



AGENDA REPORT

Meeting Date: November 3, 2011
Item Number: F-7
To: Honorable Mayor & City Council
From: Cheryl Friedling, Deputy City Manager for Public Affairs
Megan Roach, Marketing and Economic Sustainability Manager 
Subject: APPROVAL OF A FUNDING AGREEMENT BY AND BETWEEN THE CITY OF BEVERLY HILLS AND THE BEVERLY HILLS CHAMBER OF COMMERCE AND CIVIC ASSOCIATION FOR BUSINESS OUTREACH AND RETENTION SERVICES FOR FISCAL YEAR 2011-2012; AND APPROVAL OF A PURCHASE ORDER IN A NOT-TO-EXCEED AMOUNT OF \$180,000 TO THE BEVERLY HILLS CHAMBER OF COMMERCE AND CIVIC ASSOCIATION FOR THESE SERVICES.

Attachments: 1. Agreement

RECOMMENDATION

It is recommended that the City Council approve the funding agreement between the City of Beverly Hills and the Beverly Hills Chamber of Commerce and Civic Association for Business Outreach and Retention Services for Fiscal Year 2011-2012 and approve a purchase order in a not-to-exceed amount of \$180,000 for these services.

INTRODUCTION

The City contracts with the Beverly Hills Chamber of Commerce to provide a range of outsourced programs. The goals of these programs are to retain existing businesses and to attract new businesses to the City.

This past year has been a transitional year for the Chamber with several staff changes including the departure of its prior Executive Director and a new Executive Director who started in June. On July 7th the City Council approved interim funding for the Chamber to organize the annual New York Business Attraction and Retention Mission. The Council also directed the Chamber to prepare a scope of work and a funding request for their remaining portfolio of business outreach and retention services for the current fiscal year (November through June).

DISCUSSION

On October 5th, the Chamber of Commerce Liaison Committee (Mayor Brucker and Vice Mayor Brien) met with Chamber of Commerce representatives to review the Chamber's submission of a remaining work plan for business outreach and retention services for Fiscal Year 2011-2012. The Liaison Committee has recommended approval of the work plan and the Chamber's corresponding request for funding. The Chamber's work plan is included as Attachment No. 1 to this staff report. The portfolio of services includes, but is not limited to, the following:

- Create a 'pitch kit' for new and prospective businesses highlighting the advantages of doing business in Beverly Hills to be used for business attraction meetings and outreach efforts;
- Arrange two broker roundtable meetings to create a venue of dialogue and information sharing by discussing available space opportunities and business development strategies;
- Conduct a study on best practices and programs for businesses provided by Chambers and other municipalities to assist the City and Chamber in determining the most effective programs and strategies utilized by other cities and chambers to promote the local economy; and
- Coordinate business retention meetings and business exit interviews.

FISCAL IMPACT

The Chamber of Commerce Liaison Committee has recommended a funding agreement with the Beverly Hills Chamber of Commerce and Civic Association for business outreach and retention services in the amount of \$180,000. Funding for the Chamber of Commerce has been budgeted in the Business Development Program account 0101313 for Fiscal Year 2011-2012.



Scott Miller
Finance Approval



Cheryl Friedling
Approved By

Attachment 1

FUNDING AGREEMENT BY AND BETWEEN THE
CITY OF BEVERLY HILLS AND THE BEVERLY
HILLS CHAMBER OF COMMERCE AND CIVIC
ASSOCIATION FOR BUSINESS OUTREACH AND
RETENTION SERVICES FOR FISCAL YEAR 2011-
2012

THIS AGREEMENT (this "Agreement") is made and entered into in the City of Beverly Hills by and between the City of Beverly Hills, a municipal corporation ("City") and the Beverly Hills Chamber of Commerce and Civic Association, a non-profit corporation ("Chamber").

RECITALS

A. Chamber is located in the City and has special knowledge and experience to conduct or participate in business outreach and retention programs for the benefit of City.

B. On July 7, 2011, the City Council approved an interim funding agreement of \$130,000 with the Chamber for the New York Business Attraction and Retention Mission for Fiscal Year 2011-2012.

C. City desires to continue to engage the services of Chamber to conduct business outreach and retention services for the remainder of Fiscal Year 2011-2012.

D. Section 37110 of the California Government Code authorizes the expenditure of monies for promotion;

NOW, THEREFORE, in consideration of the mutual covenants of the parties hereto, the parties hereby agree as follows:

Section 1. Fund Authorization/Use of Funds.

(a) For the period of November 1, 2011 through June 30, 2012 ("Period"), City shall provide the Chamber with funds from the marketing allocation of the City's General Fund for expenditures not to exceed \$180,000, in support of the Chamber's Business Outreach and Retention Program as detailed in Exhibit A, attached hereto and incorporated herein. If there are any funds remaining from this allocation to the Chamber, such funds shall be reallocated to the Chamber for the remainder of fiscal year 2011-2012 at the discretion of City. In any event, the funding provided herein shall be made part of any future agreement for support of the Chamber's programs during fiscal year 2011-2012.

(b) Chamber shall use the funds from the City during the Period as specified in Exhibit A.

(c) In connection with Chamber's programs and activities, Chamber may, on behalf of and at the sole discretion of City, use the funds to produce, purchase, install and de-install light pole banners or other displays in the public-right-of-way. All such light pole banners shall comply with the City's adopted Banner Policy, copies of which are available from the Office of Communications and Marketing, and shall be approved in writing in advance by City prior to installation. City shall have sole discretion over the design, placement, and duration of display and shall retain ownership of all banners funded under this Agreement.

Section 2. Payments. Chamber shall submit written requests for advanced payments for expenditures based on the Chamber's adopted budgets under the Scope of Services and in the time-frame and amount set forth in Exhibit B. The City's Deputy City Manager, Public Information, is the delegated authority to revise the payment schedule in Exhibit B as long as the payment amount for November 1, 2011 through June 30, 2012 does not exceed \$180,000. City shall provide payment to the Chamber upon approval of the request by the City's Chief Financial Officer. City shall use its best efforts to make payment to Chamber within 15-days of receipt of request. Any monies not expended in the Period may be carried over to the remainder of fiscal year 2012-2013 at the discretion of the City. If not carried over, any excess monies not expended shall be returned to the City.

Section 3. Reports.

(a) Prior to the conclusion of the Period, the Chamber shall submit a report to City, which shall be in a form and content acceptable to the City Manager or his designee. The report shall include, without limitation, information on overall project management and achievement of goals in relation to Chamber's work plan and budget as set forth in Exhibit A, including the percentage of services completed and defined measurements of goal achievement for the Period.

(b) Chamber shall also supply the City with an Audited Annual Financial report prepared by a Certified Public Accountant. Such report shall provide consolidated financial reporting for Chamber as a whole, and separately detailed accounts for each program funded by City. The report shall be due within six months of the end of Chamber's 2011-2012 fiscal year. At City's sole discretion, consolidated annual accounts may be substituted for full audited accounts. This provision shall survive the termination of this Agreement.

(c) With reasonable notice from the City to Chamber, Chamber shall provide to City copies of any and all work product, documents reports, property and books produced by Chamber in fulfillment of this Agreement ("Documents"). This shall be solely for the purpose of confirming and evaluating the execution of the programs described in this Agreement and shall not include records and documents unrelated to the execution of such programs (e.g., personnel records). Chamber's obligation to maintain

such Documents shall continue for three years after the termination of this Agreement. This provision shall survive termination of this Agreement.

(d) Chamber shall establish and maintain an accounting system in accordance with generally accepted accounting principles and standards. The system shall detail all costs chargeable to City under this Agreement and shall substantiate all such costs, and comply with any applicable State and Federal standards.

(e) Chamber shall endeavor to develop, in consultation with City, a program-based budget for all City-funded programs. Implementation of a program-based budget is not intended to affect the requirements outlined in paragraph (d) of this Section relating to generally accepted accounting principles.

Section 4. Ownership of Work Product.

(a) Unless otherwise agreed upon in writing, all reports, documents, or other written or visual material or any other material in any media, including any images, taglines, logos, or other media created or developed by Chamber or any third party contracted by the Chamber, in the performance of this Agreement, if paid in whole or in part by the funding provided by this Agreement (“Work Product”) shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. All Work Product shall be considered to be “works made for hire”, and all such Work Product and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of City without restriction or limitation upon their use, duplication or dissemination by City. Chamber shall not obtain or attempt to obtain copyright protection as to any of the Work Products.

(b) Chamber hereby irrevocably assigns exclusively to City, all right, title and interest in such trademarks and/or copyrights or other intellectual property rights in the Work Products. Chamber shall take all acts requested by the City in order to enforce City’s rights under this Section.

(c) Chamber shall not retain ownership of or any right, title or interest in any of the Work Products, including, but not limited to, in any related trademarks, copyrights, or other proprietary rights. The City and Chamber agree that the Work Product and all such rights, title and interest in or to the Work Products belong to and are being sold and assigned in their entirety to City for whatever use it desires, and that City does and shall at all times own, solely and exclusively, complete and unencumbered, all right, title and interest in and to all of the Work Product worldwide, any modifications thereto and any derivative works based thereon (including, but not limited to, all patent, copyright, trademark, service mark and trade secret rights). Nothing contained herein shall be deemed to constitute a mere license or franchise in City. The parties further agree that City will be free to use, modify, distribute, sell, license or otherwise exploit all such Work Products and any modifications to or derivative works based thereon without

any restrictions or limitations or any obligations or payments to Chamber and that Chamber shall have no such rights.

(d) From time to time the Chamber will engage photographers to take photographs or will purchase images for use in Chamber's marketing campaigns, collateral or other uses. As to those third party photographs or images whereby the Chamber negotiates to purchase not only the photograph or image but also the copyright or other intellectual property rights, the provisions of this Section 4 will apply. As to those third party photographs or images whereby the Chamber negotiates to purchase only the use of the photograph or image and the copyright is maintained with the photographer, the provisions of this Section 4 will not apply.

(e) This section shall survive termination of this Agreement.

Section 5. Assignment. This Agreement shall not be assigned by Chamber without the written consent of City.

Section 6. Independent Contractor. At all times during the term of this Agreement, Chamber shall be independent contractors and Chamber, their officers, employees and agents shall not be employees of City.

Section 7. Personnel. Chamber represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All personnel engaged in the work shall be qualified to perform such services. City shall approve all subcontractors used in the provision of services under this Agreement within five (5) business days of Chamber's submission and prior to their engagement by Chamber. Such approval shall not be unreasonably withheld by City. Chamber, however, shall be solely responsible for the work performed by those third party contractors, including timely performance and payment

Section 8. Term. This Agreement shall remain in full force and effect from November 1, 2011 until June 30, 2012, unless terminated earlier as provided in Section 8 of this Agreement.

Section 9. Termination of Agreement. City may terminate this Agreement at any time, with or without cause, upon fifteen days (15) written notice to Chamber. In the event of such termination, City shall pay Chamber for all costs and obligations reasonably incurred by Chamber in performing its services under this Agreement prior to the date of termination and such payment shall be in full satisfaction of City's obligations hereunder. City shall not be obligated to pay additional funds after issuance or receipt of such notice.

Section 10. Notice. Whenever it shall be necessary for any party to serve notice on another respecting this Agreement, such notice shall be served by certified mail addressed to the City Clerk of the City of Beverly Hills, 455 North Rexford Drive, Beverly Hills, California 90210; or to Beverly Hills Chamber of Commerce, 239 South

Beverly Drive, Beverly Hills, California 90212, unless and until a different address may be furnished in writing by any party, and such notice shall be deemed to have been served within seventy-two (72) hours after the same has been deposited in the United States Post Office by certified mail. This shall be valid and sufficient service of notice for all purposes.

Section 11. Insurance

(a) Chamber shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by Chamber.

(b) Chamber shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive Vehicle Liability insurance covering personal injury and property damage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by Contractor in performing the services required by this Agreement.

(c) Chamber agrees to maintain in force at all times during the performance of work under this Agreement workers' compensation and employer's liability insurance as required by law.

(d) Chamber shall require each of its sub-consultants or sub-contractors to maintain insurance coverage, which meets all of the requirements of this Agreement unless otherwise determined by the City's Risk Manager.

(e) 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.

(f) If Chamber fails to keep the aforesaid insurance in full force and effect, City shall notify Chamber that it is in breach of the Agreement and Chamber has three (3) days to cure such breach. If such breach is not cured by Chamber as required in this paragraph, City may terminate the Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Chamber's expense, the premium thereon.

(g) At all times during the term of this Agreement, Chamber shall maintain on file with the City Clerk a certificate or certificates of insurance on the form required by the City, showing that the aforesaid policies are in effect in the required amounts. Chamber shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The policies of insurance required by this Agreement shall contain an endorsement naming the City as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice

to City, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

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

(i) Any deductibles or self-insured retentions must be declared to and approved by City prior to commencing work under this Agreement.

Section 12. Indemnification. Chamber agree 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 claims, liability or financial loss resulting from any suits, claims, losses or actions, and from all cost 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 actions or omissions of Chamber or their officers, employees, agents or others employed by Chamber in the conduct of the projects funded by this Agreement.

Section 13. Extent of Agreement. This Agreement represents the entire and integrated Agreement between the parties on the matters included herein and supersedes any and all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by all parties to the Agreement.

Section 14. City Not Obligated to Third Parties. The City shall not be obligated or liable under this Agreement to any party other than Chamber.

Section 15. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the _____ day of _____ 2011, at Beverly Hills, California.

CITY OF BEVERLY HILLS, a municipal corporation

BARRY BRUCKER
Mayor of the City of Beverly Hills,
California

ATTEST:

_____ (SEAL)
BYRON POPE
City Clerk

BEVERLY HILLS CHAMBER OF
COMMERCE AND CIVIC
ASSOCIATION



ALEXANDER STETTINSKI
Executive Director



BRUCE SCHULMAN
Board Chairman

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

City shall provide funding to the Chamber for the period of November 1, 2011 through June 30, 2012 for business outreach and retention programs in the amount of \$180,000. Chamber will utilize staff or consultants which have significant professional training and expertise in the preparation and commission of the required deliverables to the City in accordance with Section 7 of this Agreement. The programming elements to be carried out by the Chamber pursuant to this Agreement during the Period are set forth in more detail below.

Portfolio of Services to be provided by the Beverly Hills Chamber of Commerce to the City of Beverly Hills for FY 2011/2012 (November – June)

Description of Methodology and Services

1.) Create a “Pitch Kit” for new and prospective businesses that highlights the advantages of doing business in Beverly Hills.

Purpose: To be used for business attraction meetings and outreach efforts. Target audience: Prospective designers, retailers and professional firms that the City of Beverly Hills would like to attract to Beverly Hills

Methodology: In consultation with City staff, the Chamber shall design a binder or portfolio that may be either spiral bound, a 3 ring notebook or other folder that allows documents to be interchanged as necessary. Documents to be included are outlined below. Information on available local properties shall be obtained using Loop-net or other property search service and through outreach to local brokers.

Deliverables:

50 binders or portfolios, professionally designed, which contain the following information:

- Introduction on “Why Do Business in Beverly Hills” and letter from the Mayor and Chamber of Commerce President.
- A continuously updated inventory of available office and retail properties in Beverly Hills. Each property profile should contain location, available space, pictures, and broker contact information.
- Information on opening a new business in Beverly Hills (i.e. City process, permits, signage, etc.)
- Develop template for ongoing revisions and future production uses.

Completion Date: First version to be completed by December 2011; remainder to be completed throughout the year

Estimated Cost: \$30,000

2.) Arrange two broker roundtable meetings to discuss available space opportunities and business development strategies.

Purpose: Create a venue for dialogue and information sharing between local real estate brokers, the City and the Chamber so that the Chamber may ascertain the needs of the broker community, challenges they have experienced, and ideas they have for the creation of effective business attraction and development strategies.

Methodology: The Chamber shall utilize its developed contacts, its membership lists, internet research and other outreach and research methods to develop an invitation list for the broker roundtable discussion meetings. The Chamber will utilize email invitations, with telephone follow-up to ensure appropriate attendance and diversity at the roundtable meetings to promote successful discussion. The Chamber may identify and enlist one or more respected local brokers to “Co-Chair” the meetings along with the Chamber so there is a component of peer-to-peer communication and outreach in the meeting invitations and dynamics of the meetings. The Chamber may also utilize the contacts and expertise of the broker Co-Chair in development of meeting agendas and topics for discussion.

Deliverables:

- Produce a fall/winter roundtable meeting and a spring roundtable meeting.
- Arrange meeting space and create agenda and topics for discussion.
- Produce a report for the City that summarizes the broker recommendations, as well as ongoing next steps.

Completion Date: January 2012 for fall/winter roundtable. May 2012 for spring roundtable.

Estimated Cost: \$25,000

3.) Conduct a study on best practices and programs for businesses provided by Chambers and other municipalities. Examples include broker commission programs, shop local programs, etc.

Purpose: To assist the City and the Chamber in determining the most effective programs and strategies utilized by other Cities and Chambers in serving City residents, local businesses, Chamber members and promoting the local economy. Utilizing this information, the Chamber will recommend to the City programs that best serve the identified constituencies and support the City in executing selected strategies.

Methodology: The Beverly Hills Chamber will utilize resources and contact information from within the Chamber and additionally will utilize resources, information and contact information available from the California Chamber of Commerce and United States Chamber of Commerce to formulate an effective survey methodology designed to obtain information from other Chambers and municipalities. In designing the survey itself, the Beverly Hills Chamber will also consult with Beverly Hills City staff, the California Chamber and the U.S. Chamber to determine effective and meaningful goal(s) and results for the survey effort. The Chamber will produce a report for the City that includes recommendations for implementation and other information as listed below.

Deliverables:

- Conduct research on programs and best practices, implementation and associated costs.
- Develop a survey to send Chambers and municipalities.
- Produce a report for the City that identifies findings, recommendations, deliverables, contacts, etc.

Completion Date: March 2012

Estimated Cost: \$25,000

4.) Create a focus group of retail representatives and property owners and coordinate a meeting to solicit recommendations for the City's Streetscape Demonstration Program in the Business Triangle.

Purpose: To provide a forum and access to group of stakeholders that can provide input, feedback, suggestions and ideas to the City as it develops a Streetscape Demonstration Program in the Business Triangle.

Methodology: After obtaining information about the City's plans to develop a Streetscape Demonstration Program and in consultation with the City regarding attendance and demographics of the desired focus group, the Chamber will identify and outreach to selected retail representatives and property owners to invite them to participate in a high-level focus group that will be briefed on the proposed Streetscape Demonstration Program. Once briefed, the group will be solicited for suggestions, ideas, input and feedback. The Chamber will summarize the group's discussion and recommendations for the City's use.

Deliverables:

- Arrange meeting space and create agenda and topics for discussion.
- Produce a report for the City that summarizes the focus group's recommendations.

Completion Date: February 2012

Estimated Cost: \$15,000

5.) Develop and produce a Chamber newsletter article on the incoming Mayor of Beverly Hills.

Purpose: The Chamber will publicize to its members and the business community the priorities and plans of the incoming Beverly Hills Mayor after his election in March 2012, and will publish electronic articles about significant business-related City legislation, policies and programs throughout the 2011-12 fiscal year.

Methodology: The Chamber will draft an article about the incoming Mayor and his plans and priorities for his term of service to be published in the Chamber's Business Review newsletter. The Chamber will also draft and publish electronically 8 – 12 brief articles and/or email blasts (Chamber eviews) about City programs, policies and/or legislation that are of interest and/or concern to the business community and Chamber members. Topics may be developed by the Chamber, by the City or jointly. If the City wishes to suggest an article topic(s), they may communicate that to the Chamber with sufficient lead time for drafting and publishing. If the City does not suggest article topics, the Chamber may use its discretion and judgment to select article topics, but the articles shall receive final approval from the City before being published. The Chamber may, as it has done historically, consult with several and various City staff and elected officials to determine topics that are of interest to its membership.

Deliverables:

- Develop interview questions, conduct interview, and publish newsletter article on the Mayor.
- Generate email blasts and 8-12 newsletter articles to Chamber members on City policies and programs that impact them throughout the year.

Completion Date: April 2012 for newsletter article on incoming Mayor.

Estimated Cost: \$10,000

6.) Conduct four business retention meetings per month (November – June) for a total of 32 business retention meetings.

Purpose: To learn more about the current thinking, status of business activity and sales and activity projections of local businesses so that the City and the Chamber can better serve and support the business community in order to promote business success and economic prosperity.

Methodology: The Chamber staff will visit businesses located throughout the City to speak with the owner or person in charge in order to gather opinions and information as requested in the survey referenced below. Completed surveys will be submitted to the City with comments and analysis by Chamber staff indicating any trends or opportunities along with monthly summary reports, and a final report submitted to the City by June 2012.

Deliverables:

- Finalize business retention and expansion survey using template provided by City.
- Meet with business owner and complete survey.
- Submit completed surveys to the City, analyze responses for trends or opportunities, and prepare a final report.

Completion Date: Monthly summary reports; final report submitted by June 2012.

Estimated Cost: \$35,000

7.) Conduct a total of 8 business exit interviews, with a goal, when possible and feasible, of one exit interview per month (November – June).

Purpose: To learn more about why a specific business is leaving Beverly Hills with the intention of learning of any trends, obstacles, challenges and reasons that businesses may not be successful after opening up a location in Beverly Hills so that the City and the Chamber may work to remediate any of the identified obstacles and challenges and may create strategies to make businesses more successful in Beverly Hills.

Methodology: After creating a survey template, the Chamber will make best efforts to personally meet with business owners that have closed their establishment in Beverly Hills in order to interview them about their reasons for leaving the City. The Chamber will utilize local brokers and other resources at its disposal to obtain contact information for business owners who have left the City and will make best efforts to engage the business owner in an interview about reasons for the businesses' departure/closure. Completed surveys will be submitted to the City with comments and analysis by Chamber staff indicating any trends or opportunities along with monthly summary reports, and a final report submitted to the City by June 2012.

Deliverables:

- Create an exit interview form template that includes questions on why the business left Beverly Hills and what (if anything) the City and Chamber could have done better to retain the business.

- Meet with local business or conduct phone interview (if out of state) and complete exit interview.
- Submit completed exit interview forms to the City, and prepare a report outlining findings.

Completion Date: Monthly summary reports; final report submitted by June 2012.

Estimated Cost: \$25,000

8.) Support the City's branded credit card program (currently under development) by promoting the card to merchants and encouraging Chamber members to provide incentives for card use.

Purpose: To encourage and promote participation by the City's merchants in the City's branded credit card program currently under development and to help promote consumer and business awareness of the City's credit card once it is in use.

Methodology: Once the details of the credit card program are finalized and made available to the Chamber, create a marketing plan utilizing the Chamber's available resources and marketing expertise to promote awareness of the credit card program to the City's merchants and consumers on the Chamber's existing data base. The Chamber may utilize electronic and media, as well as personal marketing including one-on-one visits and larger Town Hall or Focus Groups to inform the merchants of the program and to encourage support and participation.

Deliverables:

- Create a marketing plan to promote the card, which will complement the City's efforts.
- Meet with 30-50 merchants.

Chamber will work with the City to define a mutually agreed upon merchant participation rate in the City's credit card program and/or related promotion strategy.

Completion Date: TBD based on card launch

Estimated Cost: \$15,000

New York Sales Mission Scope of Work

Purpose: To maintain and promote a rapport and dialogue between the New York based senior executives with whom the City and Chamber meet during the New York Mission. To encourage the New York executives to share their ongoing concerns, ideas and suggestions with the City

and the Chamber in order that the City and Chamber may address and respond to that input and feedback.

Methodology: Using the Chamber's existing database, to be augmented with NY Sales Mission participating businesses, for contact information, draft and mail quarterly follow-up letters on the Mayor's behalf, containing information relevant to the New York based senior executives and requesting ongoing input and feedback.

1.) Produce quarterly follow up letters to CEOs of businesses from New York Sales Mission.

Deliverables:

- Produce a follow up letter from the Mayor with information on special marketing events, City programs and services of interest to the businesses and provide contact information for Chamber and City staff for any concerns or questions. Maintain a database of concerns or questions from businesses.

Exhibit B

PAYMENT SCHEDULE

Unless otherwise agreed to by the City's Deputy City Manager, Public Information, invoices and payments shall be governed by the schedule below.

Funding Period (November 1, 2011 - June 30, 2012)			
Chamber Remits Invoice to City	City Issues Payment to Chamber	Period Covered	Payment Amount
October 19	November 1	November 1- January 1	\$60,000
December 19	January 2	January 2 - March 31	\$60,000
March 16	March 30	April 1 - June 30	\$60,000
TOTAL			\$180,000