope of Work. CONTRACTOR shall perform the Scope of Work described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. City shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by CONTRACTOR must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

Section 2. Time of Performance. CONTRACTOR shall commence its services under this Agreement upon receipt of a written notice to proceed from CITY. CONTRACTOR shall complete the performance of services by the Termination Date set forth above and/or in conformance with the project timeline established by the City Manager or his designee.

Section 3. Compensation.

(a) Compensation. CITY agrees to compensate CONTRACTOR for the services and/or goods provides under this Agreement, and CONTRACTOR agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B, attached hereto and incorporated herein.

(b) Expenses. The amount set forth in paragraph (a) shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement (including, but not limited to, all labor, materials, delivery, tax, assembly, and installation, as applicable). There shall be no claims for additional compensation for reimbursable expenses.

(c) Additional Services. City may from time to time require CONTRACTOR to perform additional services not included in the Scope of Services. Such requests for additional services shall be made by City in writing and agreed upon by both parties in writing.

Section 4. Method of Payment. CONTRACTOR shall submit to City a detailed invoice for the services performed pursuant to this Agreement in accordance with the Schedule described in Exhibit B. Each invoice shall itemize the services rendered during the billing period and the amount due. Within 30 days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall pay CONTRACTOR said Consideration in accordance with the schedule of payment set forth in Exhibit B.

Section 5. Independent Contractor. CONTRACTOR is and 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 CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR 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.

Section 6. Assignment. This Agreement shall not be assigned in whole or in part, by CONTRACTOR without the prior written approval of CITY. Any attempt by CONTRACTOR to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 7. Responsible Principal(s).

(a) CONTRACTOR's Responsible Principal set forth above shall be principally responsible for CONTRACTOR's obligations under this Agreement and shall serve as principal liaison between CITY and CONTRACTOR. Designation of another Responsible Principal by CONTRACTOR shall not be made without prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 8. Personnel. CONTRACTOR represents that it has, or shall secure at its own expense, all personnel required to perform CONTRACTOR's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 9. Permits and Licenses CONTRACTOR shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 10. Interests of CONTRACTOR. CONTRACTOR 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 Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONTRACTOR.

Section 11. Insurance.

(a) CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of 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 CONTRACTOR.

(2) A policy or policies of 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 CONTRACTOR in performing the Scope of Work required by this Agreement.

(3) Workers' compensation insurance as required by the State of California.

(b) CONTRACTOR shall require each of its sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) The policy or policies required by this Agreement 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.

(d) CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR's expense, the premium thereon.

(e) At all times during the term of this Agreement, CONTRACTOR shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. CONTRACTOR shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general and auto liability insurance shall contain an endorsement naming the CITY 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.

(f) The insurance provided by CONTRACTOR shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(g) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

Section 12. Indemnification. CONTRACTOR agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, 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 CONTRACTOR or any person employed by CONTRACTOR in the performance of this Agreement.

Section 13. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon five calendar days' written notice to CONTRACTOR. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONTRACTOR, CONTRACTOR shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement. CONTRACTOR shall have no other claim against CITY by reason of such termination, including any claim for compensation.

Section 14. CITY's Responsibility. CITY shall provide CONTRACTOR with all pertinent data, documents, and other requested information as is available for the proper performance of CONTRACTOR's Scope of Work.

Section 15. Information and Documents. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONTRACTOR and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 16. Records and Inspections. CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of 3 years. City shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make copies and transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

Section 17. Changes in the Scope of Work. The CITY shall have the right to order, in writing, changes in the scope of work or the services to be performed. Any changes in the scope of work requested by CONTRACTOR must be made in writing and approved by both parties.

Section 18. 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 19. Attorney's Fees. 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.

Section 20. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONTRACTOR, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONTRACTOR.

Section 21. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 22. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 23. City Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

Section 24. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the \_\_\_\_ day of \_\_\_\_\_ 2014, at Beverly Hills, California.

CONTRACTOR: THE ACADEMY OF MOTION  
PICTURE ARTS AND SCIENCES

\_\_\_\_\_  
DAWN HUDSON  
Chief Executive Officer

\_\_\_\_\_  
ANDY HORN  
Chief Financial Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
JEFFREY C. KOLIN  
City Manager

\_\_\_\_\_  
KARL KIRKMAN  
Risk Manager

## EXHIBIT A

### SCOPE OF WORK

CONTRACTOR shall organize, manage and produce a 2014 Film Series in honor of Beverly Hills' Centennial and it shall include the screening of motion pictures and related events.

The Film Series shall, at a minimum, meet the following criteria:

1. Include two film screenings on Field 3 at La Cienega Park in Beverly Hills on July 11 and July 12, 2014.
2. Be financially viable with the \$32,500 contribution from the City.
3. The film screenings shall be free of charge and open to the public. Members of the public shall reserve tickets by calling CONTRACTOR's box office.

CONTRACTOR'S responsibilities shall include the following:

1. Plan the Film Series and develop the budget and theme in consultation with the City. The proposed theme shall be submitted to the City on or before July 1, 2014. The budget is included as Attachment 1 to Exhibit B of this Agreement. The budget shall include, but is not limited to, technical costs including screen, electrical, wiring, sound system, and overnight security.
2. Promote the Film Series to residents, businesses and tourists in consultation with the City and the Beverly Hills Conference & Visitors Bureau.

In exchange for organizing, managing and producing the Film Series, CITY shall provide CONTRACTOR the following benefits:

1. The Academy shall be recognized as one of the Title Sponsors of the Beverly Hills Centennial Celebration.
2. The Academy's Logo shall be included on all Centennial marketing collateral featuring sponsor logos including the Centennial website page and event signage.
3. The Beverly Hills City Council shall issue a special proclamation to the Academy for the production of the Film Series.
4. The City shall waive permit fees related to the use of, La Cienega Park for the Film Series. The Academy shall include all applicable City "hard" costs (e.g. park ranger, safety support) in Film Series budget.
5. City will provide Contractor requested archival materials included in CITY's existing historical archival collection (e.g., film, prints, books) to assist Contractor in achieving its Film Series Goals.

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

For the scope of work outlined in Exhibit A, CITY shall compensate CONTRACTOR in an amount not-to-exceed Thirty Two Thousand Five Hundred Dollars (\$32,500.00) for all services provides under this Agreement in accordance with the following payment schedule:

<b>PAYMENT MILESTONE (Due upon completion or receipt)</b>	<b>PERCENTAGE</b>	<b>PAYMENT</b>
Contract execution	30%	\$9,750.00
Completion of first film screening	35%	\$11,375.00
Completion of second film screening	35%	\$11,375.00
<b>TOTAL:</b>	<b>100%</b>	<b>\$32,500.00</b>

CONTRACTOR shall submit an itemized statement to CITY for services performed as milestones for the project are completed. Invoices shall include documentation setting forth in detail a description of the services rendered. CITY shall pay CONTRACTOR the amount of such billing within thirty (30) days of receipt of same.

ATTACHMENT 1 TO EXHIBIT B  
DETAILED BUDGET ESTIMATE

<b>Film Screening Component</b>	<b>Budget Estimate</b>
Screen truss, wiring and sound distribution	\$17,578
Electrical access from certified electrician	\$580
Projector screen rental for two days	\$9,450
Union projection staff, theater staff and security staff	\$4,892
TOTAL	\$32,500

EXHIBIT C

CERTIFICATE OF INSURANCE

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

**NAMED INSURED**

**COMPANIES AFFORDING COVERAGE**

**ADDRESS**

- A.
- B.
- C.

COMPANY (A.B.C.)	COVERAGE	POLICY NUMBER	EXPIRATION DATE	B.I.	LIMITS P.D.	AGGREGATE
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKER'S 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  
 TITLE : \_\_\_\_\_  
 AGENCY : \_\_\_\_\_ Address : \_\_\_\_\_  
 \_\_\_\_\_

# **Attachment 2**

ACADEMY CENTENNIAL FILM SERIES

BUDGET ESTIMATE

<b>Film Screening Component</b>	<b>Budget Estimate</b>
Screen truss, wiring and sound distribution	\$17,578
Electrical access from certified electrician	\$580
Projector screen rental for two days	\$9,450
Union projection staff, theater staff and security staff	\$4,892
<b>TOTAL</b>	<b>\$32,500</b>