



AGENDA REPORT

Meeting Date: April 3, 2012

Item Number: E-1

To: Honorable Mayor & City Council

From: Cheryl Friedling, Deputy City Manager for Public Affairs
Megan Roach, Marketing & Economic Sustainability Manager *(MR)*

Subject: AGREEMENT WITH THE ARGUS GROUP, LLC FOR
SPONSORSHIP SALES AND HOST COMMITTEE
DEVELOPMENT FOR THE CITY'S 100TH ANNIVERSARY AND
APPROVAL OF A PURCHASE ORDER IN THE NOT-TO-EXCEED
AMOUNT OF \$120,000 FOR THESE SERVICES

Attachments:

1. Agreement
2. Correspondence from Chairman Richard Rosenzweig
3. Overview – The Argus Group
4. Host Committee Roster – Mexico's Anniversary

RECOMMENDATION

It is recommended that the City Council approve an agreement with The Argus Group, LLC for sponsorship sales and host committee development for the City's 100th Anniversary and approve a purchase order in the not-to-exceed amount of \$120,000 to The Argus Group, LLC for these services.

INTRODUCTION

The City's 100th Anniversary celebration will commence in mid-2013 and extend throughout 2014, showcasing the community with a portfolio of key events and initiatives. The official 100th Anniversary date is January 28, 2014.

Community leader Richard Rosenzweig serves as Chairman of the 100th Anniversary Celebration Committee along with Councilmember Brucker and Councilmember Bosse. The Committee reviewed The Argus Group's proposal for sponsorship sales and host committee development for the City's 100th Anniversary and recommended that the City enter into an agreement for these services.

DISCUSSION

The key objective of the 18-month 100th Anniversary program is to highlight Beverly Hills to residents and visitors through a series of celebratory events and high-profile

promotions. The Anniversary Committee recommended that the City engage an experienced marketing firm to secure luxury corporate and philanthropic sponsors to raise funds to underwrite the costs of the events and initiatives. The program will include various sponsorship levels and benefits to provide significant branding and marketing exposure for corporate sponsors, along with an opportunity to show their support for Beverly Hills. Staff interviewed several marketing and event production firms in Los Angeles and ultimately recommended The Argus Group to the Anniversary Committee based on that firm's unique expertise in corporate sponsorship sales for large-scale events and celebrations.

The Argus Group, headquartered in New York City and founded by Maureen Reidy and James Dingman, is a premier full service, strategic marketing agency that provides a wide range of services and expertise in sponsorship sales, event production and destination management.

This firm has key relationships with many of the world's most prestigious corporations, philanthropic leaders and celebrities, including cachet luxury brands headquartered in New York. In 2010, Mexico celebrated the bicentennial anniversary of its independence from Spain (as well as the centennial anniversary of the Mexican Revolution). The Argus Group developed a high-profile Host Committee chaired by former President Clinton, and other world-renowned individuals such as Carlos Slim, Placido Domingo and Salma Hayek, and secured MasterCard and other Fortune 500 corporate sponsors as the signature donors for the celebration.

The Argus Group will leverage their experience and network of New York-based CEOs at Fortune 500 Companies to identify potential international and national financial sponsors for Beverly Hills' 100th Anniversary. The firm will work closely with the City to identify sponsorship benefits and media assets and produce presentation materials highlighting event and sponsorship opportunities. The Argus Group will also work with the City to develop a target list of Host Committee candidates who reside outside Beverly Hills to complement local dignitaries and residents, and provide greater visibility and brand recognition for the City's historic milestone.

FISCAL IMPACT

Currently \$250,000 has been allocated in Fiscal Year 2011-2012 for 100th Anniversary programs from the Tourism and Marketing budget through the Transient Occupancy Tax, with an expectation that a similar amount will be allocated in the next two fiscal years from the same source if approved by the City Council during the budget process.

The agreement with The Argus Group, LLC is for a not-to-exceed amount of \$120,000, plus 20% commission on gross cash sponsorship revenue and/or fair market value of goods/services secured by the firm. While the clear priority is to secure all cash corporate sponsorships, there may be a unique situation in which a combination cash and goods/services would benefit the 100th Anniversary program. These would be evaluated on a case-by-case basis with input from the Anniversary Committee (Councilmembers Bosse and Brucker and Richard Rosenzweig). Should the City approve such a contribution, a sponsorship contract would be executed that details the fair market value of the goods/services provided by the sponsor and the City would compensate The Argus Group, LLC 20% of the gross fair market value of these in-kind goods/services.



Scott Miller
Finance Approval



Cheryl Friedling
Approved By

Attachment 1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND THE
ARGUS GROUP, LLC FOR SPONSORSHIP SALES AND HOST
COMMITTEE DEVELOPMENT FOR THE CITY'S 100TH ANNIVERSARY

NAME OF CONTRACTOR: The Argus Group, LLC

PRINCIPAL OF CONTRACTOR: Maureen Reidy, Chief Executive Officer

CONTRACTOR'S ADDRESS: 501 Seventh Avenue
Suite 520
New York, NY 10018
Attention: Maureen Reidy, CEO

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

COMMENCEMENT DATE: May 1, 2012

TERMINATION DATE: April 30, 2013

CONSIDERATION: Consideration as set forth in Exhibit B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND THE
ARGUS GROUP, LLC FOR SPONSORSHIP SALES AND HOST
COMMITTEE DEVELOPMENT FOR THE CITY'S 100TH ANNIVERSARY

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and The Argus Group, LLC (hereinafter called "CONTRACTOR").

RECITALS

A. CITY desires to have certain services and/or goods provided as set forth in Exhibit A (the "Scope of Work"), attached hereto and incorporated herein.

B. CONTRACTOR represents that it is qualified and able to perform the Scope of Works.

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 reasonably 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 and CONTRACTOR shall have the right to request, in writing, changes in the Scope of Work and the changes must be agreed to by both parties in writing. 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 scope of work as attached hereto as Exhibit A and incorporated herein by the Termination Date set forth above.

Section 3. Compensation.

(a) Compensation. CITY agrees to compensate CONTRACTOR for the services and/or goods provided 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. CONTRACTOR shall be entitled to reimbursement only for those expenses expressly set forth in Exhibit B. Any additional expenses incurred by CONTRACTOR must be approved by CITY in writing in advance.

Section 4. Method of Payment. Unless otherwise provided for herein, CONTRACTOR shall submit to City a detailed invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within thirty (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, attached hereto and incorporated herein.

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 Principal shall oversee CONTRACTOR's Vice President Sales who shall serve as the Responsible Principal and shall be principally responsible for delivering the Scope of Services outlined in Exhibit A and who shall also serve as the day-to-day contact for CITY

(b) CITY's Responsible Principal shall be the Deputy City Manager for Public Affairs 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 New York state law for the provision of services under this Agreement, including a business license.

Section 10. Interests of CONTRACTOR. CONTRACTOR presently has no knowledge of any 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. CONTRACTOR shall make its best efforts that 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, that includes automobile liability coverage for owned, hired and non-owned vehicles as applicable, 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) 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, upon five (5) business days prior written notice to CONTRACTOR.

(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.

(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 thirty (30) 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 pro rata monthly amount per day through the date of termination, all commissions earned, the retainer, and all out-of-pocket expenses pre-approved in writing by CITY. 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. Breach/Notice to Cure. Upon a material breach (including failure to make any payment due hereunder or failure to perform Scope of Services outlined in Exhibit A) of either party's obligations hereunder, written notice shall be delivered to the alleged breaching party and they shall have ten (10) business days from the date of notice, to cure and remedy the alleged breach. Failure to cure said breach within the ten (10) day period shall be deemed to be a material default and the injured party may elect to terminate this agreement and/or seek damages, if any, as a result thereof.

Section 15. Promotion. CONTRACTOR shall have the right to include CITY in its listing of clients and shall have the right to issue an announcement and/or press release with CITY's prior written approval communicating this business relationship.

Section 16. 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 17. 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 18. Records and Inspections. CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of two (2) 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 related program data, and documents.

Section 19. Changes in the Scope of Work. CITY and CONTRACTOR shall have the right to request, in writing, changes in the scope of work or the services to be performed and the changes must be agreed to by both parties in writing. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

Section 20. 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 during the receiving party's regular business hours; or (b) on the third 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 21. 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 22. Non-Solicitation.

(a) CITY recognizes and acknowledges that CONTRACTOR's employees, agents and affiliates are a valuable asset of the CONTRACTOR's business and during the term of this Agreement and for a period of two (2) years after termination of this Agreement, CITY on behalf of itself and its affiliates, agents, employees and/or representatives, agrees not to in any

way, directly or indirectly, to solicit or induce, divert, take away, employ, retain or hire from CONTRACTOR on behalf of CITY or on behalf of any other person or entity, any of CONTRACTOR's employees, members, consultants, affiliates, agents or representatives.

(b) If CITY or any of its agents, employees or representatives or affiliates commit a breach or threaten to commit a breach, of any of the provisions of this paragraph, after written notice of default and five (5) days opportunity to cure, CONTRACTOR shall have the following cumulative non-exclusive rights and remedies:

1) to have the provisions of this paragraph specifically enforced by any Court having equity jurisdiction, it being acknowledged and agreed by CITY that any such breach or threatened breach will cause irreparable harm and injury to CONTRACTOR and that money damages will not provide an adequate remedy to CONTRACTOR; and

2) to recover any consequential, indirect, incidental, punitive or special damages suffered by CONTRACTOR.

Section 23. Non-Disparagement. During the term of this Agreement and at all times thereafter, neither CONTRACTOR nor CITY shall defame, disparage or make negative statements about the other that is intended to damage the goodwill, business or personal reputations of the other or any of its affiliates, shareholders, officers, directors, managers, members, employees, consultants and agents.

Section 24. 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 25. 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 26. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 27. City Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

Section 28. 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 _____ 20____, at Beverly Hills, California.

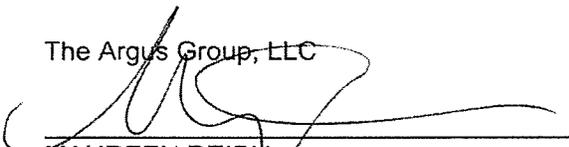
CITY OF BEVERLY HILLS
A Municipal Corporation

WILLIAM W. BRIEN, MD
Mayor of the City of Beverly Hills, California

ATTEST:

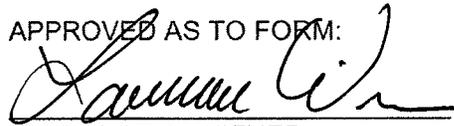
(SEAL)
BYRON POPE
City Clerk

The Argus Group, LLC



MAUREEN REIDY
Chief Executive Officer

APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:



JEFFREY KOLIN
City Manager



CHERYL FRIEDLING
Deputy City Manager for Public Affairs



KARL KIRKMAN
Risk Manager

EXHIBIT A
SCOPE OF WORK

CONTRACTOR shall perform the following services:

- A. Sponsorship Sales
 - I. Sponsorship Presentation
 - Work with CITY to identify the list of sponsorship benefits and media assets in preparation for the CITY's 100th Anniversary in 2014.
 - Produce all presentation decks highlighting the CITY's event and sponsorship opportunities.
 - II. Target Companies
 - Leverage experience and contacts in key international/national sectors to identify potential target organizations/donors/individuals.
 - Submit list of potential corporate and philanthropic donors to CITY for approval.
 - III. Pitch and Negotiate Sponsorship Deals
 - Schedule meetings with potential sponsors, including companies, philanthropic or cultural organizations, or other individuals/organizations.
 - Present the detailed partnership opportunity as outlined in the presentation approved by CITY.
 - Negotiate all deal points with approved companies/organizations/individuals on behalf and at the discretion of CITY.
 - Advise CITY of business terms for CITY legal counsel to draft, construct, and execute contracts with approved companies/organizations/individuals.
- B. Host Committee Development
 - Create an overview presentation to be used during initial outreach meetings.
 - Develop a target list of Host Committee candidates that live outside Beverly Hills.
 - Commence outreach and discussions to procure Host Committee members.
- C. Strategic Consulting
 - Utilize expertise to recommend events and opportunities to CITY.
 - Provide meeting introductions or other opportunities for CITY to promote its 100th Anniversary.
 - Recommend service providers (such as public relations firms) to augment services provided by CONTRACTOR, as appropriate.

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

For the scope of work included in Exhibit A, performed for the period of May 1, 2012 through April 30, 2013, CITY shall pay CONTRACTOR a retainer in the amount of Ten Thousand Dollars (\$10,000.00) per month for a total annual retainer not-to-exceed amount of One Hundred And Twenty Thousand Dollars (\$120,000.00).

CONTRACTOR shall submit an invoice to CITY on a monthly basis for retainer services as outlined in Exhibit A, which shall include documentation setting forth in detail a description of the services performed. CITY shall pay CONTRACTOR the amount of such billing within thirty (30) business days of receipt of invoice.

With respect to cash sponsorships, gross sponsorship revenue generated by CONTRACTOR from a pre-approved list of potential corporate and philanthropic donors will be paid directly by sponsor to CONTRACTOR. CONTRACTOR shall retain a commission equal to 20% of the gross sponsorship revenue received and remit the remaining 80% to CITY within fifteen (15) days of receipt of such funds from sponsor. CONTRACTOR shall maintain complete and accurate records of all gross revenues as well as activities engaged in by CONTRACTOR on behalf of CITY.

With respect to in-kind sponsorships, from a pre-approved list of potential corporate and philanthropic donors, CONTRACTOR shall provide a term sheet listing the sponsorship deal points, offered in-kind goods/services and related fair market value. Should CITY accept the deal, CONTRACTOR shall submit an invoice upon said sponsorship contract execution detailing the fair market value of the goods/services provided by the sponsor as outlined in the previously approved said deal points and CONTRACTOR shall receive 20% of the gross fair market value of the said in-kind good/services received by the CITY. CITY shall pay CONTRACTOR the amount of such billing within thirty (30) business days of receipt of invoice. CONTRACTOR shall maintain complete and accurate records of all gross revenues as well as activities engaged in by CONTRACTOR on behalf of CITY.

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

PLAYBOY ENTERPRISES, INC.

RICHARD S. ROSENZWEIG
SENIOR ADVISOR AND DIRECTOR

March 27, 2012

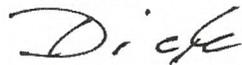
Dear Mayor and City Council:

In my role as Chair of the City's 100th Anniversary Committee I have had the pleasure of working with Councilmembers Bosse and Brucker and staff to formulate a draft portfolio of events and high-profile initiatives to celebrate Beverly Hills.

Last week I participated on an hour-long conference call with the principals of The Argus Group, LLC. I was extremely impressed with their credentials and their unique expertise with securing corporate sponsorships for large-scale events and celebrations including Mexico's Bicentennial, the GRAMMY awards and the Latin Emmys. The firm's strategic vision and their ability to deliver international and national financial sponsorship revenue are essential for supporting the City's 100th Anniversary.

In my career I have worked with numerous consultants on events and I am confident that The Argus Group's experience and their relationships with many of the world's most prestigious corporations, philanthropic leaders and celebrities, will ensure maximum revenue opportunities and brand recognition for the City's historic milestone.

Best regards,



Richard Rosenzweig
Chairman
Beverly Hills 100th Anniversary Committee

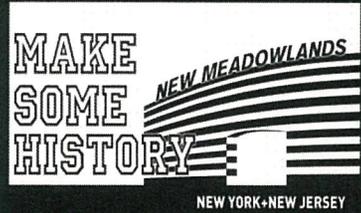
Attachment 3

The Argus Group

501 Seventh Avenue, Suite 520
New York, NY 10018

212-759-9500
www.TheArgusGroupLLC.com

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- Argus Team Event Experience

❑ Case Studies

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- Revealing Mexico Week Presented by MasterCard
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- Victoria's Secret Fashion Show

WHO WE ARE

About Argus



- ❑ The Argus Group, headquartered in NYC and founded by Maureen Reidy and James Dingman, is a premier full service strategic marketing agency that partners with clients to deliver inspired ideas and flawless execution.
- ❑ The Argus Group works with revered sports and entertainment brands and properties, legendary venues, government agencies, and municipalities providing a wide range of services and expertise in business advisory, marketing, sponsorship sales and activation, event production and development, and live television specials.
- ❑ The Argus Group is dedicated to developing and producing the world's biggest events to managing sponsorship sales and strategies for major brands and entertainment properties.
- ❑ The Argus Group team is comprised of executives and staff with unparalleled experience and deep expertise in:
 - Marketing
 - Advertising
 - Sponsorship Sales & Activation
 - Promotions
 - Event Production
 - Television Production
 - Communications
 - Media
 - Market Research
 - Destination Management

The Argus Philosophy

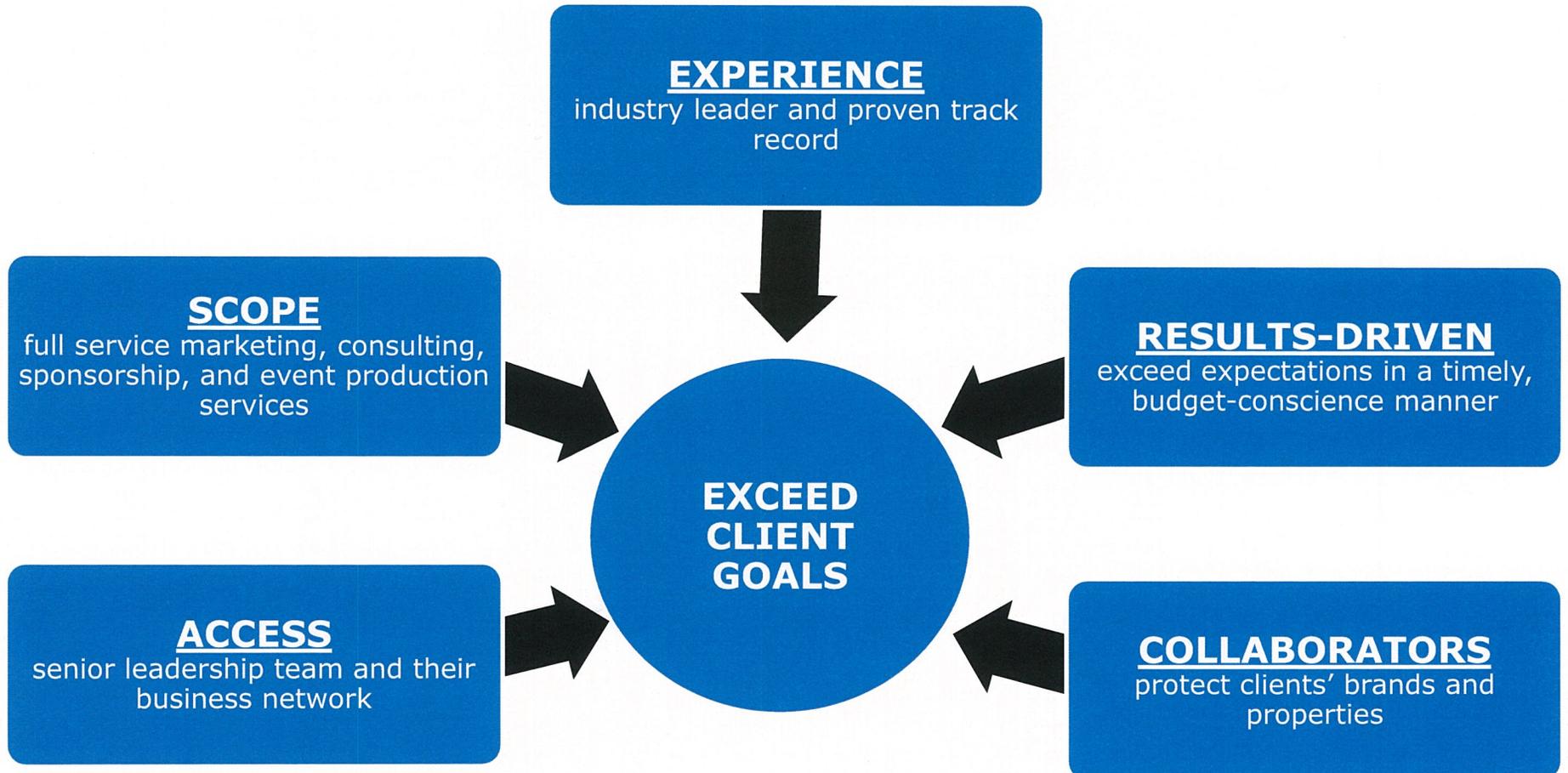


Argus was a figure of Greek mythology who served as a protector of the Gods and with its 100 eyes was known as “one who sees all”.

Like the mythological being, The Argus Group uses its assets and experience to guide its clients to reach their business objectives and exceed their expectations.

Argus signifies a visionary and a guardian - exactly what The Argus Group is for its clients.

The Argus Difference



Leadership Team



Maureen Reidy, President & CEO

Maureen Reidy currently serves as President & CEO of The Argus Group, a major holding company that provides premier business services in business advisory, marketing, sponsorship sales and activation, event production and development, and live television specials.

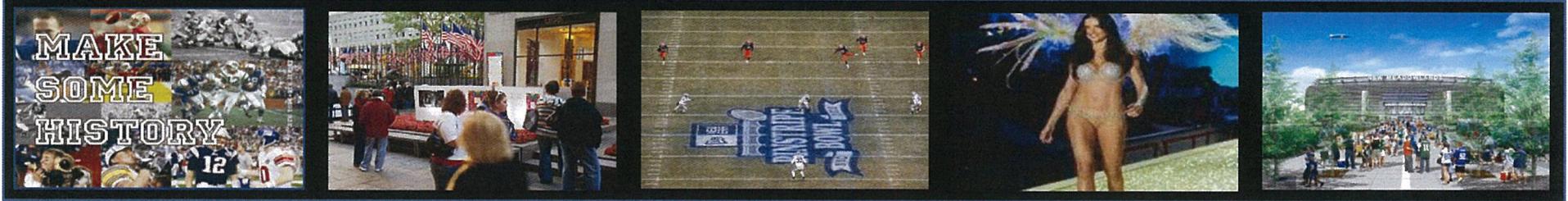
Previously, Maureen served as Chief Operating Officer of IMG Fashion, the world's premier creator of fashion events, producer of fashion publications and creator of a wide array of fashion-themed media programming and content.

Prior to IMG, Maureen was selected by NYC Mayor Michael Bloomberg to create a new entity, NYC Big Events, Inc. and serve as its CEO. NYC Big Events is the City's official organization dedicated to attracting major, blockbuster events of national and international importance to NYC. Reidy was responsible for Host City logistics, operations, marketing, and sponsorship of many events including the 2004 Republican National Convention, Macy's Thanksgiving Day Parade, the Latin GRAMMY Awards Show, among others. Additionally during her tenure with NYC, she served as the City's Chief Marketing Officer overseeing the City's tourism, advertising, media assets, licensing, corporate partnerships, and visitor programs.

Before joining the Bloomberg Administration, Maureen served as President of The Miss Universe Organization, working directly for Donald J. Trump for six years, where she was responsible for the annual Miss Universe, Miss USA and Miss TEEN USA pageant telecasts.

Countless business and lifestyle publications and organizations have recognized her drive, vision, and success. She was named by *Crain's New York Business* as one of the magazines' "40 under 40." A graduate of the University of Maryland, College Park, with a B.S. in Accounting, Maureen began her professional career working as a CPA with Price Waterhouse.

Leadership Team



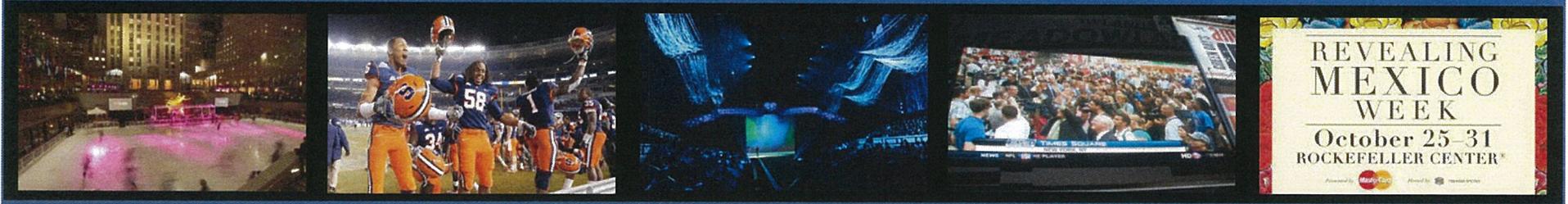
Chris Smith, Business Development

Chris currently serves as the head of the Business Development department for The Argus Group and is a seasoned professional with years of experience leading and directing multi-tiered businesses, and developing and implementing marketing programs and events. Chris worked for over five years at the National Basketball Association (NBA), concentrating on developing the game of basketball internationally through creating events, sponsorship opportunities for local businesses, television exposure, advertising, and developing merchandise strategies for the sale of consumer products. While at the NBA, Chris helped to carry out the league's strategy of growing the game of basketball globally by working closely with offices in London, Mexico, Paris, China, Australia, and Brazil.

After working at the NBA, Chris went to work for Millsport, an Omnicom agency, which is one of the largest sports and entertainment marketing agencies in the United States. While at Millsport, Chris worked on new business development and sponsorship, and oversaw large-scale marketing and event programs, including Polaroid's camera launch with Britney Spears, Tostitos Fiesta Bowl partnership, and developing marketing programs for various Fortune 500 companies.

Prior to starting at The Argus Group, Chris was responsible for overseeing and managing many of the sports and entertainment businesses at Chelsea Piers, one of the largest sports and entertainment complexes in the United States. Responsibilities included management of businesses with over 200 employees, and oversight of strategic planning and marketing, financial management and controls, operations and project development, and sponsorship.

Leadership Team



Seth Freed, Sales & Sponsorships

Seth Freed currently serves as the head of the Sales & Sponsorships department for The Argus Group overseeing all sales efforts and partnerships. Prior to joining Argus, Seth was the Senior Director of Sponsorship for the Lilith Fair music festival, where he oversaw all business negotiations, activation development, and execution. He also managed all of the tour's relationships with numerous national and global brands including Johnson & Johnson, Kraft, Unilever, ABC Television, Chevrolet and Cliff Bar.

Prior to working for Lilith Fair, Seth spent over eight years as Blue Man Group's Senior General Manager of Business Development. In this role, Seth was integral in transforming the 450-person theatre group into a 1000+ person international media company through his expertise in live performance, film, TV, music, interactive arts, and mobile technologies. Seth's accomplishments with Blue Man include working on Intel's Pentium 3 and 4 campaigns, negotiating JBL's sponsorship of Blue Man Group's three-year touring Children's Museum Exhibit, initiating a Monster.com 2001 Super bowl Ad that featured a Blue Man song, serving as co-Executive Producer for Blue Man's sold-out international rock tour and launching Blue Man's scoring career with 20th Century Fox's Robots and The Jury, and Vanguard Animation's Space Chimps.

Seth began his career at Profile Records where he worked in the legal department. Seth graduated from the State University of New York at Oneonta with a BA in Communications.

Leadership Team



Lisa Hill, Special Events

Lisa Hill currently serves as the head of the Special Events department for The Argus Group and has a strong background with many years of experience in hospitality, and planning large-scale events, trade shows, and conferences. Prior to joining the Argus team, Lisa was a Senior Account Executive at Global Events, a special events firm in New York City, where her primary focus was the planning and execution of large-scale financial conferences and fundraising events, many of which had budgets upwards of a million dollars.

Prior to Global Events, Lisa gained national experience spending several years in the hospitality industry working for top catering firm, Bold American Catering. In this role, she contracted, planned and produced over 70 full scale non-profit and social events. As a contributor to the national trade publication *Special Events* magazine, Lisa was recognized as an industry expert on local television and radio programs.

Beginning her career at The Ritz-Carlton Hotel Company provided Lisa with the opportunity to learn from the best and the brightest in the hospitality industry. Working with both peers and clients who expected only the highest level of service, Lisa learned to expect and deliver excellence. While with The Ritz-Carlton, Lisa secured, directed and implemented over 400 corporate, non-profit and social events.

While attending Miami University of Ohio, Lisa earned a degree in Speech Communications with a concentration in Public Relations.

Leadership Team



Michael Daniels, Marketing

Michael Daniels currently serves as the Director of Marketing for The Argus Group. Previously, he was responsible for developing and managing corporate partnerships for NYC & Company, the official marketing, tourism and partnership organization for the City of New York. Clients managed accounted for over \$10 million in business annually for the City of New York. Key clients included AT&T, JetBlue, Coca-Cola North America and Heineken USA.

Before NYC & Company, he spent three years as Marketing Manager for NYC Big Events, overseeing operations and implementing local promotions for high-profile events. Clients and events included Columbia Tristar Marketing Group (Spider-Man 3), Country Music Association (CMA Awards), Latin Academy of Recording Arts & Sciences (Latin GRAMMY Awards), Major League Baseball (MLB All-Star Game) and the National Football League (NFL Draft). During this time, he also worked on the Marketing and Events team for the New York City Host Committee of the Republican National Convention and was responsible for developing and managing the event's website, creative campaigns, media and major events and activities.

Michael graduated from George Washington University with a BA in Political Science and minor in Communications.

Leadership Team



David Schoer, Finance

David Schoer currently serves as the head of the Finance department for The Argus Group and has a background in operational management, profitability analysis and business planning, new business development, business improvement strategy, enhancing customer value, and people management / team engagement.

Prior to joining the Argus team, David worked for nine years as the Senior Financial Analyst and Controller for Chelsea Piers, a \$65MM sports and recreational facility located in Manhattan. He has experience in leading and managing multi-tiered businesses by improving fiscal and operational management, implementing disciplined sales plans and marketing programs, and motivating high performing teams. David was responsible for providing financial analysis of current businesses and future projects, short-term and long-term strategic planning, ensuring proper financial processes, and overseeing management of businesses with over 200 employees.

David combines a strong and broad business experience with an MBA from New York University's Stern School of Business with specializations in management, strategy, and entrepreneurship & innovation. In addition, David graduated magna cum laude from New York University with a B.S. in Sports Management. While at New York University, David interned for KSA Public Relations, the New York Mets, and IMG Worldwide.

WHAT WE DO

Argus Services

Full Service
Marketing

Sponsorship
Sales & Activation

ARGUS

Event Development &
Production

Live Television
Specials

Full Service Marketing



The Argus Group works closely with some of the world's best known brands, entertainment properties, and non-for-profit organizations to develop and implement unique and impactful marketing solutions.

The Argus Group's strategic approach focuses on maximizing ROI and creating real value through our expertise, knowledge, creative concepts, and influence.

Management services include:

- Corporate Marketing
- Venue & Property Marketing & Programming
- Tourism & Municipal Marketing
- Brand Management & Activation
- Development of Social Media Engagement Platforms
- Promotions
- Strategic Planning
- Consumer & B2B Marketing
- Grassroots & Guerilla Marketing
- Product Development & Licensing

Event Development & Production



The Argus Group's full service event team offers 30+ years of experience producing and managing events from their inception. The Argus Group has created and planned events ranging from large scale VIP Gala gatherings to corporate outings and retreats to charitable functions and product launches.

The Argus Group offers an unrivaled network of "bold faced names" in business, government, sports, media, and entertainment, and resources with top venues and vendors, to ensure your event success.

Event services include:

- Event Conception & Development
- Management & Production of Events
- Budget Management
- Venue & Vendor Selection & Negotiation
- Host City Bids / RFP Bid Specification Process
- Event Marketing & Promotions
- Media & PR
- Secure "A" list attendees
- Hotels / Destination Services

Sponsorship Sales & Activation



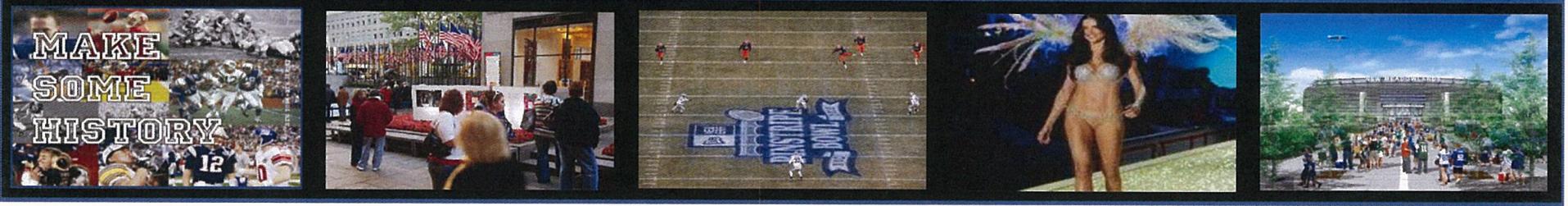
Some of the best-known companies and properties work with The Argus Group to identify and create a sponsorship program for their respective brands. Our ability to sell, negotiate, manage and activate sponsorships helps these companies create unique brand experiences, which influence consumer behaviors, build long-term loyalty, and maximize brand awareness.

The Argus Group's network of key "C-level" executives provides direct access to the key decision makers at Fortune 500 companies

The Argus Group's turnkey sponsorship services include:

- Pitch, Negotiate, & Close Sponsorship Deals
- Identify & Value Assets
- Presentation Development & Timeline
- Formulate Budgets, Strategy, & Target Companies
- Create Innovated Sales & Activation Platforms For Sponsors
- Provide Day-to-Day Account Management & Oversee All Activation Elements
- Present Detailed Post-Event Recap Reports

Live Television Specials



The Argus Group has long standing relationships with the best and most respected creative and production professionals in the industry. Our team has years of experience working with the top broadcast networks, cable networks, and advertisers.

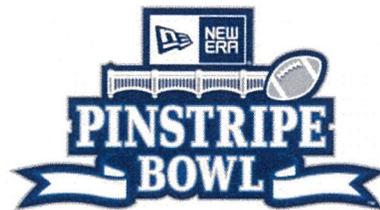
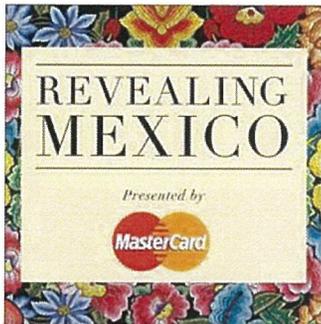
Live television special services include:

- Development & Production of Programming
- Creation of Content & Set Design
- Negotiate & Secure Broadcast Rights
- Research, Identify, & Negotiate Venue Options for Broadcast
- Talent Outreach & Management
- Budget Creation, Development, & Management
- Staffing Recruitment & Management

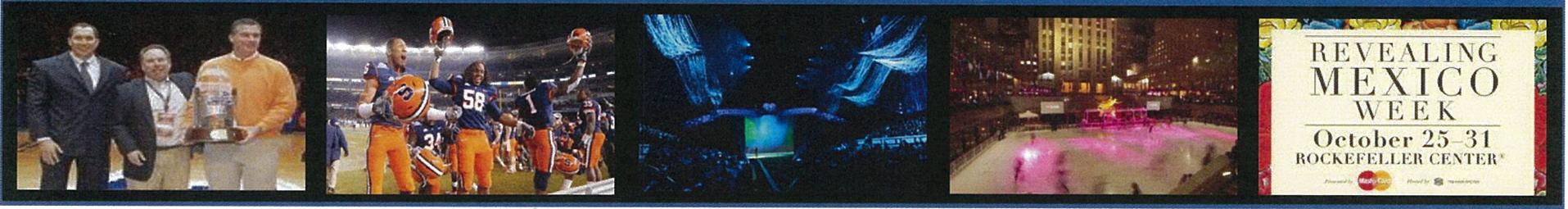
WHO WE REPRESENT

The Argus Group

Clients Past & Present



Argus Team Event Experience

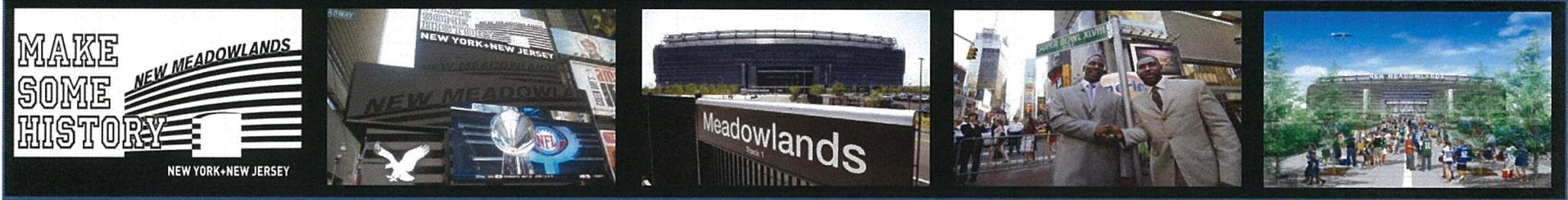


The Argus Group team is comprised of executives with unparalleled experience in producing world-class events, such as:

- 2014 NY/NJ Super Bowl Bid Committee
- NY Yankees New Era Pinstripe Bowl
- Revealing Mexico - Bicentennial
- Henry Hudson 400
- MLB All-Star Game
- Fashion Week
- Advertising Week
- Worldwide Premiere of *Spiderman 3*
- Hip-Hop Honors
- Latin Emmys
- MTV Video Music Awards
- Country Music Association Awards
- Worldwide Premiere of *King Kong*
- VH-1 Save the Music Benefit Concert
- NBA All-Star Game
- 2004 Republican National Convention
- Latin GRAMMY Awards
- GRAMMY Awards
- NFL Kickoff in Times Square
- New Year's Eve in Times Square
- NFL Draft
- Tony Awards
- Macy's Thanksgiving Day Parade
- Fleet Week
- Veteran's Day Parade
- Miss Universe Pageant
- Miss USA Pageant
- Miss TEEN USA Pageant
- Blue Man Group Tour
- 2011 Super Bowl Tailgate Party
- Billboard Music Awards
- Video Game Awards
- Lilith Fair
- Consumer Electronics Show

CASE STUDIES

NY/NJ Super Bowl XLVIII Bid Committee



The New Meadowlands Stadium (NMS) engaged The Argus Group to oversee, manage and execute the NFL RFP bid specifications process which made history by bringing the first-ever cold weather Super Bowl played outdoors to the New York region.

In 2010, NMS was selected to host Super Bowl XLVIII in February 2014. The Super Bowl will bring unprecedented community and economic benefits to the region, with an economic impact expected to exceed \$550 million.

NY/NJ Super Bowl XLVIII Bid Committee



Highlights included:

- ❑ Coordinated activities between New York and New Jersey state agencies in response to the NFL RFP bid.
- ❑ Executed and organized viewing party and rally in Times Square with several thousand New York Jets and Giants fans, hosted by Mayor Bloomberg, Justin Tuck (Giants), Darrelle Revis (Jets), and FOX morning show personalities Greg Kelly and Rosanna Scott.
- ❑ Negotiated and secured contracts for over 19,000 hotel rooms and venues for the week of events including NFL Experience.
- ❑ Secured commitments for iconic New York venues to host special events such as breakfast in the NYSE Chairman's Boardroom while watching the opening bell ring, breakfast at Tiffany's, or see a Broadway show or television taping.
- ❑ Developed plan to:
 - ❑ Capitalize on the region's world-renowned events to create additional excitement, publicity, and media impressions for the Super Bowl and NFL leading up to the game through a six-month "Countdown to the Super Bowl" spanning the entire 2013 football season; potential marketing programs, events, and alliances that might be developed include New Year's Eve Times Square, Macy's Thanksgiving Day Parade, Advertising Week, and Fashion Week.
 - ❑ Implement grass-roots promotions designed to increase and sustain brand exposure and increase market penetration for the NFL and its corporate and retail partners.
 - ❑ Multi-million dollar game day fan comfort initiative, including concourse heaters, heated seat cushions, & pocket warmers.
 - ❑ Assign a dedicated, world-class concierge from the acclaimed Les Clefs d'Or Organization.

Revealing Mexico Week Presented by MasterCard



In October 2010, Mexico celebrated the bicentennial anniversary of its independence from Spain as well as the centennial anniversary of the Mexican Revolution. These important milestones offered a very unique and exciting opportunity to use these anniversaries as the impetus to create a program that showcased all that Mexico has to offer.

As part of the anniversary celebrations, The Argus Group formed a high-profile Host Committee chaired by President William Jefferson Clinton, and included other world renowned individuals such as Placido Domingo, Salma Hayek, John J. Mack, Dr. Mehmet Oz, Charlie Rose, Mark Sanchez, Carlos Slim, among others.

In addition, The Argus Group created and produced a week long series of events in celebration of Mexico - "Revealing Mexico Week".

Revealing Mexico Week Presented by MasterCard



Highlights included:

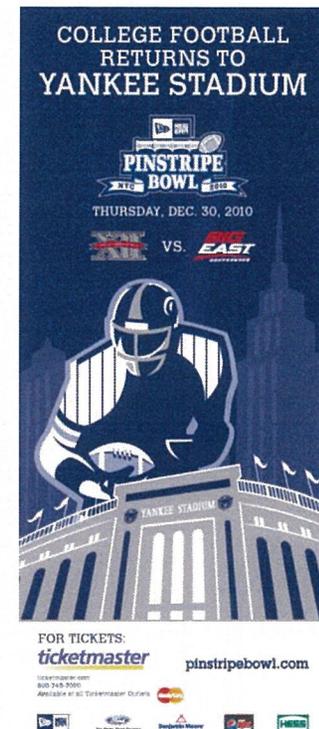
- ❑ Mexico's rich culture, heritage, and its warm and welcoming people took over New York City's iconic Rockefeller Center for a series of events celebrating Mexico and its important history including a opening night gala event, culinary events and tastings with Mexico's #1 chef, an autograph signing with the captain of the Mexican national soccer team, Rafael Marquez, and 3 concerts at Rockefeller Center.
- ❑ Created and executed media plan generating stories in 55 Spanish outlets and 20 English outlets, impressions including logo inclusion and "Supported by" designation with *Time Out New York* and *El Diario*, garnering 116.91 million print & online impressions.
- ❑ Promotional elements included website, street pole banners, signage, and distribution of 25,000 pieces of collateral materials.
- ❑ Sponsors secured through the Argus Group:
 - Presenting: MasterCard
 - Supporting: Verizon and The Mexico Tourism Board
 - Additional sponsors included AeroMexico, Banorte, CEMEX, Gutsa and the official Mexican government Bicentennial Committee

Inaugural New Era Pinstripe Bowl at Yankee Stadium



On Thursday, December 30, 2010, history was made as the Syracuse University Orange beat the Kansas State Wildcats 36 – 34 in the inaugural New Era Pinstripe Bowl. The excitement of college football returned to the grand stage, at the historic Yankee Stadium, for the first bowl game in New York City since 1962.

The New York Yankees engaged The Argus Group to coordinate the activities, logistics and promotions for the New Era Pinstripe Bowl College Football Bowl Game at Yankee Stadium.



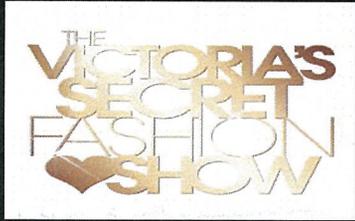
Inaugural New Era Pinstripe Bowl at Yankee Stadium



Highlights Included:

- ❑ During the New Era Pinstripe Bowl Week, both participating schools' players, coaches, and staff took part in events, showcasing their respective universities to the New York-metropolitan area
- ❑ The Argus Group planned the special events, promotions, and community outreach that took place throughout New York City during the week of the bowl game to create an unforgettable experience for fans, families, and visitors
- ❑ Creation and execution of over 100 citywide promotional partnerships across New York City including restaurants, museums, tourist sites, and other NYC landmarks
- ❑ Development and management of hospitality programs at official team hotels for the participating universities, players, coaches, & VIPS throughout the week
- ❑ Planned and oversaw the transportation logistics for over a thousand people including the teams, university officials, and traveling parties, overcoming significant challenges from NYC's 2010 historic blizzard
- ❑ Creation of marketing materials including a ten (10) page 4-color Special Edition Guide dedicated to the New Era Pinstripe Bowl distributed in *AMNewYork*
- ❑ Recruitment and training of over 500 volunteers to participate in New Era Pinstripe Bowl events and promotions

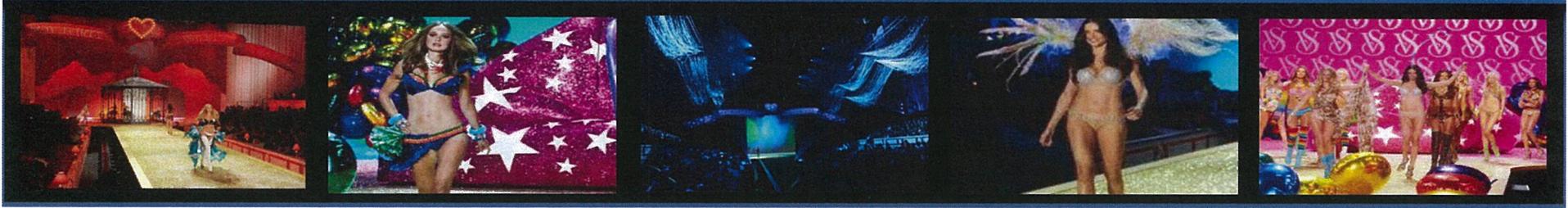
Victoria's Secret Fashion Show



In 2009, The Argus Group, was hired as the exclusive sponsorship sales agency for the iconic annual Victoria's Secret Fashion Show. The Argus Group was tasked with identifying and targeting fashion forward, hip brands who's products could be integrated into the fabric of the Fashion Show, including costume and set inclusion.

The 2010 show transformed the Lexington Avenue Armory in New York City showcasing Victoria's Secret Angels, with special musical performances by Grammy nominated artists Katy Perry and Akon. Sponsor brands were showcased on the CBS telecast and re-run on the CW and in over 100 countries worldwide.

Victoria's Secret Fashion Show



Highlights Included:

❑ The Official 2010 Fashion Show partners secured by The Argus Group:

- Waterford: Over a million dollars worth of Waterford crystals were used to create a one-of-a-kind chandelier installation that transformed the runway
- Mentos: A one-of-a-kind Mentos Gum costume was created by the Victoria's Secret Fashion Show costume designers and was showcased on the runway
- Damiani: The 2010 Damiani "Bombshell Fantasy Bra", valued at over \$2 million, was encrusted with more than 3,000 brilliant cut white diamonds, light blue sapphires and oval-shaped topazes, all hand-set in 18 karat white gold to evoke a heavenly display of swirling stars and constellations
- Stolichnaya: The Official Spirit Partner of the Victoria's Secret Fashion Show and after-party. Stoli outfitted the after-party and featured specialty cocktails such as the "Stoli Bombshell"

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Attachment 4

HOST COMMITTEE

President William Jefferson Clinton: HONORARY CHAIRMAN
Ajay Banga: HOST COMMITTEE CHAIRMAN
Arturo Sarukhan, Ambassador of Mexico: HONORARY VICE CHAIRMAN
John C. Mack: Revealing Mexico, Co-Founder
Susanne Steines: Revealing Mexico, Co-Founder
Maureen Reidy: Revealing Mexico, Executive Producer

FOUNDING MEMBERS

Gabriel Abaroa	Honorable Georgette Mosbacher
Ambassador Rubén Beltrán	Enrique Norten
Don Roberto González Barrera	Dr. Mehmet Oz
Carlos Bremer	Bob Pittman
Bill Cella	Lisa Quiroz
Juan Diego Gutierrez Cortina	Rossana Rosado
Placido Domingo	Charlie Rose
Peggy Dulany	Mark Sanchez
Giselle Fernandez	Ivan G. Seidenberg
Vartan Gregorian	Pepita Serrano
Aggie Gund	Elliott Slade
Salma Hayek Pinault	Carlos Slim
Gerard J. Inzerillo	Daisy Soros
Ann Jordan	Jerry Speyer
Vernon Jordan	George Steel
Muhtar Kent	Eddie Trump
María Elena Lagomasino	Paul A. Volcker
John J. Mack	Lorenzo H. Zambrano
Violy McCausland	

Presented by



Supporting Sponsors

