

MEETING DATE: February 2, 2009

AGENDA ITEM: **Award of Professional Services Agreement to Gary Mandell to provide Producer services for the 2009 Culver City Music Festival.**

ATTACHMENTS

	<u>Pages</u>
1. 2008 Culver City Music Festival Program/Flyer	1-4
2. 2009 Agreements with Gary Mandell for Producer Services	5-17
3. Timeline for Cultural Affairs Commission Participation in Culver City Music Festival work program	18-20

FREE CONCERTS!

ATTACHMENT 1

DINE OUT!

PARK FREE!

Culver City Redevelopment Agency presents the

14TH Annual Culver City Music Festival

Thursday Nights 7pm

Culver City City Hall Courtyard

9770 Culver Blvd

Culver CITY
REDEVELOPMENT AGENCY

Countrywide
HOME LOANS

CULVER CITY VOLVO

KAISER PERMANENTE

Mark Salkin
Real Estate

Culver City News



Goldrich & West Industries, Inc.

JOHN RICHARDSON PLUMBING, INC.

SONY
PICTURES

For more information, please call 310.253.5716 or visit www.culvercitymusic.org

Produced by Gary Mandell of Boulevard Music Productions

info@culvercitymusic.org

Plan your summer
FUN around these
FREE local events!

SWING, Classic Rock,
Jazz, Bluegrass, R&B,
Zydeco and more!

July

10 Mike Rose

17 Dean Martin & His Orchestra

24 Leroy Williams & His Zydeco Band

Various

August

7 The Holmes

14 Barbara Streisand

21 The Hollies

28 Ruthie Foster

Barbara Streisand



RUTHIE FOSTER
Aug 28



VENICE
July 31

14TH Annual Culver CITY Music

FREE CONCERTS!

Plan your summer FUN around these FREE local events!

Swing, Classic Rock, Jazz, Bluegrass, R&B, Zydeco and more!

July

10

Illiana Rose The piano player, impeccable percussionist, clarinetist and great vocalist, performing with her latin salsa/jazz band complete with horn accents. She can captivate an audience with her pure and beautiful voice singing in English, Spanish,

and even a little Portuguese. Raised by Cuban parents she is steeped in Cuban rhythms and culture. A complete entertainer, the dynamic composer/keyboardist leads her energetic group in an evening of listening and dance.

17

Dean Mora & His 17 Piece Big Band perform the classic repertoire of the 30's and 40's. Pianist Mora leads probably the best band in town doing music from this era, featuring some fine male and female vocalists and several superb instrumentalists. The authenticity of the sound, based on period arrangements and

transcriptions from the original recordings, along with the period appearance of the musicians, sets this band aside from many others. Receiving great acclaim by dancers and big band enthusiasts alike, this band promises to make you feel like you might run into Clark Gable coming from MGM across the street to see the show.

24

Leroy Thomas and the Zydeco Roadrunners This nationally known artist (he's toured worldwide and played everywhere from Lincoln Center in New York to the Santa Monica pier) is steeped in roots Zydeco – a throwback to the first generation of Zydeco that knew when to mix a waltz into the proceedings. Since fronting his father's

band on accordion when he was 18, he has developed a repertoire of Zydeco, Cajun, R&B, Blues, and any other form of Louisiana music that will make you move your hips and stomp your feet. "When Leroy Thomas and the Roadrunners hits the stage one thing is gonna happen, people gonna have a happy good time."—Rochester Zydeco Network.

31

Venice Venice is comprised of cousins Kipp and Michael Lennon and their respective brothers Pat and Mark Lennon. Kip and Pat are younger brothers of the superb singing group the Lennon Sisters. Michael and Mark are sons of the Lennon Brothers vocal group. Since forming in the '80s, the group's surf-scented harmonies and folk-pop sounds have garnered the respect of the music industry's most discerning critics. In a 1997 review, Billboard magazine drew

favorable comparisons to Crosby, Stills & Nash and the Eagles, and praised the group's "seamless harmonies." David Crosby called Venice "the best vocal group in the country and one of the best groups of any kind I have ever heard." As a group, and/or individuals, Venice has toured and recorded with rock legends like Jackson Browne, Stevie Nicks, Warren Zevon, David Crosby, Brian Wilson and Phil Collins. This group has a huge LA following.

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RESIDENTIAL • COMMERCIAL • INDUSTRIAL

SONY
PICTURES
2

DINE OUT!

PARK FREE!

Festival

Thursday Nights 7pm
Culver City City Hall Courtyard

August

7



The Iguanas One of New Orleans most popular bands, with elements of Tex-Mex, Chicano R&B, Latin and Caribbean rhythms, '50s-style rock and roll, Cajun zydeco and cocktail jazz. Their sound, which always features the Iguanas' trademark twin-saxophone groove, moves from subtle

melody to classic rock. They play a variety of different instruments, including the Mexican bajo sexto, to get their unique sound. Get ready for pure New Orleans Mardi Gras party beat and to move your body, cause it's about impossible not to when you are anywhere in the vicinity of the band's live playing.

14



Barbara Morrison and Band Well known in the Los Angeles area for her duo and trio dates, Ms. Morrison also tours extensively, blazing a trail as a Jazz and Blues legend in her own right across the Continental United States, Western Europe, the Far East and "Down Under," wowing audiences with her band. Fresh off a 33 city US tour, co-headlining in an all-star tribute to legendary composer Harold Arlen (most recognizable for his genius behind the music for the classic film, *The Wizard of Oz*), Barbara now celebrates her 30th year in

the music industry. Over the years she has performed with a virtual "who's who" of the Jazz and the Blues worlds. Including legends like; Dizzy Gillespie, Ray Charles, James Moody, Ron Carter, Etta James, Esther Phillips, David T. Walker, Jimmy Smith, Johnny Otis, Dr. John, Kenny Burrell, Terence Blanchard, Joe Sample, Cedar Walton, Nancy Wilson, Mel Torme, Joe Williams, Tony Bennett, and Keb' Mo'. Additionally, Ms. Morrison guest stars with the Count Basie Orchestra, the Clayton-Hamilton Orchestra and Doc Severinsen's Big Band.

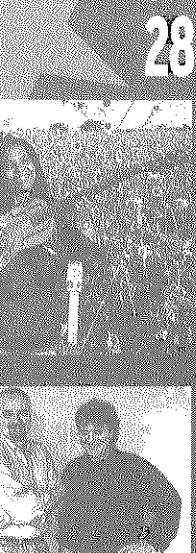
21



The Infamous Stringdusters This is the hottest young bluegrass group touring today. The Infamous Stringdusters represent a new generation of young bluegrass musicians. With Andy Hall on Resonator Guitar, Travis Book on bass, Chris Pandolfi on banjo, Jesse Cobb on mandolin, Jeremy Garrett on fiddle and Andy Falco on guitar, the band pulls together skill and experience well beyond their years. They boast a combined resume that includes collaborations with artists like Dolly Parton, Leftover Salmon, Earl Scruggs, Bering Strait,

Ronnie Bowman and Levon Helm. Their Sugar Hill debut, "Fork In The Road," was one of the most highly acclaimed bluegrass releases of 2007. It has been praised by fans of traditional bluegrass and newgrass alike, proving that the young Nashville-based band offers something for everyone. The band has performed at some of the country's biggest acoustic music festivals (including Telluride Bluegrass, Merlefest, Grey Fox, and many more) as well as large concert halls, intimate clubs, and everything in between.

28



Ruthie Foster Band Double bill features Ruthie Foster, who opened for the Persuasions at Blvd Music and blew everyone away including the Persuasions. An amazing singer originally signed by Atlantic Records, Ruthie Foster's songs are a remarkable hybrid of blues, gospel, roots and folk music rich with honest spirituality and emotion. Her simply amazing vocal abilities have critics comparing her to Ella Fitzgerald and Aretha Franklin. Ruthie's passionate songs and scintillating live performances attract both the young and old for an uplifting experience of dancing and listening. Ruthie's performance highlights include PBS syndicated *Austin City Limits*, which has aired in 2003 and 2004; a 2004 tour of UK theaters with Eric Bibb; The Strawberry Music Festival in California, the Vancouver Folk Festival, The Grey Fox Festival, the Winnipeg Folk Festival, Folks Fest in Lyons,

Colorado, Bass Concert Hall, the Waterfront Blues Festival in Oregon, the Kate Wolf Festival, the Austin City Limits Festival, and many other concerts and festivals too numerous to mention.

Batdorf & Stanley Opening for Ruthie Foster with a set of acoustic rock/pop. James Lee Stanley himself has recorded over 20 albums to date. These incredible songs, coupled with his outrageously hilarious repartee, make for an evening of hilarity and tenderness. He is one of the few all time greats and undisputed geniuses among singer-songwriters. James plays about 300 dates a year. John Batdorf was originally signed to Atlantic, Geffen's Asylum, and Arista records and toured with Chicago, Ronstadt, & Fleetwood Mac in the '70s. Together they have opened for Eric Burden and have toured nationally.

Boulevard Music Productions
4336 Sepulveda Blvd.
Culver City, CA 90230

Culver City Redevelopment Agency presents the

14TH Annual

Culver CITY Music Festival

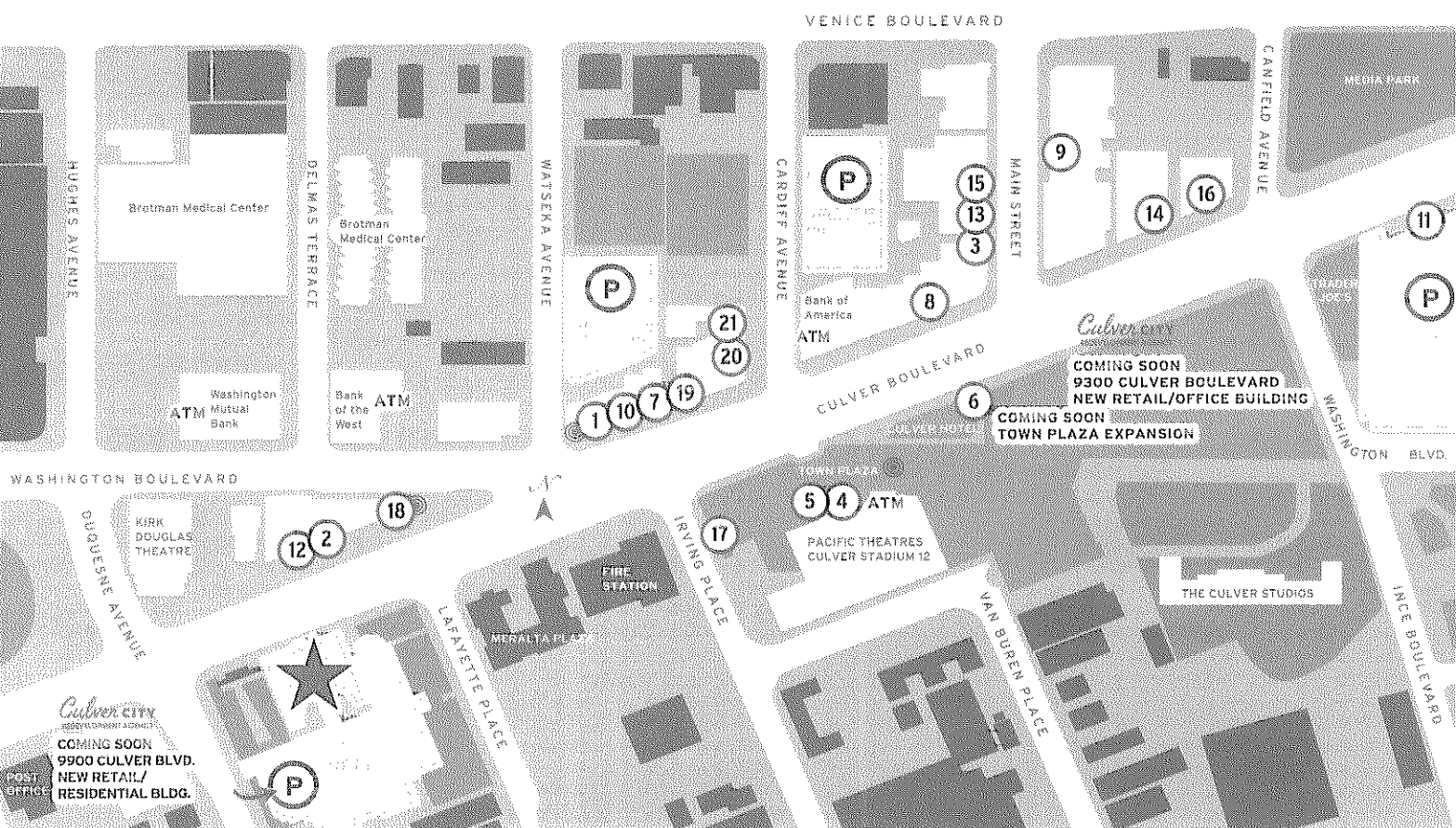
FREE CONCERTS! DINE OUT! PARK FREE!

July 10 - August 28

Thursday Nights 7pm

Culver City City Hall Courtyard

9770 Culver Blvd (Culver & Duquesne)



1 Akasha Restaurant/Bar/Bakery

Open til 10pm
9543 Culver Blvd (310) 845-1700
Complete dinners to desserts and coffee
Artisan food makers

2 Bistro De L'Hermitage

Open til 10 pm
9727 Culver Blvd (310) 815-8227
French Californian Cuisine

3 BottleRock

Open til 11pm
3847 Main St (310) 836-9463
Wine Store and Wine Bar

4 Cold Stone Creamery

Open til 9pm
9514 Culver Blvd (310) 837-2663
The Ultimate Ice Cream Experience

5 Daphne's Greek Café

Open til 9pm
9516 Culver Blvd (310) 280-1650
Fresh, Greek, and Delicious

6 Duke's Hideaway & Culver Hotel

Restaurant at The Culver Hotel
9400 Culver Blvd (310) 838-7963
Bar & Modern American Cuisine

7 Ford's Filling Station

Open til 11pm
531 Culver Blvd (310) 202-1470
American Gastro Pub

8 Fraiche

Open til 10:30pm
9411 Culver Blvd (310) 839-6800
European Comfort Food

9 Grand Casino Bakery & Café

Open til 8pm
3826 Main St (310) 202-6969
Argentinean Cuisine

10 Honey's Kettle Fried Chicken

Open til 10pm
9537 Culver Blvd (310) 202-5453
Classic American food made from scratch

11 K-ZO Restaurant

Open til 10:30pm
9240 Culver Blvd (310) 202-8890
Authentic Japanese & French Cuisine

12 Kaizuka

Open til 10pm
9729 Culver Blvd (310) 253-5038
Japanese Cuisine

13 La Ballona Mexican Restaurant

Open til 9pm
3843 Main St (310) 558-9336
Mexican Cuisine

14 M Café de Chaya

Open til 9pm
9343 Culver Blvd (310) 838-4300
Contemporary Macrobiotic Cuisine
Vegetarian plus seafood

15 Novecento Pasta & Grill

Open til 9pm
3837 Main St (310) 842-3838
Modern Italian Cuisine

16 Pacifico's

Open til 9pm
9341 Culver Blvd (310) 559-3474
Seafood and Mexican Sushi
Home of the Huachinango

17 Santa Maria Barbeque Co

Open til 9pm
9552 Washington Blvd (310) 842-8169
Santa Maria Style Hearty Barbeque

18 Starbucks Coffee

Open til 9:30pm
9718 Washington Blvd (310) 204-1075
Coffee, Sandwiches, Pastries, and Tea

19 Tender Greens

Open til 9pm
9523 Culver Blvd (310) 842-8300
Garden Cooking, Vegan & Vegetarian Friendly

20 Ugo an Italian Café

Open til 10pm
3865 Cardiff Ave (310) 204-1222
Italian fare with desserts, gelato and coffee

21 Ugo an Italian Wine Bar

Open til 12 am
3865 Cardiff Ave (310) 204-5645
Wine Lounge

SCHEDULED TO OPEN SOON

Chipotle 9518 Culver Blvd

Gyenari 9540 Washington Blvd

Rush Street 9546 Washington Blvd

Larocco's Pizzeria 3819 Main Street

MAP LEGEND

P Parking
2 hours free

★ Conc 4 Venue
City Hall Courtyard

CULVER CITY REDEVELOPMENT AGENCY

& CITY OF CULVER CITY

STANDARD FORM CONTRACT

WITH: Gary Mandell**FOR: 2009 Culver City Music Festival - Producer Services**

THIS AGREEMENT is made and entered into by and among THE CITY OF CULVER CITY, a municipal corporation hereinafter referred to as "City", THE CULVER CITY REDEVELOPMENT AGENCY, a public body, corporate and politic, existing under and pursuant to the laws of the State of California, hereinafter referred to as "Agency," and GARY MANDELL (of Boulevard Music Productions), hereinafter referred to as the Music Festival Producer ("Producer").

1. PRODUCER'S SERVICES. Producer agrees to perform during the term of this Agreement, the tasks, obligations, and services set forth in the "Scope of Service" attached to and incorporated into this Agreement as Exhibit "A."
2. TERM OF AGREEMENT. The term of this Agreement shall be from the effective date pursuant to Paragraph 27 of this Agreement and shall end on the earlier of:
 - a. September 30, 2009;
 - b. Termination, pursuant to Section 22;
 - c. Exhaustion of approved compensation, pursuant to Exhibit B;
 - d. Or as otherwise modified, pursuant to Section 19.
3. PAYMENT FOR SERVICES. Agency shall pay for the services performed by Producer pursuant to the terms of this Agreement, the compensation set forth in the "Schedule of Compensation" attached to and incorporated into this Agreement as Exhibit "B." The compensation shall be paid at the time and manner set forth in said Exhibit "B."
4. TIME FOR PERFORMANCE. Producer shall not perform any work under this Agreement until (a) Producer furnishes proof of insurance as required under Paragraph 7 of this Agreement; and (b) Agency gives Producer a written and signed Notice to Proceed. All services required by Producer under this Agreement shall be completed on or before the end of the term of the Agreement.
5. DESIGNATED REPRESENTATIVE(S). Gary Mandell shall be the designated Producer, and shall be responsible for job performance, which

includes negotiating and contracting with musical artists, production management and house management, as well as developing and implementing the marketing plan for the 2009 Culver City Music Festival. The Producer shall be responsible for coordinating with City Staff throughout the concert season. Producer's work shall not adversely impact Agency planning or scheduling and staffing for the series. Should the Producer conclude concerts after the agreed upon time, any resulting overtime costs for City staff or other City contractors will be at the Producer's expense and deducted from any amount of compensation owed to Producer under this Agreement. Overtime costs shall be computed at an hourly rate, or fraction thereof, not to exceed \$130.00 per hour. Producer's professional services shall be actually performed by, or shall be immediately supervised by, the Producer Representative.

6. HOLD HARMLESS. Producer shall be responsible for any and all injuries to or death of any person, and for any and all damage to any and all real or personal property including City's, Agency's or others, caused by or resulting from any acts, errors or omission of Producer, its employees or its agents arising out of or connected with rendition of services hereunder. Producer shall defend, hold harmless and indemnify City, Agency and each of their officers and employees from any and all liability claims, including costs, for damages to real or personal property, or personal injury or death, resulting from Producer's, its employees or agent's acts, errors or omissions arising out of or connected with rendition of services hereunder.
7. INSURANCE. Without limiting its obligations pursuant to Section 6 of this Agreement, the Consultant shall procure and maintain, at Consultant's own cost and expense and for the duration of this Agreement, insurance coverage as set forth in "Insurance Requirements" attached to and incorporated into this Agreement as Exhibit "C."
8. MUSIC FESTIVAL PRODUCER STATUS. City, Agency and Producer agree that Producer, in performing the services herein specified, shall act as the Music Festival Producer and shall have control of all work and the manner in which it is performed.* Producer shall be free to contract for similar service to be performed for other employers while under contract with City and Agency. Producer is not an agent or employee of City or Agency, and is not entitled to participate in any pension plan, insurance, bonus or similar benefits City or Agency provides for its employees. Producer shall be responsible to pay and hold City and Agency harmless from any and all payroll and other taxes and interest thereon and penalties therefore which may become due as a result of services performed hereunder.
9. NON-APPROPRIATION OF FUNDS. Payment due and payable to Producer for current services is within the current budget and within an

available, unexhausted and unencumbered appropriation of Agency. In the event Agency has not appropriated sufficient funds for payment of Producer services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year.

10. ASSIGNMENT. This Agreement is for the specific services with Producer as set forth herein. Any attempt by Producer to assign the benefits or burdens of this Agreement without written approval of City and Agency shall be prohibited and shall be null and void; except that Producer may assign payments due under this Agreement to a financial institution.
11. RECORDS AND INSPECTIONS. Producer shall maintain full and accurate financial records with respect to all services and matters covered under this Agreement. Agency shall have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities.
12. OWNERSHIP OF PRODUCER'S WORK PRODUCT. City and Agency shall be the owner of any and all computations, plans, correspondence and/or other pertinent data, information, documents and computer media, including disks and other materials gathered or prepared by Producer in performance of this Agreement, or at any earlier or later time when the same may be requested by City or Agency. Such work product shall be transmitted to City or Agency within ten (10) days after a written request therefore. Producer may retain copies of such products. All written documents that are intended for public review shall be provided to City and Agency in a format suitable for posting on the Internet.
13. NOTICES. All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by mail. Notice sent by mail shall be addressed as follows:

To City & Agency:	Culver City Redevelopment Agency Attention: Sol Blumenfeld 9770 Culver Boulevard Culver City, California 90232-0507
To Producer:	Gary Mandell, Boulevard Music Productions 4316 Sepulveda Blvd. Culver City, CA 90230
14. TAXPAYER IDENTIFICATION NUMBER. Producer shall provide City and Agency with a complete Request for Taxpayer Identification Number and Certification, Form W-9, as issued by the Internal Revenue Service.

15. PERMITS AND LICENSES. Producer, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement including, but not limited to, a Culver City business tax certificate.
16. APPLICABLE LAWS, CODES AND REGULATIONS. Producer shall perform all work in accordance with all applicable laws, codes and regulations required by all authorities having jurisdiction over such work. Producer agrees to comply with prevailing wage requirements as specified in the California Labor Code, Sections 1770, et seq.
17. PURCHASES OF SUPPLIES AND MATERIALS WITHIN CULVER CITY. For work performed, Producer agrees to seek bids for supplies and materials from businesses located within the City of Culver City, with the intent to make purchases from these businesses if such purchases can be made at competitive prices.
18. RIGHT TO UTILIZE OTHERS. City and Agency reserves the right to utilize others to perform work similar to the services provided hereunder.
19. MODIFICATION OF AGREEMENT. This Agreement may not be modified, nor may any of the terms, provisions or conditions be modified or waived or otherwise affected, except by a written amendment signed by all parties hereto.
20. WAIVER. If at any time one party shall waive any term, provision or condition of this Agreement, either before or after any breach thereof, then no party shall thereafter be deemed to have consented to any future failure of full performance hereunder.
21. COVENANTS AND CONDITIONS. Each term and each provision of this Agreement to be performed by Producer shall be construed to be both a covenant and a condition.
22. RIGHT TO TERMINATE. Agency or City may terminate this Agreement at any time, with or without cause, in either or both of their sole discretion, with ten-days' (10-days') written notice.
23. EFFECT OF TERMINATION. Upon termination as stated in Paragraph 22 of this Agreement, Agency shall be liable to Producer only for work performed by Producer up to and including the date of termination of this Agreement, unless the termination is for cause, in which event Producer need be compensated only to the extent required by law. Producer shall be entitled to payment for work satisfactorily completed to date, but in no

event more than the fees set forth in Exhibit "B" attached hereto. Such payment will be subject to Agency's receipt of a close-out billing.

24. GOVERNING LAW. The terms of this Agreement shall be interpreted according to the laws of the State of California. If litigation arises out of this agreement, then venue shall be in the Superior Court of Los Angeles County.

25. LITIGATION FEES. If litigation arises out of this Agreement for the performance thereof, then the court shall award costs and expenses, including attorney's fees, to the prevailing party. In awarding attorney's fees, the court shall not be bound by any court fee schedule but shall award the full amount of costs, expenses and attorney's fees paid or incurred in good faith.

26. INTEGRATED AGREEMENT. This Agreement represents the entire Agreement between City, Agency and Producer for the Producer's Services hereinunder, and all preliminary negotiations and agreements are deemed a part of this Agreement. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the parties to this Agreement, and any subsequent successors and assigns.

27. EFFECTIVE DATE. The effective date of this Agreement is the date it is signed on behalf of Agency, and shall remain in full force and effect until amended or terminated; provided, that the indemnification and hold harmless provisions shall survive the termination.

GARY MANDELL

Gary Mandell
Producer

Date

CULVER CITY REDEVELOPMENT AGENCY

By: _____
Jerry Fulwood
Executive Director

Date

(Signatures continued on page 6)

APPROVED AS TO FORM:

KANE, BALLMER & BERKMAN

Agency General Counsel

CITY OF CULVER CITY

By: _____
Jerry Fulwood
City Manager

Date

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Sol Blumenfeld
Community Development Director

Carol Schwab
City Attorney

APPROVED AS TO FINANCING:

APPROVED AS TO BUSINESS
TAX CERTIFICATE:

Jeff Muir
Chief Financial Officer

Treasury Division
Acct. No. _____

EXHIBIT A

CITY OF CULVER CITY &
CULVER CITY REDEVELOPMENT AGENCY

WITH: Gary Mandell

FOR: 2009 Culver City Music Festival – Producer Services

SCOPE OF SERVICE

The Producer shall be responsible for all artist management, production management and house management as well as marketing for nine (9) Thursday evening concerts, collectively called the 2009 Culver City Music Festival, which will take place in The Courtyard at the Culver City City Hall located at 9770 Culver Blvd., Culver City, California, on the following performance dates and times:

July 9, 2009, from 7:00pm – 9:15pm
July 16, 2009, from 7:00pm – 9:15pm
July 23, 2009, from 7:00pm – 9:15pm
July 30, 2009, from 7:00pm – 9:15pm
August 6, 2009, from 7:00pm – 9:15pm
August 13, 2009, from 7:00pm – 9:15pm
August 20, 2009, from 7:00pm – 9:15pm
August 27, 2009, from 7:00pm – 9:15pm
September 3, 2009, from 7:00pm - 9:15pm

Producer's services for the concert series will include the following:

1. ARTIST MANAGEMENT. Musical styles and genres shall be reviewed with the Cultural Affairs staff and the Cultural Affairs Commission's Festivals and Events Subcommittee, prior to booking musical artists. Producer shall be responsible for the final selection of musical artists. Producer shall screen talent, negotiate with and secure musical artists for the 2009 Concert Series by April 30, 2009. Subsequently, Producer will present the Culver City Redevelopment Agency Administrator with the program of musical artists, who, in turn, will forward the information to the Festivals and Events Subcommittee. Producer shall negotiate and implement contracts with musical artists as appropriate based on common business practices and budget allocations. Producer shall manage musical artists exclusively. Producer is responsible for maintaining a clean and orderly hospitality area in the Patacchia Overflow

Room and adjoining kitchen. Producers, Artists and Production Staff are not permitted in the Patacchia Room.

2. PRODUCTION MANAGEMENT. Producer is responsible for production management including the supervision and oversight of the technical direction of the audio vendor, installation of any additional lighting equipment, and stage management of sound checks, rehearsals and performances. Producer is responsible for loading in his own equipment for the concerts. Producer is required to alert staff at least forty-eight (48) hours in advance for deliveries and special parking needs. Producer is responsible for selecting pre-recorded music to be played before and after the performances, as well as during the breaks. Producer understands that City and Agency announcements and information may be required.
3. HOUSE MANAGEMENT. Producer is responsible for house management including the supervision and oversight of the audience seating arrangements as well as policies and protection of the Culver City City Hall Courtyard aisleways designated for the 2009 Culver City Music Festival, protection of City Hall courtyard art and fountains and adherence to all policies regarding the use of City Hall grounds. Producer will attend a meeting to review specific policies and procedures regarding house management duties with the City's Staff prior to the first performance of the season. Producer will provide a minimum of at least one (1) uniformed security officer on ground level from one (1) hour before show time until conclusion of each performance. Producer is responsible for maintaining the agreed upon start and end time as well as for maintaining a fifteen minute intermission so as not to incur overtime costs for Agency staff or contractors.
4. MARKETING. Producer is responsible for developing and implementing a marketing campaign for the 2009 Culver City Music Festival which will include, but is not limited to press releases, electronic promotion and print advertisements, flyers, and the event program. Producer shall be responsible for graphic arts services to implement the campaign. Producer shall meet with Agency staff to review Agency media list and marketing requests prior to submitting proposed plan. Producer shall present the proposed marketing campaign to the Culver City Redevelopment Agency's Administrator for review and comment. Producer shall include Festival sponsorship names and logos in all applicable materials. It is agreed that Boulevard Music will be listed as a sponsor in the official program and that Producer's name and Boulevard Music will be listed in all promotional material and advertising. Producer is

required to use the Cultural Affairs hotline phone number and the City's website address in promotional material and to respond to all telephone messages received through the hotline and all emails received through the City's Festival email address in a timely manner.

City will provide the following services:

1. City Staff or contracted designee will be responsible for the setting up of the stage, lighting, seating, tables, Courtyard aisleway, taping and signage for each performance. Additionally, the City's contracted maintenance company shall be available at each concert providing janitorial maintenance during and after the performance.
- 2 City Staff will be on site during each performance to manage any emergency issues that may arise related to the event.

Exhibit A approved:

Gary Mandell
Producer

Date

Sol Blumenfeld
Community Development Director

Date

EXHIBIT B

CULVER CITY REDEVELOPMENT AGENCY
& CITY OF CULVER CITY

AGREEMENT WITH: Gary Mandell

FOR: 2009 Culver City Music Festival – Producer Services

**SCHEDULE OF COMPENSATION
(Fixed Cost Basis)**

1. AMOUNT OF COMPENSATION.

Agency shall pay Producer a lump sum amount of Sixty Thousand Dollars (\$60,000) ("Compensation") as full consideration for Producer's performance and furnishment of work, services, and/or materials necessary to complete Producer's services described in Exhibit A, including (1) Fifty Thousand Dollars (\$50,000) for producer fee, artist fees and hospitality costs, sound and production costs, house management and security costs; and (2) Ten Thousand Dollars (\$10,000) for marketing costs which shall include graphic arts services, press releases, electronic promotion and print advertisements, flyers, and the event program.

The above amount shall include all out-of-pocket expenses incurred by Producer in the performance of such services.

2. BILLING. On or before the effective date of this Agreement, Producer shall submit an invoice to the Agency at the following address:

Culver City Redevelopment Agency
Attn: Sol Blumenfeld
9770 Culver Boulevard.
Culver City, California 90232-050

3. METHOD OF PAYMENT.

Agency shall pay Producer the Compensation, as follows: Twenty Thousand Dollars (\$20,000.00) no later than twenty-one (21) days after this Agreement has been signed by all parties. Provided services have been satisfactorily performed, as reasonably determined by Redevelopment Agency's Assistant Executive Director, Agency shall pay an additional Twenty Thousand Dollars (\$20,000.00) no later than July 9, 2009 and the final balance of Twenty Thousand Dollars (\$20,000.00) no later than September 3, 2009.

Exhibit B approved:

Gary Mandell
Producer

Sol Blumenfeld
Community Development Director

Date

Date

EXHIBIT C

CULVER CITY REDEVELOPMENT AGENCY

& CITY OF CULVER CITY

STANDARD FORM CONTRACT

WITH: Gary Mandell

FOR: 2009 Culver City Music Festival - Producer Services

INSURANCE REQUIREMENTS

A. Policy Requirements.

Consultant shall submit duly executed certificates of insurance for the following:

1. An occurrence based Comprehensive General Liability ("CGL") policy, at least as broad as ISO Form CG 0001, in the minimum amount of One Million Dollars (\$1,000,000) each occurrence, with not less than Two Million Dollars (\$2,000,000) in annual aggregate coverage.

The CGL Policy shall have the following requirements:

- a. The policy shall provide coverage for personal injury, bodily injury, death, accident and property damage and advertising injury, as those terms are understood in the context of a CGL policy. The coverage shall not be excess or contributing with respect to City's self-insurance or any pooled risk arrangements;
- b. The policy shall include coverage for liability undertaken by contract covering, to the maximum extent permitted by law. Consultant's obligation to indemnify the Indemnitees as required under Paragraph 6 of this agreement;
- c. The Policy shall not exclude coverage for Completed Operations Hazards or Athletic or Sports Participants; and
- d. **The City of Culver City, members of its City Council, its boards and commissions, officers, agents, and employees will be named as an additional insured** in an endorsement to the policy, which shall be provided to the City and approved by the City Attorney.

2. Automobile Liability in the amount of \$500,000/\$500,000.
3. RESERVED.
4. Workers' Compensation limits as required by the Labor Code of the State of California with Employers' Liability limits of One Million Dollars (\$1,000,000.00) per accident, if the Agreement will have Consultant employees working within the City limits.

B. Waiver by City.

City may waive one or more of the coverages listed in Section A, above. This waiver must be express and in writing, and will only be made upon a showing by the Consultant that its operations in and with respect to City are not such as to impose liability within the scope of that particular coverage.

C. Additional Insurance Requirements.

1. All insurance listed in Paragraph A shall be issued by companies licensed to do business in the State of California, with a claims paying ability rating of "BBB" or better by S&P (and the equivalent by any other Rating Agency) and a rating of A:VII or better in the current Best's Insurance Reports;
2. Consultant shall provide City with at least thirty (30) days prior written notice of any modification, reduction or cancellation of any of the Policies required in Paragraph A, or a minimum of ten (10) days notice for cancellation due to non-payment.
3. City may increase the scope or dollar amount of coverage required under any of the policies described above, or may require different or additional coverages, upon prior written notice Consultant.

ATTACHMENT 3

Culver City Music Festival Timeline for Cultural Affairs Commission Participation

2009

Jan-Feb Redevelopment Agency Board considers Gary Mandell as 2009 Producer

CAC Festivals and Events Subcommittee recommend musical styles

Mar-Apr Producer completes programming

Courtesy review of programming by CAC Festivals and Events Subcommittee and Agency's Economic Development Subcommittee

May CAC Festivals and Events Subcommittee reviews Producer RFP draft for 2010 concert series

June Cultural Affairs Commission reviews RFP draft and forwards recommendations to full Agency Board

Agency Board reviews recommendation and approves RFP

Cultural Affairs Commission suggests potential producers
Staff sends out RFP

Jul-Aug 2009 concert series

2010 potential applicants encouraged to attend

CAC Festivals and Events Subcommittee reviews policies for Festival

Sept 2010 applications due

Staff prepares summary of applicants

CAC Festivals and Events Subcommittee reviews summary and suggests finalists and questions

Oct Designated finalists interviewed by staff panel

CAC Festivals and Events Subcommittee reviews staff recommendation

Nov Cultural Affairs Commission considers finalists and proposed candidate and forwards recommendation to Economic Development Subcommittee

Cultural Affairs Commission considers recommendations for policies and forwards recommendation to Economic Development Subcommittee

Economic Development Subcommittee considers recommendations and meets proposed candidate(s)

Dec Agency Board reviews final recommendations and approves Producer and policies

**Culver City Music Festival
Timeline for Cultural Affairs Commission Participation**

2010	
Jan	CAC Festivals and Events Subcommittee recommends musical styles
Mar	Producer completes programming Courtesy review of programming by CAC Festivals and Events Subcommittee and Agency's Economic Development Subcommittee
May	CAC Festivals and Events Subcommittee reviews Producer RFP draft for 2011 concert series
June	Cultural Affairs Commission reviews RFP draft and forwards recommendations to full Agency Board Agency Board reviews recommendation and approves RFP Cultural Affairs Commission suggests potential producers Staff sends out RFP
Jul-Aug	2010 concert series 2011 potential applicants encouraged to attend CAC Festivals and Events Subcommittee reviews policy changes for Town Plaza
Sept	2011 applications due Staff prepares summary of applicants CAC Festivals and Events Subcommittee reviews summary and suggests finalists and questions
Oct	Designated finalists interviewed by staff panel CAC Festivals and Events Subcommittee reviews staff recommendation
Nov	Cultural Affairs Commission considers finalists and proposed candidate and forwards recommendation to Economic Development Subcommittee Cultural Affairs Commission considers recommendations for policies and forwards recommendation to Economic Development Subcommittee Economic Development Subcommittee considers recommendations and meets proposed candidate(s)
Dec	Agency Board reviews final recommendations and approves Producer and policies

**Culver City Music Festival
Timeline for Cultural Affairs Commission Participation**

2011

Jan	CAC Festivals and Events Subcommittee recommends musical styles
Mar	Producer completes programming Courtesy review of programming by CAC Festivals and Events Subcommittee and Agency's Economic Development Subcommittee
Jul-Aug	2011 concert series