



AGENDA REPORT

Meeting Date: June 18, 2013
Item Number: I-9
To: Honorable Mayor & City Council
From: Cheryl Friedling, Deputy City Manager for Public Affairs
Megan Roach, Marketing & 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 ATTRACTION AND RETENTION SERVICES FOR FISCAL YEAR 2013-2014; AND APPROVAL OF A PURCHASE ORDER IN A NOT-TO-EXCEED AMOUNT OF \$260,000 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 by and between the City of Beverly Hills and the Beverly Hills Chamber of Commerce and Civic Association for Business Attraction and Retention Services for Fiscal Year 2013-2014 and approve a purchase order in a not-to-exceed amount of \$260,000 for these services.

INTRODUCTION

On May 22, 2013, the Chamber of Commerce Liaison Committee (Vice Mayor Bosse and Councilmember Gold) met with Chamber of Commerce representatives to review the Chamber's submission of a work plan for business attraction and retention services for Fiscal Year 2013-2014. The work plan includes the annual New York Business Attraction and Retention Mission, as well as support for the continuation of several successful initiatives that were recommended by the Small Business Task Force (chaired by Councilmember Gold) and were spearheaded by the Chamber this year. They include the bi-annual broker roundtable meetings, the Small Business Saturday marketing campaign, and the exploration of a business improvement district (BID) on South Beverly Drive.

In addition, the Chamber is requesting funding to support the City's 2014 Centennial Celebration by implementing a shop local Centennial marketing campaign to engage the

business community in Centennial activities and incentivize their participation. The Chamber is also requesting City sponsorship funding for the *Beverly Hills Tomorrow* event in April 2014, which will prominently feature the Centennial with activities and tie-ins to the featured speakers. The Liaison Committee has recommended approval of the Chamber's work plan and corresponding funding request, which includes the following portfolio of services:

- **New York Business Attraction and Retention Mission** – oversee planning, preparation, execution and post-trip follow up activities. The Mission has a twofold strategy: (1) attract New York-based businesses to Beverly Hills and (2) demonstrate the continued value of maintaining a presence in Beverly Hills to businesses operating in both locations.
- **South Beverly Drive BID Study** – finish the business improvement district (BID) exploration study, which was started in FY 2012-13 and develop a Request for Proposal (RFP) for a BID consultant for South Beverly Drive.
- **Small Business Saturday Marketing Campaign** – build on the success of the marketing campaign by encouraging small businesses in Beverly Hills to participate in the American Express Small Business Saturday Program. Includes meeting with small business owners and encouraging them to provide incentives for store patrons on Saturday, November 30, 2013.
- **Commercial Broker Roundtable Meetings** – continue the success of this program by arranging two broker roundtable meetings to discuss available space opportunities, business leads and to provide recommendations to the City and Chamber on ways to spearhead business growth in Beverly Hills.
- **Production of Beverly Hills Map** – in conjunction with the Beverly Hills Conference & Visitors Bureau, produce and update a detailed map of the business community including the Golden Triangle and other commercial areas such as South Beverly Drive, East Wilshire Blvd. and Robertson Blvd.
- **Shop Local During Centennial Campaign** – spearhead and manage a branded Centennial marketing campaign to engage the business community in Centennial activities and incentivize their participation. Proposed activities include weekly incentives, discounts and offerings, marketing collateral, flash mob, and social media campaigns.
- **Business Education with Small Business Development Center (SBDC)** – the Chamber will partner with the SBDC at Santa Monica College to offer relevant business counseling and educational seminars at the Chamber's offices.
- **Sponsorship of *Beverly Hills Tomorrow* Event** – the City will sponsor the Chamber's signature event *Beverly Hills Tomorrow*, a forum designed to inspire ideas, spark collaboration and engage attendees. The event will augment the City's planned Centennial activities with tie-ins to the featured speakers.

FISCAL IMPACT

The Chamber of Commerce Liaison Committee has recommended a funding agreement with the Beverly Hills Chamber of Commerce and Civic Association for the above mentioned portfolio of services in the amount of \$260,000. Funding for the Chamber of

Commerce has been budgeted in the General Fund, Business Development Program account 0101313 for Fiscal Year 2013-2014.

Don Rhoads 
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
ATTRACTION AND RETENTION SERVICES FOR FISCAL
YEAR 2013-2014**

THIS FUNDING 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 ("Chamber"), a non-profit corporation.

RECITALS

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

B. City and Chamber entered into an agreement for Fiscal Year 2012-2013 for the New York Business Attraction and Retention Mission and other business outreach services.

C. City desires to continue to engage the services of the Chamber to conduct services for Fiscal Year 2013-2014.

D. Section 37110 of the State 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 Fiscal Year 2013-2014 (July 1, 2013 – June 30, 2014) ("Period"), City shall provide the Chamber from the City's General Fund for expenditures not to exceed \$260,000, for business attraction and retention programs for the benefit of City 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 2013-2014 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 2013-2014.

(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, attached hereto and incorporated herein. 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 July 1, 2013 through June 30, 2014 does not exceed \$260,000. 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 Fiscal Year 2013-2014 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 and shall be in a form and content acceptable to the City Manager or his designee. The reports 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 2013-2014 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 City, 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 July 1, 2013 until June 30, 2014, 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 and Civic Association, 9400 Santa Monica Boulevard, Beverly Hills, California 90210, 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 immediately 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 _____ 2013, at Beverly Hills, California.

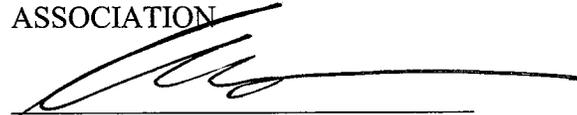
CITY OF BEVERLY HILLS, A
municipal corporation

JOHN A. MIRISCH,
Mayor of the City of Beverly Hills,
California

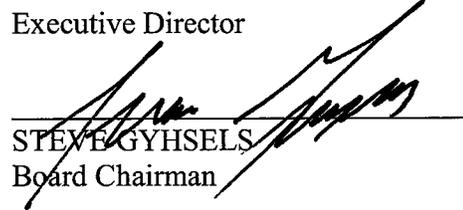
ATTEST:

BYRON POPE
City Clerk

BEVERLY HILLS CHAMBER OF
COMMERCE AND CIVIC
ASSOCIATION

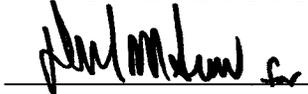


ALEXANDER STETTINSKI
Executive Director



STEVE GYHSELS
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 of Commerce for the period of July 1, 2013 through June 30, 2014 for business attraction and retention programs services in the amount of \$260,000. The portfolio of services to be provided by the Chamber to the City is set forth below.

I. New York Business Attraction and Retention Mission

Phase 1 - Planning and Preparation

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|--------------|---|
| Description | <p>The Mission has a twofold strategy: (a) attract businesses based in New York to expand to Beverly Hills and; (b) demonstrate the continued value of maintaining a presence in Beverly Hills to businesses operating in both locations. Components include:</p> <p><u>Retention</u></p> <ul style="list-style-type: none"> • Identify and update list of Beverly Hills businesses with a New York presence • Make appointments with brand managers of Beverly Hills businesses for retention interviews • Research and identify venue for location of Mayor’s Executive Luncheon • Handle and arrange all travel logistics <p><u>Attraction</u></p> <ul style="list-style-type: none"> • Identify desired business sectors in Beverly Hills and create target list of businesses deemed good fit for the City • Assess the city’s current business climate utilizing strategies laid out in Mission Overview • Arrange appointments for October trip including development of individual and group schedules; schedule appointments for bi-lateral meeting tracks for delegates (3 days for 2 to 3 separate tracks) • Outreach to attraction targets, coordinate appointments |
| Deliverables | <ul style="list-style-type: none"> • Provide memo of target list of businesses with accompanying description about why they are a good fit for Beverly Hills • Continuous outreach to business prospects • Preparation of briefing book: research, writing, collation, etc. |
| Timeline | July – October 20, 2013 |
| Cost | \$50,000 |

Phase 2 - Mission Supervision and Coordination

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| Description | <p>The execution of the New York Mission includes coordination of all meetings where City and Chamber management meet privately with senior executives of prospective targets. Components include:</p> <ul style="list-style-type: none"> • Provide on-site guidance, direction and support to delegates, e.g. coordinate ground travel, confirm daily appointments, daily briefings, etc. • Attend and participate in meetings and all functions • Payment for all business lunches • Prepare/coordinate meetings with business prospects |
| Timeline | October 21-25, 2013 |
| Cost | \$25,000 |

Phase 3 - Post Trip Follow Up

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| Description | <p>Upon return to Beverly Hills, the Chamber will produce a recap of the trip and identify next steps. Components include:</p> <ul style="list-style-type: none"> • Follow up on requests for assistance, information, etc., • Post trip survey & follow-up with survey subjects as requested • Evaluate results and incorporate feedback appropriately • Produce quarterly follow up letters to CEOs of businesses 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 |
| Deliverables | <ul style="list-style-type: none"> • Issue report and synopsis of trip to City Council • Brief city official on an as-needed basis about trip results |
| Timeline | October 28 - November, 2013 |
| Cost | \$15,000 |

Phase 4 - Ongoing Follow Up and Research

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| Description | In order to maximize the benefits of the New York Mission, the Chamber will continue to follow-up with prospective targets and research potential new businesses. Components include: <ul style="list-style-type: none"> • Ongoing outreach and follow-up with identified business prospects • Ongoing evaluation of appropriate attraction targets with Beverly Hills stakeholders • Continuous research of new, potential attraction targets, including referrals to available locations, inquiry of current interest, solicitation of questions and offers of assistance • Ongoing contacts and communications with representatives of Beverly Hills retailers and restaurants that participated in New York Mission or that were invited but did not attend • Ongoing identification of Beverly Hills stores that have a New York presence |
| Timeline | Ongoing |
| Cost | \$15,000 |

II. South Beverly Drive BID Feasibility Study

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| Description: | In the past year the Chamber conducted community meetings with merchants and property owners alike to explore the formation of a business improvement district (BID) along South Beverly Drive between Wilshire Blvd. and Olympic Blvd. These meetings demonstrated strong interest in creating a BID. The Chamber will manage and administer the formation of the BID, including leading community outreach and the solicitation of competitive bids to ensure its creation through the following three phases: |
| Deliverables: | <u>PHASE 1 – Finish BID Exploration</u> <ul style="list-style-type: none"> • Chamber will host additional meeting(s) as needed with property owners to create a Steering Committee. Invite consultants to educate attendees about BID creation and what it would mean for property owners and merchants. <u>PHASE 2 – Create and Circulate RFP for BID Consultant</u> <ul style="list-style-type: none"> • Develop RFP for BID Consultant • Connect consultant with Steering Committee and work with City to ensure all relevant laws are observed. <u>PHASE 3 – Administer BID</u> <ul style="list-style-type: none"> • Outreach to property owners and lobby for BID |
| Timeline: | Ongoing |
| Est. Cost: | \$20,000* |
| Performance Measurement: | <ul style="list-style-type: none"> • Number of meetings with Steering Committee to create BID • Number of property owners that attend meetings • Number of property owners/businesses contacted through outreach efforts • Ultimate creation of BID <p>*Note: approximately \$30,000 of additional funding is needed if the hiring of a BID consultant is required. This additional funding could be administered in the form of a loan from the City to the BID and repaid through assessment funding.</p> |

III. Small Business Saturday Marketing Campaign (Nov. 30, 2013)

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| Description: | Develop a comprehensive marketing campaign to encourage small businesses in Beverly Hills to participate in the American Express Small Business Saturday Program on November 30, 2013. |
| Deliverables: | <ul style="list-style-type: none"> • Develop social media marketing platform (Facebook, Twitter, etc) • Create and produce marketing materials (flyers, post cards, etc) • Meet with small business owners and encourage them to expand on existing ShopLocal incentives for store patrons on Saturday, November 30th • Develop post-event business impact report |
| Timeline: | September - November 2013 |
| Est. Cost: | \$10,000 |
| Performance Measurement: | <ul style="list-style-type: none"> • Number of calls/meetings with business owners • Secure 25 participating businesses • Customer and sales data from businesses that participated |

IV. Commercial Broker Roundtable Meetings

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| Description: | Arrange two broker roundtable meetings to discuss available space opportunities, business leads and to provide recommendations to the City and Chamber on ways to spearhead business growth in Beverly Hills. |
| Deliverables: | <ul style="list-style-type: none"> • Utilize contacts and membership lists to develop invitation list for the meetings. • Send email invitations, with telephone follow-up, to ensure attendance and diversity at the roundtable meetings to promote successful discussion. • Arrange meeting space and create agenda and topics for discussion. • Produce a report for the City that summarizes the group's recommendations. |
| Timeline: | December 2013 for first roundtable and June 2014 for second roundtable |
| Est. Cost: | \$10,000 |
| Performance Measurement: | <ul style="list-style-type: none"> • Number of brokers in attendance at meetings • Number of new business leads generated from meetings |

V. Production of Beverly Hills Map

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| Description: | The Chamber will partner with the Beverly Hills Conference & Visitors Bureau to populate the map and ensure that all businesses in the geographic areas on the map are properly listed. This project is an important service to the business community to ensure that locals and visitors alike have accurate information about where to shop, eat and play in our City. |
| Deliverables: | <ul style="list-style-type: none"> • Participate in all meetings with BHCVB and vendor to ensure creation of a comprehensive map that meet the needs of tourists and local businesses alike • Quality control to ensure accurate representation of the business community • Chamber will participate in updating new versions of map |
| Timeline: | As needed during the productions of the map |
| Est. Cost: | \$5,000 |
| Performance Measurement: | <ul style="list-style-type: none"> • Production and distribution of new, comprehensive Beverly Hills map • Updating of map to ensure accuracy |

VI. Shop Local during Centennial

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| Description: | The Chamber will spearhead and manage a branded Centennial marketing campaign to engage the business community in Centennial activities and incentivize them in doing so. Participating businesses will be featured on the Centennial website and receive collateral to promote themselves and the City’s Centennial activities. Businesses will be encouraged to participate by offering special deals. |
| Deliverables: | <ul style="list-style-type: none"> • Chamber to manage Shop Local Committee to conduct outreach to businesses for ways they can capitalize on Centennial. • Chamber to feature different businesses every week on Shop Local website with Centennial-themed discounts, offerings and experiences. • Chamber to produce and distribute pamphlets, brochures, posters and handouts through dedicated street teams. These are intended for businesses as well as locals and will communicate all special events and commercial offerings being conducted as part of the Centennial. • Chamber will produce a Flash Mob to generate publicity for Centennial. • Chamber will launch various social media campaigns throughout the year to promote Centennial Celebration. • Chamber will utilize Shop Local infrastructure to promote all campaigns. |
| Timeline: | July 2013 – June 2014 |
| Est. Cost: | \$60,000 |
| Performance Measurement: | <ul style="list-style-type: none"> • Number of businesses participating in Centennial campaign • Number of special deals offered; growing click-through rates of participation of advertised deals • Amount of collateral distributed to Beverly Hills businesses |

VII. Business Education with Small Business Development Center

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| Description: | <p>The Chamber will partner with the Small Business Development Center (SBDC) at Santa Monica College to offer relevant business counseling and educational seminars at the Chamber offices. The partnership between the Chamber and SBDC will consist of the following two programs:</p> <ul style="list-style-type: none"> • On-site consultant to visit Chamber on the 2nd and 4th Wednesdays of each month to offer marketing and business consulting services for a total of 8 hours per month. • The Chamber will host a monthly business seminar in its Board Room on topics such as accounting, law, marketing, and other relevant topics. The classes will be taught by a professional who works out of the SBDC and they will be publicized by the Chamber and SBDC. |
| Deliverables: | <ul style="list-style-type: none"> • Chamber to arrange appointments and publicize use of business consultant, on-site, twice a month. • Twelve monthly seminars on topics of interest to Chamber members and Beverly Hills-based businesses. |
| Timeline: | July 2013 – June 2014 |
| Est. Cost: | \$20,000 |
| Performance Measurement: | <ul style="list-style-type: none"> • Number of businesses who take advantage of business consultant • Number of attendees at monthly seminars |

VIII. Beverly Hills Tomorrow Sponsorship

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|--------------------------|---|
| Description: | <p>The City will sponsor the Chamber’s signature event to appropriately augment Centennial activities in Beverly Hills. The Centennial will be featured prominently in the Beverly Hills Tomorrow event with tie-ins to the speakers featured.</p> |
| Deliverables: | <ul style="list-style-type: none"> • City will be exclusive presenting sponsor of Beverly Hills Tomorrow event on April 8, 2014 for \$30,000 contribution. • City will be featured on all collateral and promotions for the event and have visibility on all publicity. • City will be entitled to host a Centennial-themed installation at Beverly Hills Tomorrow with the ability to showcase Centennial merchandise and collateral with audio/visual capabilities. • City logo and name will be included on all event marketing including invitations, electronic promotion and public relations. • 30 event tickets for City of Beverly Hills. |
| Timeline: | April 8, 2014 |
| Est. Cost: | \$30,000 |
| Performance Measurement: | <ul style="list-style-type: none"> • Number of attendees at Beverly Hills Tomorrow • Amount of media coverage naming City as an exclusive presenting sponsor |

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 (July 1, 2013 – June 30, 2014) | | | | |
|---|---------------------------------------|---------------------------------------|--------------------------|-----------------------|
| | Chamber Remits Invoice to City | City Issues Payment to Chamber | Period Covered | Payment Amount |
| First Payment Installment - NY Mission Phases 1 & 2 - South Beverly Drive BID Plan - SBDC Business Education (50%) | July 1 | July 15 | July 1 – October 31 | \$105,000 |
| Second Payment Installment - NY Mission Phase 3 - Small Business Campaign - 1 st Broker Roundtable Meeting - SBDC Business Education (50%) - Beverly Hills Map - Shop Local during Centennial (50%) | October 1 | October 15 | November 1 – February 28 | \$75,000 |
| Third Payment Installment - NY Mission Phase 4 - 2 nd Broker Roundtable Meeting - Shop Local during Centennial (50%) - Beverly Hills Tomorrow Sponsorship | February 11 | February 15 | March 1 – June 30 | \$80,000 |
| TOTAL | | | | \$260,000 |