

MEETING DATE: February 1, 2010

AGENDA ITEM: **Approval of a Professional Services Agreement with Gary Mandell to provide Producer services for the 2010 Culver City Music Festival.**

**ATTACHMENTS**

|                                                            | <u>Pages</u> |
|------------------------------------------------------------|--------------|
| 1. 2009 Culver City Music Festival Program/Flyer           | 1-4          |
| 2. 2009 Culver City Music Festival Courtesy Rules          | 5            |
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| 5. 2009 Producer Expense Reports                           | 22-23        |

FREE CONCERTS!

ATTACHMENT

DINE OUT!

PARK FREE!

Culver City Redevelopment Agency presents the

# 15th Annual Culver CITY Music Festival

**Thursday Nights 7pm**  
Culver City City Hall Courtyard  
9770 Culver Blvd

2009 SPONSORS

**Culver CITY**  
REDEVELOPMENT AGENCY

**BLUE PACIFIC**

**Culver City News**

**Observer**

**CULVER CITY VOLVO**

**Goldrich & Keel Industries, LLC**

**JOHN THORNTON PLUMBING, LLC**

**KAISER PERMANENTE**

**Mark Saffin**  
Real Estate

**COAST**

Plan your summer  
**FUN** around these  
**FREE** local events!

**Motown, Afro-Cuban,  
Classic Rock, Folk,  
Blues, Cajun, Irish,  
and more!**

For more information, please call  
310.253.5716 or visit [www.culvercity.org](http://www.culvercity.org)  
[info@culvercitymusic.org](mailto:info@culvercitymusic.org)



Aug 13

## July

**9 Ricardo Lemvo & Makina Loca** The groovin' hot 10-piece Afro-Cuban/Salsa band

**16 The Young Dubliners** The Celtic Rockers performing Irish folk with a rock twist

**23 Katia Moraes & Sambaguru** A repertoire of Brazilian music with Asian and African influences

**30 Barbara Morrison** The legendary jazz blues vocalist, her great band plus Big Mama Thornton musical cast members

Jul 30



Aug 6

## August

**6 John Jorgenson Quintet** Hot Gypsy jazz guitar with an all-star Nashville band

**13 Blue Breeze Band** Celebrating Motown's 50th with classics by the Temptations, Stevie Wonder, and Junior Walker  
**PLUS... The Bonedaddys** World Music/R&B from the ultimate Westside party band

**20 Cedric Watson & Bijoux Creole** Grammy-nominated Louisiana-based Cajun/Zydeco artist and great band

**27 The Folk Collection** Kingston Trio & other hootenanny classics with sing-alongs/humor

**PLUS... Cow Bop** Western Swing with some bop plus country classics

## September

**3 The Surf City Allstars** Beach Boys/Jan & Dean hits by the best beach party band around

1



Aug 20



Aug 27



Aug 13



Produced by Gary Mandell of *Boulevard Music Productions*

# 15TH Annual Culver CITY Music

## FREE CONCERTS!

Plan your summer FUN around these FREE local events!

Motown, Afro-Cuban, Classic Rock, Folk, Blues, Cajun, Irish, and more!

### July



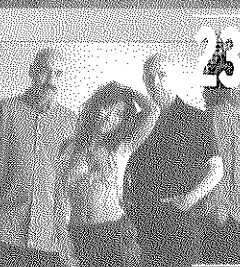
**Ricardo Lemvo and Makina Loca ~ Afro-Cuban/Salsa** A dynamic 10 piece band that can literally burn up the dance floor by capturing all of the elements of African and Cuban music. The World Music ensemble blends African soukous and rumba with Cuban salsa and son. A native of the Democratic Republic of the Congo (formerly Zaire) Ricardo sings some of the

material in Spanish and some material in the African tongues of Kikongo and Lingala. Makina Loca features a dazzling array of attacking horns, mesmerizing percussion, and a rolling piano that floats along. Grab a window seat on the rumba route dancing to Afro-Caribbean groove. "These guys play with an intensity that makes it impossible to hold still."—San Francisco Examiner



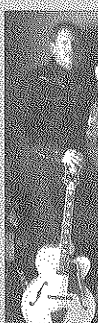
**16 Young Dubliners** Ambassadors of American and Celtic Rock, the Dubs seamlessly blend both styles together into a high energy, anthemic and lyrically poignant mix. Together and touring worldwide since the 80s, they jump energetically from ballad to barn burner,

documenting the world with their poignant lyrics as they go. Their secret to success as they tell it is the one thing that never gets old, "and that is playing those older songs people love and then mixing in a new song and hearing a positive, excited reaction from the crowd for the first time."



**23 Katia Moraes ~ Brazilian Jazz** Katia Moraes and Sambaguru: A vibrant ensemble of 6 musicians from Brazil, India, Sri Lanka and the U.S. performing a repertoire of Brazilian music with Asian and African influences. The fabulous Brazilian

singer Moraes with her electrifying performance and the band's tropical rhythms will turn City Hall into a Samba dance experience like you've never seen before. From Brazil and all regular ~ no decal.



**30 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.

Barbara will also be joined on stage by cast members from the musical she has starred in celebrating the life of blues legend Big Mama Thornton.

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.



2009 SPONSORS

**Culver CITY**  
KEDVELOPMENT AGENCY

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DINE OUT!

PARK FREE!

# Festival

**Thursday Nights 7pm**  
Culver City City Hall Courtyard

## August

6

### John Jorgenson Quintet - Hot Cypsy 43224

Jorgenson, one of the original Rhythm Brothers, is also known for his work as guitarist in the Desert Rose Band and the Hallelusters, whose album was voted Guitar Album Of The Year by Guitar Player Magazine in 1993. John was voted Academy of Country

Music Bachelor Of The Year for three consecutive years. When John asked John to join his band in a stretch that lasted 6 years, with Jorgenson playing guitar, mandolin and sax, The quintet made up of great Nashville players also features hot viola and upright bass.

13

**The Bonedaddys - World & R&B** If you like Rock, Funk, African, R&B, Soul, Reggae, Rock Steady, Jazz, Blues, Highlife, New Orleans Second-Line, Gospel, Hillbilly, Zydeco, and things in-between you'll dig these guys. The Bonedaddy beat has its roots in twin guitar Zulu rhythms in Fela's horn-heavy Afro-beat, bass-drenched zouk and soca music from the Caribbean, and the drum heaven of New Orleans rock-and-roll and second line rhythm.

### The Blue Breeze Band - Motown, Soul, R&B

Celebrating the 50th Anniversary of the MOTOWN recording artists we are proud to present the Blue Breeze Band with classic renditions of songs by the Temptations, Stevie Wonder, Junior Walker and the Allstars and others. Blue Breeze will take you on a journey through the 60s to the present with the heart and soul of Motown dance music with a taste of Soul, Pop, Jazz and Blues.

20

### Cedric Watson and Bijoux Creole

Multi-instrumentalist (fiddle and accordion) and co-frontman of Lafayette's acclaimed Pine Leaf Boys, Watson and band create music with strong Creole roots and branch out into Cajun and Zydeco sounds. Their recent Grammy

nomination has ensured them a place in the Louisiana cultural history books. Cedric is providing an effortless path to the future for the Louisiana Creole culture with his fine original creations and arrangements.

27

**Cow Bop** Mix swingin' grooves, thrilling riffs, sweet vocals (Pinto Pam), and tons of fun and you have only begun to describe Cow Bop. Formed in 2003 by acclaimed guitarist Bruce Forman, this jazz and western swing band has toured extensively throughout the country, exciting audiences with their unique brand of American music. "Bob woulda loved 'em!" Jimmy Wyble, guitarist w/ Bob Willis.

**Folk Collection** The Folk Collection takes you on a trip down memory lane in the footsteps of the Kingston Trio, Peter, Paul and Mary, John Denver and the Limelighters with songs like "Blowin' in the Wind" and the "MTA". A great family show that works for all ages, full of sing-alongs and good clean humor. Their motto: "Playing and singing your favorite songs of the 60s folk era." Think about that.

## September

3

**The Surf City Allstars** are the best surfin' beach party band around. The Allstars bring you all the Beach Boys' hits because most of the band members have toured or recorded with the Beach Boys. Their vocals are awesome. The Allstars are Gary Griffin on keyboards (Beach Boys, Jan & Dean), David Logeman on

drums (Jan & Dean, Beach Boys) and Don Raymond on guitar/bass (Ventures, Jan & Dean). In addition, Philip Bardowell on guitar and vocals, who took Carl Wilson's place with the Beach Boys, and Matt Jardine from the Beach Boys (father Al was a founding Beach Boy) on vocals.



3

Boulevard Music Productions  
4316 Sepulveda Blvd.  
Culver City, CA 90230

Culver City Redevelopment Agency presents the

# 15th Annual Culver City Music Festival

FREE CONCERTS! DINE OUT! PARK FREE!

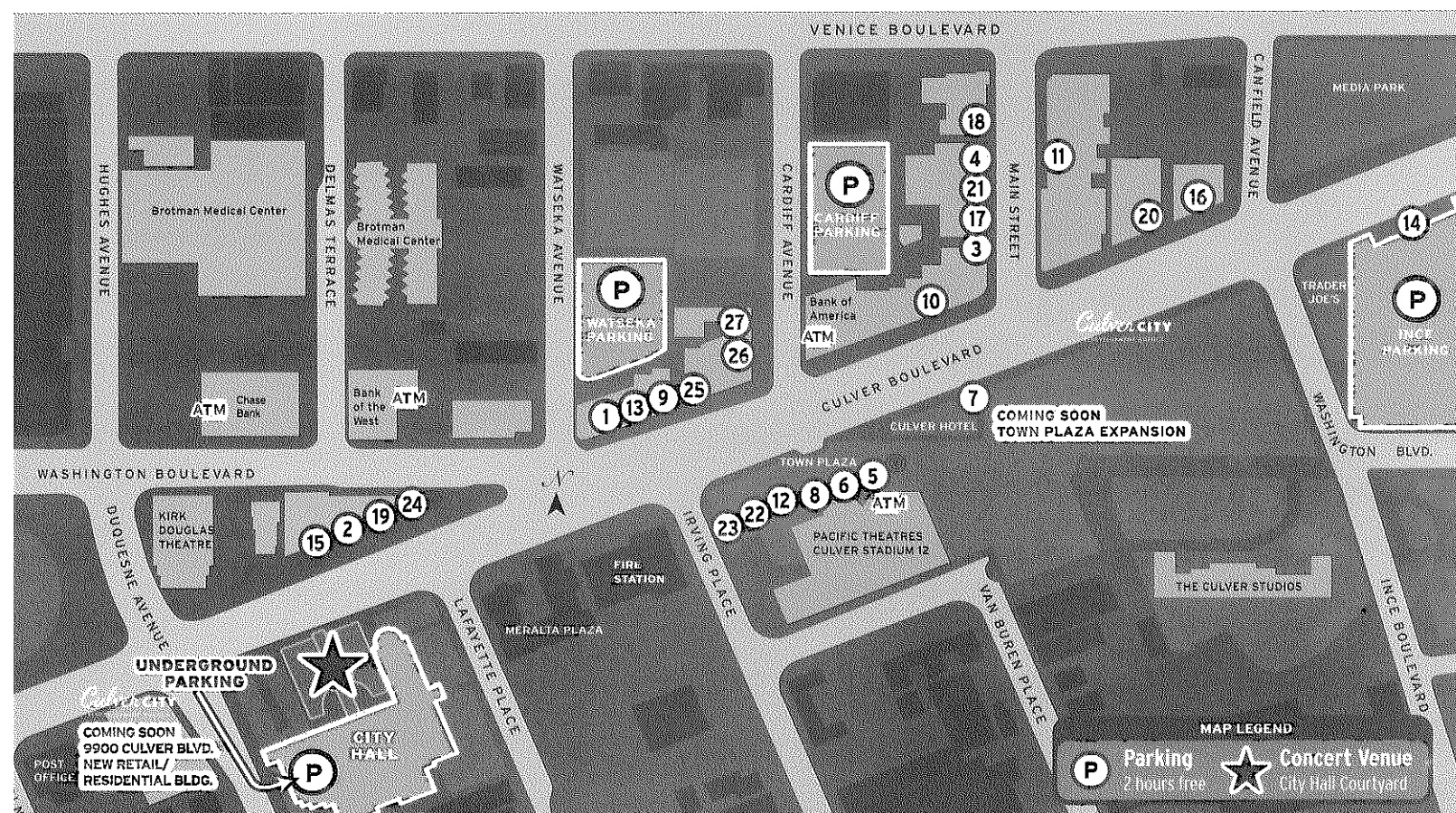
July 9 - September 3

Thursday Nights 7pm

Culver City City Hall Courtyard

9770 Culver Blvd (Culver & Duquesne)

PRINTED ON RECYCLED PAPER



## DINING & PARKING

- 1 Akasha Restaurant/Bar/Bakery**  
9543 Culver Blvd (310) 845-1700  
Complete dinners to desserts and coffee  
Artisan food makers
- 2 Bistro De L'Hermitage**  
9727 Culver Blvd (310) 815-8222  
French Californian Cuisine
- 3 BottleRock**  
3847 Main St (310) 836-9463  
Wine Store and Wine Bar
- 4 Cantalooop**  
3835 Main Street (310) 842-8533  
Natural frozen yogurt
- 5 Chipotle**  
9512 Culver Blvd (310) 841-0561  
Mexican Grill
- 6 Cold Stone Creamery**  
9514 Culver Blvd (310) 837-2663  
The Ultimate Ice Cream Experience
- 7 Culver Hotel and Lobby Bar**  
at the Culver Hotel  
9400 Culver Blvd (310) 838-7963  
Bar & Modern American Cuisine
- 8 Daphne's Greek Café**  
9516 Culver Blvd (310) 280-1650  
Fresh, Greek, and Delicious
- 9 Ford's Filling Station**  
9531 Culver Blvd (310) 202-1470  
American Gastro Pub
- 10 Fraiche**  
9411 Culver Blvd (310) 839-6800  
European Comfort Food
- 11 Grand Casino Bakery & Café**  
3826 Main St (310) 202-6969  
Argentinean Cuisine
- 12 Gyuena!**  
9540 Washington Blvd (310) 838-3131  
Korean BBQ and lounge
- 13 Honey's Kettle Fried Chicken**  
9537 Culver Blvd (310) 202-5453  
Classic American food made from scratch
- 14 K-ZO Restaurant**  
9240 Culver Blvd (310) 202-8890  
Authentic Japanese & French Cuisine
- 15 Kaizuka**  
9729 Culver Blvd (310) 253-5038  
Japanese Cuisine
- 16 Kay 'n Dave's Cantina**  
9341 Culver Blvd (310) 558-8100  
Fresh Mexican cantina cuisine
- 17 La Ballona Mexican Restaurant**  
3843 Main St (310) 558-9336  
Mexican Cuisine
- 18 Larocco's Pizzeria**  
3819 Main Street (310) 837-8345  
Traditional New York-Style Pizza
- 19 Le Saint Amour**  
9725 Culver Blvd (310) 842-8155  
Authentic French cuisine in a Parisian  
brasserie setting
- 20 M Café de Chaya**  
9343 Culver Blvd (310) 838-4300  
Contemporary Macrobiotic Cuisine  
Vegetarian plus seafood
- 21 Novecento Pasta & Grill**  
3837 Main St (310) 842-3838  
Modern Italian Cuisine
- 22 Rush Street**  
9546 Washington Blvd (310) 837-9546  
Upscale American bar food
- 23 Santa Maria Barbeque Co.**  
9552 Washington Blvd (310) 842-8169  
Santa Maria Style Hearty Barbeque
- 24 Starbucks Coffee**  
9718 Washington Blvd (310) 204-1075  
Coffee, Sandwiches, Pastries, and Tea
- 25 Tender Greens**  
9523 Culver Blvd (310) 842-8300  
Garden Cooking, Vegan & Vegetarian Friendly
- 26 Ugo an Italian Café**  
3865 Cardiff Ave (310) 204-1222  
Italian fare with desserts, gelato and coffee
- 27 Ugo an Italian Wine Bar**  
3865 Cardiff Ave (310) 204-5645  
Wine Lounge

Dine locally at any of these fine restaurants. Two hours free parking at the designated structures.

# **ATTACHMENT 2**

*15th Annual*  
**Culver CITY Music Festival**

**Thank you for your consideration of the performers and fellow concertgoers.**

**Please be courteous to others during the performance.**

**Please save only one additional seat per person.**

**Please do not save seats within ten minutes of show time.**

**Please do not move the chairs placed in City Hall Courtyard.**

**Please place lawn/beach chairs on the grassy area only.**

**Please do not place any chairs in tree wells.**

**Please do not smoke in City Hall Courtyard.**

**Please supervise your children at all times.**

**Please keep aisles clear.**

**Please keep skateboards, scooters, roller blades and bicycles outside City Hall Courtyard.**

**Please keep your dogs on the sidewalk at all times.**

**Please be aware that the second and third floors of City Hall are not designated as viewing areas.**

# ATTACHMENT 3

## 2010 CULVER CITY MUSIC FESTIVAL CULTURAL AFFAIRS COMMISSION RECOMMENDATIONS

### CULVER CITY REDEVELOPMENT AGENCY TASKS

#### VENUE/SPONSORSHIP

- Change of Performance Day
  - o Postpone evaluation until closer to Town Plaza relocation
- Festival Admission
  - o Continue to offer free admission
    - Free admission contributes to the success of the Festival
    - Too many other paid cultural and entertainment activities in Downtown available
    - Too many entrances to City Hall Courtyard to monitor which would increase Agency staffing costs
- Reserved Seating
  - o Continue current measures
    - One person may save one additional seat
    - Reserved seats must be attended at all times
    - Seats may not be saved within 10 minutes of performance
  - o Publicize seating policies in program, releases and on website
  - o Add more signage
  - o Restrict entrance to City Hall Courtyard until 4:30pm
    - System currently in place for *Made in Culver City*
    - Set-up too hazardous for early patron arrivals
- Free Speech Accommodation
  - o No recommendation for adjustment at this time
  - o Continue to monitor issue with City Attorney's Office
- Use of Alcohol
  - o No recommendation for adjustment at this time
- Decorum
  - o Expand posting and publicizing of Festival Courtesy Rules
    - Post signage outside Courtyard
    - Post Festival Courtesy Rules in printed program/flyer
    - Distribute press release on decorum
  - o Prohibit tables on the grass
  - o Add clarifying language to signage regarding service animals
  - o Require all dogs to be on leashes
  - o Add clarifying language to signage regarding unattended children

- Audience Amenities
  - o Explore possibility of adding bike racks to venue
  - o Review wheel chair locations with the City's Disability Advisory Committee during the 2010 Festival
  - o Continue to review Culver CityBus schedule in Downtown
- Partnerships
  - o Encourage more partnership with the Downtown Business Association
  - o Explore possibility of bike rack sponsorship

## **FESTIVAL PRODUCER TASKS**

### **MARKETING/PRODUCTION/HOUSE MANAGEMENT**

- Marketing
  - o Continue to present timeline of marketing tasks to Agency staff
  - o Continue electronic marketing
  - o Develop and distribute targeted press releases for each performance
  - o Provide careful attention to the crafting, editing and proofing of biographies for program/flyer
  - o Develop more readable program/flyer
  - o Print Festival Courtesy Rules on program/flyers
- Programming
  - o Continue presentation of a variety of musical styles and genres
  - o Presentation of lively, energetic musical groups
  - o Presentation of music, including more world music, directly appealing to the 18-40 age range
  - o Book performers who have not yet played the Festival to attract new audiences to Culver City in 2010
  - o Book only one musical group, of high caliber, per concert evening to attract more publicity and satisfy those attending only first set
- House Management
  - o Engage experienced House Management staff
    - Producer Staff responsible for audience safety
    - Agency staff not responsible for actively supervising performance
  - o Responsible for Lost and Found items from time of Producer and/or House Staff arrival to time of departure by Producer and/or House Staff
    - Lost and Found items to be logged by Producer

- Agency staff accepts items upon departure by Producer Staff
- Opening Remarks
  - o Shorter Producer remarks at beginning of concerts to capitalize on audience energy
  - o Start performances earlier

# ATTACHMENT 4

CULVER CITY REDEVELOPMENT AGENCY  
&  
CITY OF CULVER CITY

STANDARD FORM CONTRACT

**WITH: Gary Mandell**

**FOR: 2010 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, 2010;
  - 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 2010 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. Producer shall prepare and submit expense report for the 2010 Culver City Music Festival, detailing expenses by category, after the conclusion of the concert series.

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: \_\_\_\_\_  
Mark Scott  
Executive Director

\_\_\_\_\_  
Date

(Signatures continued on page 6)

APPROVED AS TO FORM:

**KANE, BALLMER & BERKMAN**

\_\_\_\_\_  
Agency General Counsel

**CITY OF CULVER CITY**

By: \_\_\_\_\_  
Mark Scott  
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:

\_\_\_\_\_  
Chief Financial Officer

\_\_\_\_\_  
Treasury Division  
Acct. No. \_\_\_\_\_

EXHIBIT A

CITY OF CULVER CITY  
&  
CULVER CITY REDEVELOPMENT AGENCY

**WITH: Gary Mandell**

**FOR: 2010 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 eight (8) Thursday evening concerts, collectively called the 2010 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 8, 2010, from 7:00pm – 9:15pm  
July 15, 2010, from 7:00pm – 9:15pm  
July 22, 2010, from 7:00pm – 9:15pm  
July 29, 2010, from 7:00pm – 9:15pm  
August 5, 2010, from 7:00pm – 9:15pm  
August 12, 2010, from 7:00pm – 9:15pm  
August 19, 2010, from 7:00pm – 9:15pm  
August 26, 2010, from 7:00pm – 9:15pm

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

1. ARTIST MANAGEMENT. Producer shall secure one musical artist or group per concert date. 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 styles, genres and artists. Producer shall screen talent, negotiate with and secure musical artists for the 2010 concert series, by April 30, 2010. 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 of experienced house management staff and oversight of the audience seating arrangements as well as policies and protection of the Culver City City Hall Courtyard aisle ways designated for the 2010 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 is responsible for Lost and Found items from the time of Producer's arrival to the time of Producer's departure. 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 2010 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 develop and distribute targeted press releases for each concert performance. Producer shall be responsible for expending the full amount of the \$10,000, which shall include payment for graphic design services, publicity services, and staff to implement the campaign. Producer may retain up to \$1,500 of the marketing budget for performances of such services. 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 plan, timeline and budget to the Culver City Redevelopment Agency's Administrator for review and comment prior to implementing the campaign. Producer shall prepare legible and accurate promotional materials. Producer shall include Festival sponsorship names and logos as well as Festival Courtesy Rules 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 aisle ways, 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 at City Hall 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: 2010 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 Fifty Five Thousand Dollars (\$55,000) ("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) Forty Five Thousand Dollars (\$45,000) 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 8, 2010 and the final balance of Fifteen Thousand Dollars (\$15,000.00) no later than August 26, 2010.

Exhibit B approved:

\_\_\_\_\_  
Gary Mandell  
Producer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sol Blumenfeld  
Community Development Director

\_\_\_\_\_  
Date

EXHIBIT C  
CULVER CITY REDEVELOPMENT AGENCY  
&  
CITY OF CULVER CITY  
STANDARD FORM CONTRACT

**WITH: Gary Mandell**

**FOR: 2010 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 Culver City Redevelopment Agency, 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 5

## Production Expense Report Submitted by Gary Mandell

| CO.                 | CHECK # | AMOUNT | SERVICE  |
|---------------------|---------|--------|----------|
| TECHNOLOGY ARTISTS  | 12405   | 5625   | SOUND    |
| RICARDO LEMVO       | 12406   | 2000   | CONCERT  |
| LA DOLCE VITA       | 12407   | 60     | FOOD     |
| LA DOLCE VITA       | 12422   | 62     | FOOD     |
| YOUNG DUBLINERS     | 12423   | 3000   | CONCERT  |
| LA DOLCE VITA       | 12452   | 43.5   | FOOD     |
| KATIA MORAES        | 12453   | 2000   | CONCERT  |
| LA DOLCE VITA       | 12470   | 60     | FOOD     |
| TECHNOLOGY ARTISTS  | 12493   | 5625   | SOUND    |
| JOHN JORGENSON      | 12494   | 2800   | CONCERT  |
| LA DOLCE VITA       | 12495   | 60     | FOOD     |
| BLUE BREEZE BAND    | 12514   | 1250   | CONCERT  |
| BONEDADDYS          | 12515   | 1500   | CONCERT  |
| LA DOLCE VITA       | 12516   | 90     | FOOD     |
| CEDRIC WATSON       | 12543   | 2500   | CONCERT  |
| LA DOLCE VITA       | 12544   | 60     | FOOD     |
| LA DOLCE VITA       | 12560   | 90     | FOOD     |
| COW BOP             | 12562   | 1000   | CONCERT  |
| FOLK COLLECTION     | 12585   | 1000   | CONCERT  |
| LA DOLCE VITA       | 12594   | 60     | FOOD     |
| ZACK MANDELL        | 12595   | 21     | SUPPLIES |
| SURF CITY ALLSTARS  | 12596   | 2500   | CONCERT  |
| BARBARA MORRISON    | 12469   | 2300   | CONCERT  |
| CA PANTHER SECURITY | 0       | 652.5  | SECURITY |
| MAX MAYO            | 0       | 776    | STAFF    |
| ZACK MANDELL        | 0       | 776    | STAFF    |
| TRADER JOES CR CRD  | 0       | 160.78 | FOOD     |

|                    |          |
|--------------------|----------|
| TOTAL CONC EXPENSE | 36071.78 |
|--------------------|----------|

## Marketing Expense Report Submitted by Gary Mandell

| CO.          | CHECK # | AMOUNT | SERVICE              |
|--------------|---------|--------|----------------------|
| TIME WARNER  | 12293   |        | 1600 TV SPOTS        |
| PARKS & REC  | 12323   |        | 600 CC LIVING        |
| CC CHAMBER   | 12327   |        | 75 CHAMBER PAK       |
| FLOWTOWN     | 12348   |        | 400 TV SPOT          |
| TOM PRAGER   | 12336   |        | 1500 DESIGN          |
| MR PRINTER   | 12335   |        | 1800 FLYER PRINTING  |
| CC OBSERVER  | 12364   |        | 635 PRINT AD         |
| LA TIMES     | 12546   |        | 627 PRINT AD         |
| BOB KINSEY   | 12587   |        | 100 RECORDING        |
| MIKE MEYER   | 12420   |        | 50 RECORDING         |
| ZACK MANDELL | 0       |        | 500 EMAIL/PRESS REL. |
| CC NEWS      | 12402   |        | 730 PRINT AD         |
| GARY MANDELL | 0       |        | 1500 SUPERVISON      |
| TOTAL        |         | 10117  |                      |