



AGENDA REPORT

Meeting Date: December 18, 2007
Item Number: F-10
To: Honorable Mayor & City Council
From: Alison Maxwell, Director Economic Development & Marketing
Subject: Approval of Amendment No. 2 to an Agreement Between the City of Beverly Hills and Baccarat, Inc. for Storage of Components of the Holiday Display.
Attachments: Amendment No. 2 to Agreement

RECOMMENDATION

Staff recommends the approval of Amendment No. 2 to an agreement between the City of Beverly Hills and Baccarat, Inc. for storage of components of the holiday display.

INTRODUCTION

This item is to request approval of an amendment to the Baccarat Inc. storage agreement to continue storage of the functional and installation elements of the Baccarat chandeliers through November 2008.

DISCUSSION

Each holiday season since 2004, Baccarat Inc. has provided the City with a display of 20 crystal chandeliers on temporary poles in the medians of Rodeo Drive. For the past three years the City has provided storage space for the display components (excluding the Chandeliers) at the City owned property at 336 North Foothill.

Storage will be from January 2, 2008 (or as close thereto as the decorations are dismantled) to installation again in November 2008.

By agreement, the Baccarat final display will be for the holiday season in 2008, so storage thereafter is not anticipated.

Items that are stored on City property include steel poles, metal bases, cement weights, cross arms, storage containers for Plexiglas enclosures and miscellaneous items.

Meeting Date: December 18, 2007

FISCAL IMPACT

None


Alison Maxwell, Director Economic
Development and Marketing

AMENDMENT NO. 2 TO AN AGREEMENT BETWEEN THE
CITY OF BEVERLY HILLS AND BACCARAT, INC. FOR
STORAGE OF COMPONENTS OF THE HOLIDAY DISPLAY

NAME OF ORGANIZATION: Baccarat, Inc.

RESPONSIBLE PRINCIPAL OF ORGANIZATION: Brent McDanel
Vice President, Merchandising &
Marketing

ORGANIZATION'S ADDRESS: 625 Madison Ave., 2nd Floor
New York, N.Y. 10022

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: Robin Chancellor,
Director of Communications &
Marketing

COMMENCEMENT DATE: January 4, 2006

TERMINATION DATE: December 30, 2008

COMPENSATION: No financial consideration

AMENDMENT NO. 2 TO AN AGREEMENT BETWEEN THE
CITY OF BEVERLY HILLS AND BACCARAT, INC. FOR
STORAGE OF COMPONENTS OF THE HOLIDAY DISPLAY

This Amendment No. 2 is to that certain Agreement, dated January 3, 2006 and identified as Contract No. 08-06 as amended by Amendment No. 1 dated October 3, 2006 and identified as Contract No. 363-06 (the "Agreement"), copies of which are on file in the office of the City Clerk, between the City of Beverly Hills (hereinafter called "CITY") and Baccarat, Inc. (hereinafter called "ORGANIZATION"), for storage of components of CITY's holiday display.

RECITALS

A. CITY entered into a written Agreement, dated January 3, 2006, for storage of components of CITY's holiday display which was previously extended.

B. CITY desires to further extend the Termination Date and amend the List of Components to be Stored.

NOW, THEREFORE, the parties hereto do amend the Agreement as follows:

Section 1. The Termination Date is hereby amended as set forth above.

Section 2. Exhibit A, the List of Components to be Stored, shall be amended as attached hereto and incorporated herein by this reference.

Section 3. Except as expressly modified by this Amendment No. 1, all of the provisions of the Agreement shall remain in full force and effect.

EXECUTED the ____ day of _____, 2007 at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

JIMMY DELSHAD
Mayor of the City of
Beverly Hills, California

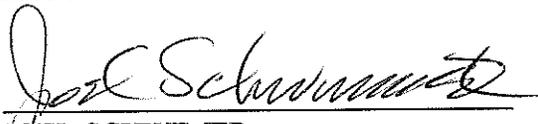
ATTEST

(SEAL)
BYRON POPE
City Clerk

ORGANIZATION: BACCARAT, INC.



MICHAEL BELLEVEAU
President & Chief Executive Officer



JOEL SCHWIMER
Vice President/Finance

APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

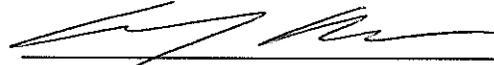
APPROVED AS TO CONTENT:

RODERICK J. WOOD
City Manager

[Signatures continue]



ALISON MAXWELL
Director of Economic Development &
Marketing



KARL KIRKMAN
Risk Manager

EXHIBIT A

List of Components to be Stored

CITY shall permit ORGANIZATION to store the following Components at the CITY-owned property located at 336 North Foothill Road, Beverly Hills (the "Property") as follows:

	Component as Valued by ORGANIZATION
<u>Exterior (outside of building on Property)</u>	
10 steel base 1,020 lbs. each 8' x 8' x 2'	\$4,750.00
40 cement weights 1,100 lbs. each 2' 3" x 2' 3" x 1' 6"	\$604.84
10 cross arm 700 lbs. each 2' x 15' x 3'	\$4,455.64
10 vertical pole 1,040 lbs. each 8" x 8" x 24'	\$3,375.00
20 plexi enclosure 200 lbs. each 4' 2" x 4' 2" x 6'	\$2,023.43
60 aluminum decor panels, 30 lbs. each	\$519.27
40 plastic bow piece 2 lbs. each 1' x 1' x 2'	\$125.71
3 - 8' x 40' storage containers	\$3,195.00

The above listed Components are valued by ORGANIZATION (sales tax and freight not included) at a total of Two Hundred Twenty-Seven Thousand, One Hundred Seventy Five Dollars and Eighty Cents (\$227,175.80). The individual value of each item is listed above.

All Components shall be stored on the exterior (outside of building located on the Property) and interior (inside of building located on the Property). The storage areas described above will be unalarmed. ORGANIZATION shall be responsible for proper and secure storage of the Components. All Components shall be insured by ORGANIZATION as set forth in the Agreement.

ORGANIZATION shall be responsible for transporting of the Components to the storage areas at the Property. The transportation and storage of the Components (a) for the 2005 holiday will begin on January 4, 2006 and conclude no later than December 8, 2006; (b) for the 2006 holiday will begin on January 2, 2007 and conclude no later than December 7, 2007; and (c) for the 2007 holiday season will begin January 2, 2008 and conclude December 30, 2008.

ORGANIZATION shall be responsible for dismantling of all Winter Holiday Chandelier display items on Rodeo Drive and transporting the Components to the storage area of the Property.

ORGANIZATION shall be responsible for removing and transporting the Components from the Property at the conclusion of the storage period. ORGANIZATION shall provide CITY will thirty (30) days prior written notice of its desire to remove the Components from the Property.