



AGENDA REPORT

Meeting Date: June 17, 2014
Item Number: E-9
To: Honorable Mayor & City Council
From: Cheryl Friedling, Deputy City Manager for Public Affairs
Megan Roach, Marketing & Economic Sustainability Manager 
Subject: AN AGREEMENT BY AND BETWEEN THE CITY OF BEVERLY HILLS AND RODEO DRIVE, INC. FOR 2014-2015 SPECIAL EVENTS; AND APPROVAL OF A PURCHASE ORDER IN A NOT-TO-EXCEED AMOUNT OF \$1,002,000 TO RODEO DRIVE, INC. FOR THESE SERVICES
Attachments:

1. Agreement
2. Presentation from May 20th City Council meeting

RECOMMENDATION

It is recommended that the City Council approve an agreement by and between the City of Beverly Hills and Rodeo Drive, Inc. for 2014-2015 special events and approve a purchase order in a not-to-exceed amount of \$1,002,000 for these services.

The agreement becomes effective when the City Council adopts the Fiscal Year 2014-2015 Operating Budget.

INTRODUCTION

The Rodeo Drive Committee ("RDC") is comprised of approximately 70 retailers, hotels and property owners. Founded in 1972, the Committee promotes Rodeo Drive through a variety of programs which enhance the street's image as a world-wide destination.

On May 14, 2014, the Rodeo Drive/Special Events/Holiday Committee (Mayor Bosse and Councilmember Krasne) met with RDC representatives to review the proposed Fiscal Year 2014-15 scope of work and base funding request of \$867,000. In addition, on March 4, 2014, the City Council approved \$180,000 in funding to the Rodeo Drive Committee for the installation and deinstallation of Baccarat chandeliers in the street medians during the 2014 holiday season. The RDC agreed to redirect \$45,000 in funding towards the installation, reducing the City's contribution to \$135,000. This funding will be incorporated into the City's FY 2014-15 agreement with the Rodeo Drive Committee.

The Rodeo Drive/Special Events/Holiday Committee recommended approval of the scope of work and funding request and this was presented to the City Council on May 20, 2014. Council directed staff to return with an agreement for services that reflects the scope of work and corresponding base funding of \$867,000 plus \$135,000 for the Baccarat installation/deinstallation for a total funding amount of \$1,002,000.

DISCUSSION

The RDC is requesting funding for special events and marketing initiatives as follows:

- 1) \$200,000 for a Rodeo Drive Walk of Style® during the 2014-15 fiscal year.
- 2) \$30,000 for the Rodeo Drive Concours d'Elegance scheduled for Sunday, June 21, 2015. The \$30,000 in funding will be a combination of waived street closure fees and City services such as police, traffic control and public works.
- 3) \$303,100 for holiday décor and lighting to replicate the prior year holiday décor program for the street and funding for the installation/deinstallation of sixteen Baccarat chandeliers. The amount includes \$168,100 for base holiday décor on and \$135,000 for the installation/deinstallation of the Baccarat chandeliers.
- 4) \$120,000 for a holiday lighting ceremony to occur in November 2014 to kick off the holiday season.
- 5) \$100,000 for advertising, public relations and branding for the Festival of Watches program where watch brands are invited to participate in hosting in-store events for clients and press, launch new products, feature watchmakers, and more.

New Programs

- 6) \$150,000 for an International Inbound LAX Advertising Campaign, which may include billboards, inflight magazines, and inflight advertising to key feeder markets to bring more international visitors to Rodeo Drive.
- 7) \$98,900 to upgrade the Rodeo Drive website with enhanced search engine optimization, new website content and imagery. Since these figures are budget estimates, Council indicated funds may be transferred between the two new programs as needed to satisfy program objectives.

FISCAL IMPACT

The City's Finance Department projects \$35,500,000 in TOT revenue for the 2014-2015 Fiscal Year, which results in a Tourism and Marketing budget of \$5,167,344. This amount includes \$95,915 in budgetary carryover from Fiscal Year 2013-2014. The funding is budgeted in the Tourism and Marketing Program account 0101311. The Rodeo Drive Committee is requesting \$1,002,000 for special events and marketing initiatives to promote the street.

Don Rhoads 
Finance Approval

Cheryl Friedling 
Approved By

Attachment 1

**AGREEMENT BY AND BETWEEN THE CITY OF
BEVERLY HILLS AND RODEO DRIVE, INC. FOR 2014-
2015 SPECIAL EVENTS**

RECITALS

A. Rodeo Drive Inc., (“RDI”) is a business organization located in the City of Beverly Hills (“City”) that has experience conducting or participating in the development of special events and promotional publicity programs for the benefit of City.

B. For a number of years, for the dual purpose of promoting the City and Rodeo Drive as a premier shopping destination, RDI has produced the Walk of Style® event (the “Walk of Style”) along with other signature events.

C. City desires to continue to engage RDI for special events and publicity programs for the benefit of Rodeo Drive and the City;

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, it is agreed as follows:

Section 1. Scope of Work and Authorization of Funding. RDI shall provide the services (both personnel and deliverables) necessary to produce the Rodeo Drive Walk of Style®, Rodeo Drive Concours d’Elegance, Holiday Décor and Lighting Ceremony, Festival of Watches, Rodeo Drive International Inbound to LAX Advertising Campaign, and Rodeo Drive Website Upgrade events and initiatives for the promotion of the City and Rodeo Drive as set forth in Scope of Work attached hereto as Exhibit A. The funds shall be utilized and serve as compensation (including but not limited to overhead, third party costs, etc.) for RDI’s implementation of the Scope of Work. In no case shall the RDI request that City Staff undertake any of the activities set forth in Exhibit A.

Section 2. Payments.

(a) In support of the Rodeo Drive Walk of Style®, Rodeo Drive Concours d’Elegance, Rodeo Drive Holiday Décor and Lighting Ceremony, Festival of Watches, Rodeo Drive International Inbound to LAX Advertising Campaign, and Rodeo Drive Website Upgrade events and initiatives and the services provided in Exhibit A, City shall provide funding in the amount of \$1,002,000 to be used by RDI for these events to be held during Fiscal Year 2014-2015 (July 1, 2014 through June 30, 2015). “Promotion” as used therein means the expenditure of monies for and directly towards events that cause visitor traffic on Rodeo Drive such as but not limited to the Rodeo Drive Walk of Style®, Rodeo Drive Concours d’Elegance, Rodeo Drive Holiday Décor and Lighting Ceremony, Festival of Watches, Rodeo Drive International Inbound to LAX Advertising Campaign, and Rodeo Drive Website Upgrade events and initiatives. Upon request by the Deputy City Manager, RDI will produce documentation (e.g., invoices) to establish that it has fulfilled its foregoing commitment to the City’s satisfaction.

(b) In support of the Rodeo Drive Walk of Style® event and the services provided in Exhibit A, the City shall provide funding in the amount of \$200,000 to be used by RDI for the Rodeo Drive Walk of Style® event to be held during Fiscal Year 2014-2015 (July 1, 2014 through June 30, 2015).

(c) In support of the Rodeo Drive Concours d'Elegance event and the services provided in Exhibit A, the City shall provide funding in the amount of \$30,000 to be used by RDI for the Rodeo Drive Concours d'Elegance event to be held during Fiscal Year 2014-2015 (July 1, 2014 through June 30, 2015).

(d) In support of the Rodeo Drive Holiday Décor Program and the services provided in Exhibit A, the City shall provide funding in the amount of \$303,100 to be used by RDI for the Holiday Décor Program to be held during Fiscal Year 2014-2015 (July 1, 2014 through June 30, 2015).

(e) In support of the Rodeo Drive Lighting Ceremony event and the services provided in Exhibit A, the City shall provide funding in the amount of \$120,000 to be used by RDI for the Lighting Ceremony event to be held during Fiscal Year 2014-2015 (July 1, 2014 through June 30, 2015).

(f) In support of the Festival of Watches event and the services provided in Exhibit A, the City shall provide funding in the amount of \$100,000 to be used by RDI for the Festival of Watches event to be held during Fiscal Year 2014-2015 (July 1, 2014 through June 30, 2015).

(g) In support of the Rodeo Drive International Inbound to LAX Advertising Campaign and the services provided in Exhibit A, the City shall provide funding in the amount of \$150,000 to be used by RDI for the Rodeo Drive International Inbound to LAX Advertising Campaign to be held during Fiscal Year 2014-2015 (July 1, 2014 through June 30, 2015).

(h) In support of the Rodeo Drive Website Upgrade and the services provided in Exhibit A, the City shall provide funding in the amount of \$98,900 to be used by RDI for the Rodeo Drive International Inbound to LAX Advertising Campaign to be held during Fiscal Year 2014-2015 (July 1, 2014 through June 30, 2015).

(i) RDI may submit a written invoice for the funding described above in paragraphs (a) through (h) at least 30 days prior to the date of the Rodeo Drive Walk of Style®, Rodeo Drive Concours d'Elegance, Rodeo Drive Holiday Décor and Lighting Ceremony, Festival of Watches, Rodeo Drive International Inbound to LAX Advertising Campaign, and Rodeo Drive Website Upgrade, as the case may be, to the Deputy City Manager. Upon approval of invoice by City, payment shall be made to RDI within 30 to 45 days of receipt of said invoice. If the requirements for funding set forth in Exhibit A with respect to Rodeo Drive Walk of Style®, Rodeo Drive Concours d'Elegance, Rodeo Drive Holiday Décor and Lighting Ceremony, Festival of Watches, Rodeo Drive International Inbound to LAX Advertising Campaign, and Rodeo Drive Website Upgrade are not achieved by RDI to the City's reasonable satisfaction then within a reasonable period following RDI's receipt of City's written notice of such dissatisfaction, RDI shall reimburse the City any monies provided to RDI for RDI's

production of Rodeo Drive Walk of Style®, Rodeo Drive Concours d'Elegance, Rodeo Drive Holiday Décor and Lighting Ceremony, Festival of Watches, Rodeo Drive International Inbound to LAX Advertising Campaign, and Rodeo Drive Website Upgrade. This provision shall survive termination of this Agreement and/or distribution of all funding hereunder.

Section 3. Reports.

(a) RDI shall submit a quarterly report to the City, which shall be in a form and content acceptable to the City Manager or his designee. The reports shall include, without limitation, information regarding its achievement of the items in the Scope of Services as set forth in Exhibit A.

(b) RDI shall also supply the City with an Annual Financial report prepared by a Certified Public Accountant for each of the Fiscal Year 2014-2015. Each such report shall provide separately detailed accounts for each event funded by City. Accordingly, RDI shall ensure that City funding is held in a separate account and that the detailed accounting indicates charges against such funding. The report shall be due within six months of the end of RDI's 2014-2015 fiscal year.

(c) With reasonable notice from City, RDI shall provide to City copies of any and all work product, documents reports, property and books produced by RDI 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). RDI's obligation to maintain such Documents shall continue for three years after the termination of this Agreement.

(d) RDI 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) RDI shall endeavor to develop, in consultation with City, a program-based budget for the Rodeo Drive Walk of Style®, Rodeo Drive Concours d'Elegance, Rodeo Drive Holiday Décor and Lighting Ceremony, Festival of Watches, Rodeo Drive International Inbound to LAX Advertising Campaign, and Rodeo Drive Website Upgrade events and initiatives hereunder. 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 RDI or any third party contracted by the RDI, in the performance of this Agreement, whether or not 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, trademarks and other proprietary rights, shall be and remain the property of City without restriction or limitation upon their use, duplication or dissemination by City. RDI shall not obtain or attempt to obtain copyright protection as to any of the Work Products.

(b) RDI 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. RDI shall take all acts requested by the City in order to enforce City's rights under this Section.

(c) RDI 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 RDI 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 RDI and that RDI shall have no such rights.

(d) From time to time the RDI will engage photographers to take photographs or will purchase images for use in RDI's marketing campaigns, collateral or other uses. As to those third party photographs or images whereby the RDI negotiates to purchase not only the photograph or image but also the copyright or other intellectual property rights with the monies provided hereunder for the Walk of Style® program, the provisions of this Section 4 will apply. As to those third party photographs or images whereby the RDI 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) The City recognizes that the phrase "Walk of Style" is a registered service mark owned by RDI and/or other third parties and as such, the City has no right to the ownership of such intellectual property. Accordingly, as to those uses whereby the Work Product is the Walk of Style service mark, the provisions of this Section 4 will not apply.

(f) This Section shall survive termination of this Agreement.

Section 5. Banners. RDI 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 6. Assignment. This Agreement shall not be assigned by RDI without the written consent of City.

Section 7. Independent Contractor. At all times during the term of this Agreement RDI shall be an independent contractor and RDI, and their officers, employees and agents shall not be employees of City.

Section 8. Term. This Agreement shall remain in full force and effect from July 1, 2014 until June 30, 2015, unless terminated earlier as provided in Section 9 of this Agreement.

Section 9. Termination of Agreement. City may terminate this Agreement early, at any time, with or without cause, upon thirty (30) days prior written notice to RDI. In the event of such termination, City shall pay RDI for all costs and obligations reasonably incurred by RDI in performing its services under this Agreement prior to the date of the termination notice. Any payments made to RDI shall be in full satisfaction of City's obligations hereunder and in no event shall any payment made by the City exceed \$1,002,000. City shall not be obligated to pay additional funds for any aspect or part of the Rodeo Drive Walk of Style®, Rodeo Drive Concours d'Elegance, Rodeo Drive Holiday Décor and Lighting Ceremony, Festival of Watches, Rodeo Drive International Inbound to LAX Advertising Campaign, and Rodeo Drive Website Upgrade events and initiatives or such other events and initiatives with respect to which RDI makes a commitment after the issuance 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 Rodeo Drive Inc., c/o The Donahue Group, 1463 Tamarind Avenue, Los Angeles, California 90028, 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. Indemnification and Insurance.

(a) RDI 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 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 RDI or their officers, employees, agents or others employed by RDI in the conduct of the projects funded by this Agreement.

(b) RDI 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 RDI.

(c) RDI 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.

(d) RDI 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.

(e) RDI shall require each of its sub-consultants or sub-contractors engaged by the RDI for event management or other activities that require a City special event permit to maintain insurance coverage which meets all of the requirements of this Agreement unless otherwise determined by the City's Risk Manager. Prior to an event, RDI shall inform the City's Risk Manager in writing of said event to determine the level of insurance coverage, if any, required.

(f) 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.

(g) If RDI fails to keep the aforesaid insurance in full force and effect, City shall notify RDI that it is in breach of the Agreement and RDI has three (3) days to cure such breach. If such breach is not cured by RDI 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 RDI's expense, the premium thereon.

(h) At all times during the term of this Agreement, RDI 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. RDI 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 the 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.

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

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

Section 12. 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 13. City Not Obligated to Third Parties. The City shall not be obligated or liable under this Agreement to any party other than the RDI.

Section 14. 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.

Section 15. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the ____ day of June 2014, at Beverly Hills, California.

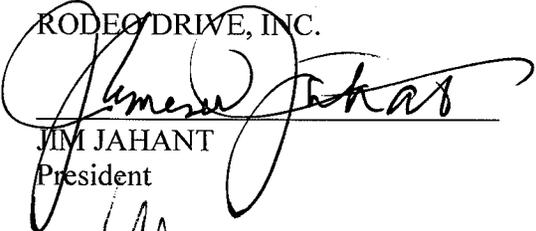
CITY OF BEVERLY HILLS
A Municipal Corporation

LILI BOSSE
Mayor of the City of Beverly Hills,
California

ATTEST:

(SEAL)
BYRON POPE
City Clerk

RODEO DRIVE, INC.

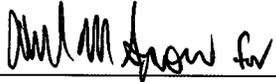


JIM JAHANT
President



MARK TRONSTEIN
Vice President

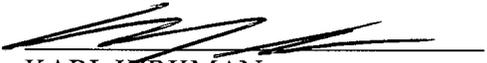
APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

JEFFREY C. KOLIN
City Manager



KARL KIRKMAN
Risk Manager

EXHIBIT A
SCOPE OF WORK

2014-2015 RODEO DRIVE WALK OF STYLE®

- The funding provided in this Agreement of \$200,000 shall be for the Rodeo Drive Walk of Style® event to be held during Fiscal Year 2014-2015 (July 1, 2014 – June 30, 2015).
- RDI shall use its best efforts to develop a process to obtain data and metrics for the Rodeo Drive Walk of Style® Event and provide detailed information regarding the City’s return-on-investment to City. Such metrics shall include but are not limited to measuring and analyzing year over year visitor traffic and dollars spent, receiving and analyzing partner feedback; measuring and analyzing marketing efforts, etc.
- RDI shall undertake the following activities:
 - Identify potential honoree(s) for plaque unveiling and awards ceremony. Induct one to two honorees annually.
 - Create high profile event(s) for each honoree to garner media attention and momentum for the Program.
 - Continue banner program to highlight honorees’ body of work.
 - Execute specialized publicity and online digital programs in conjunction with each induction/awards ceremony.
 - Investigate alternate event formats, which may be appropriate for honoree categories.
 - Pursue additional income streams to offset and expand program.
 - Continue tourism outreach to expand media coverage to help build the Rodeo Drive Walk of Style® as a destination point.
 - Research and develop potential extensions of the Rodeo Drive Walk of Style® to increase program’s accessibility to the community.
 - Continue outreach to potential honorees.
 - Update and expand Rodeo Drive Walk of Style® website to continue building the Rodeo Drive Walk of Style® as a world-renown travel destination. Provide up-to-date information to visitors as well as potential sponsors and honorees. Promote the City of Beverly Hills and Rodeo

Drive as the epicenter of fashion and entertainment and maximize publicity opportunities.

- Continue development of marketing materials for potential sponsors and honorees. Capitalize on the momentum of the program and its highly publicized events to market the Award to potential sponsors and honorees as a highly coveted and prestigious honor within the fashion industry.

Event Component	Estimated Cost
Graphics – Design/Step & Repeat/Video Show	\$2,500
Ceremony – Lighting/Sound/Video/Power	\$11,500
City Costs	\$11,150.40
Photography	\$2,000
Plaque	\$4,000
Publicity	\$25,000
Video – Program Update	\$3,000
Video – Event	\$5,000
Nominee Presentation Books	\$3,000
Luncheon	\$40,000
Award	\$10,000
PR Newswire	\$2,000
Press Wall – Step & Repeat	\$11,000
Production Staff – Award Ceremony & Arrivals	\$14,000
Rentals	\$12,000
Security	\$2,000
Signage – City Sidewalks	\$2,000
Production Office	\$1,500
Branded Gifts, Bags, Stuffing, Transport	\$5,200
Social Media Outreach	\$5,000
Miscellaneous Production Expenses	\$2,063
Subtotal	\$173,913.40
Production Fee 15%	\$ 26,087.01
Estimated Total	\$ 200,000.41

2015 RODEO DRIVE CONCOURS D'ELEGANCE

- The funding provided in this Agreement for \$30,000 shall be for sponsorship of the Rodeo Drive Concours d'Elegance event to be held Sunday, June 21, 2015.
- RDI shall use its best efforts to develop a process to obtain data and metrics for the Rodeo Drive Concours d'Elegance event and provide detailed information regarding the City's return-on-investment to City. Such metrics shall include but are not limited to measuring and analyzing year over year visitor traffic and dollars spent, receiving and analyzing partner feedback; measuring and analyzing marketing efforts, etc.

- RDI shall undertake the following activities:
 - Organize and promote the 2015 Rodeo Drive Concours d'Elegance event .
 - Continue to grow the prestige of the Rodeo Drive Concours d' Elegance and institutionalize event as a Father's Day tradition.
 - Expand media partners to advertise the event locally, regionally and nationally to further promote the event.
 - Secure luxury sponsors/partners to help underwrite costs of the event.
 - Utilize Rodeo Drive Concours d'Elegance website to further promote the event and attract future sponsors and partnerships.
 - Execute banner program to further promote the event if budget allows.

Description	2015 Estimate
Automobile Curation	\$10,000
Curation	\$5,000
Awards bases, Hollywood Trophy Company	\$1,000
Banners and Signage	\$17,500
City of Beverly Hills Costs	\$30,000
Exhibitor Sponsor Relations & Promotional Materials	\$5,000
Backdrops 300 & 400 Blocks Design, Install	\$26,000
Production Expenses	\$9,500
Rentals	\$20,000
Publicity Outreach	\$20,000
Restrooms	\$3,000
Security	\$3,000
Sound/Power	\$9,200
Automotive Installation Team	\$2,000
Staffing - Pre & Event Day	\$20,000
Event Merchandise	\$5,000
Exhibitor Sponsor Gifts/Awards	\$3,500
Advertising	\$10,000
Graphic Design - Banners, Ads, Collateral	\$5,000
Production	\$30,255
Sponsorship Acquisition	\$25,000
Estimated Total	\$259,955

2014-2015 RODEO DRIVE HOLIDAY DÉCOR PROGRAM

A. Description of Program and General Services

1. RDI shall, at the request of City, provide all design, development, technical and artistic direction, program and contract management, liaison and general program oversight necessary to create, produce and execute a comprehensive holiday décor program (the "Program") on Rodeo Drive as described herein.
2. Services provided by RDI include all materials, labor, supplies, equipment, tools, transportation and other items necessary for installation and execution of the Program.
3. The implementation of the Program shall be conducted in the following project phases: design, fabrication, installation, maintenance, removal and storage.

B. Project Management

This scope of work requires that RDI oversee the design, fabrication and installation of the various Holiday Décor Elements on Rodeo Drive including their maintenance and removal. Accordingly, RDI shall provide overall project management for the implementation of the Program. Project management includes, but is not limited to:

1. Coordinate and oversee all phases of the project: design, fabrication, installation, removal and storage.
2. Coordinate and oversee personnel, artistic and technical, for the duration of the Program as described in this Exhibit A.
3. Coordinate with City's representatives for the duration of the Program.
4. RDI shall ensure to the greatest extent possible that all Holiday Décor Elements, specifically those that utilize electricity, minimize the use of power and utilize LED or such other projects and materials designed for efficiency and longevity.
5. RDI shall submit to City the design of the Holiday Décor Elements which City shall approve prior to their fabrication.

C. Minimum Specifications for Holiday Décor Elements on Rodeo Drive

The Holiday Décor Elements provided by RDI shall comply with the following specifications:

1. All Holiday Décor Elements shall be manufactured and installed so as not to create an unsafe condition on the public street or public right of way. All Holiday Décor Elements shall also be manufactured to meet with all applicable laws and regulations regarding the construction of such decorations. Specifically, but not by way of

limitation, such decorations shall be manufactured and installed to withstand rain, wind gusts and other inclement weather when possible and shall be located and installed in such a manner as to avoid, to the greatest extent feasible, vandalism and theft.

2. With respect to Holiday Décor Elements that require the installation of electrical components, the provision of wiring for electrical components or the provision of wiring for power distribution, such electrical components, wiring and/or power distribution shall be installed in accordance with the California Electrical Code and the Beverly Hills Municipal Code. Additionally, where power distribution is required, RDI shall provide an outlet for each electrical or component element. The City shall waive all permit fees usually required for installation of wiring and/or electrical components.
3. Fabrication of Holiday Décor Elements shall be performed in accordance with best industry practices and techniques and designed for outdoor use. Electrical components shall be of high quality, designed for outdoor use and shall conform to all applicable electrical codes and standards. All fabricated Holiday Décor Elements shall be warranted by the manufacturer for defects in materials and workmanship however RDI cannot be responsible for damages from vandalism or extreme weather that may occur.
4. All installations shall be performed in a workmanlike manner according to accepted industry practices. All lighting and electrical work shall conform to all applicable electrical codes and best practices.
5. Throughout the display period of November 17, 2014 through January 4, 2015 (“Display Period”), RDI shall oversee maintenance of all Holiday Décor Elements and shall make all necessary repairs or replacements within 24 hours of identification or notification of any problems. Emergency response conditions, which in the opinion of the City’s Responsible Principal present a hazard to public welfare and safety, shall be addressed by RDI within four hours of notification to RDI at no charge to the City. RDI shall repair damage caused by vandalism to the Holiday Decor Elements when requested by City within twenty-four hours of notification to RDI. RDI shall supply City with quotes for such work if requested by the City Manager or his designee.
6. RDI shall remove and disassemble all Holiday Decor Elements by January 5, 2015. RDI shall provide all transportation of the Holiday Decor Elements to a storage location chosen by RDI.
7. As the City may desire to contract with RDI to use the Holiday Décor Elements for the 2015 and 2016 holiday season, the Holiday Decor Elements that can be stored and are available for re-use in an appropriate manner such that no damage results from storage based on space availability by City. RDI shall exercise all reasonable care in the handling and storage of the Holiday Décor Elements.

8. RDI shall take all reasonable steps necessary to ensure the safety of its employees, of any subcontractors, and City employees and to protect City property from damage. Any safety hazards discovered by RDI or its subcontractors during the course of work shall be reported immediately to the City's Representative. RDI and its subcontractors shall comply with all applicable OSHA or other safety-related laws and regulations in the performance of this Agreement including the installation and removal of the Holiday Décor Elements.

D. Baccarat Chandeliers Display

1. RDI shall obtain an encroachment permit from the City (at no charge) for the installation of sixteen crystal Baccarat chandeliers in the Rodeo Drive medians during the 2014 holiday season.
2. RDI shall install sixteen crystal Baccarat chandeliers ("Chandeliers display") on 8 temporary poles placed in designated locations in the medians on the 200, 300 and 400 blocks of Rodeo Drive from November 17, 2014 through January 4, 2015. Each pole shall display two chandeliers and each chandelier shall be encased with a Plexiglas covering. RDI shall be responsible for proper installation, maintenance and removal of the Chandeliers display.
3. RDI shall be responsible for maintenance and cleaning of Plexiglas cases for the duration of the Chandeliers display. Should Plexiglas cases be determined by the City to be in need of cleaning, RDI must respond within 48 hours by providing a professional window cleaning service to restore cases to clean condition.
4. Equipment shall include, but not be limited to, 16 chandeliers, 16 Plexiglas encasements, 8 poles, 8 bases and all electrical cabling and wiring required for the Chandeliers display.
5. RDI shall be responsible for obtaining all required City permits (at no charge) in connection with the installation, operation, maintenance, and removal of the Chandeliers display and use of the public right of way. The permits may include building permit, electrical permit, heavy hauling permit, street use permit, fire permit, and special event permit. The City shall waive fees for these permits for the Chandeliers display.
6. RDI shall provide written notification to affected merchants on Rodeo Drive and in the surrounding vicinity of planned Chandeliers display installation, removal and event activity.
7. City shall provide secure, off-street parking for equipment trucks and vehicles for installation, breakdown and removal.
8. City shall be responsible for removal and replanting of designated plant material in the medians as determined necessary by City.

9. City shall provide electrical power to light the Chandeliers display.

Décor Element	Budget Estimate
Trees in median strip covered in white twinkle lights	\$70,000
Palm Tree Uplighting & Specialty Lighting Pinspots	\$10,000
Banners/Installation	\$4,000
Design	\$2,500
Production Service (discounted from 15% to 10%)	\$30,310
Production Staffing	\$3,000
Inspection, Vandalism and Weather Repairs	\$1,757
Miscellaneous Expense	\$1,533
Installation/Deinstallation 16 Baccarat Chandeliers in Rodeo Drive medians on 200, 300 and 400 blocks	\$180,000
Total	\$303,100

**2014 HOLIDAY DÉCOR PROGRAM ON RODEO DRIVE
PRELIMINARY SCHEDULE**

All Holiday Décor Elements shall be completed, installed, tested, and fully operational by November 17, 2014.

COMPLETION DATE	ACTIVITY	VENDOR
Nov 8 – Nov 13	Installation of Ice Forest trees on Rodeo Drive, Red Branch Banners, palm uplighting and Torso up-lighting and Baccarat chandeliers	Production Elements, MBE, ShowPro, TDG, Musson Theatrical
Nov 14	Review and approve all elements	Rodeo Drive
Nov 15	City Review and Approval	City
Nov 17	Begin display period	
Jan 4	End display period	
Jan 4 – Jan 5	Remove Ice Forest trees on Rodeo Drive, Red Branch Banners, palm uplighting and Torso up-lighting and Baccarat chandeliers	Production Elements, MBE, ShowPro, TDG, Musson Theatrical

HOLIDAY LIGHTING CEREMONY

- The funding provided in this Agreement of \$120,000 shall be for a Holiday Lighting Ceremony to be held during Fiscal Year 2014-2015 (July 1, 2014 –June 30, 2015).
- RDI shall use its best efforts to develop a process to obtain data and metrics for the event and provide detailed information regarding the City’s return-on-investment to City. Such metrics shall include but are not limited to measuring and analyzing year over year visitor traffic and dollars spent, receiving and analyzing partner feedback; measuring and analyzing marketing efforts, where possible.
- As it pertains to the Lighting Ceremony, RDI shall make reasonable efforts to request that its retailers adjust opening and closing hours to align with special event times, thereby encouraging more shoppers and retail purchases. This shall be accomplished by transmitting such request in writing to such merchants. RDI shall provide copies of the written requests for adjustment of hours upon request of City. Alternatively, RDI can “cc” the Deputy City Manager on the letters transmitted to merchants.
- RDI shall undertake the following activities:
 - Work with the City staff on street closure and city services needed for the event.
 - Create a high profile event to garner media attention and momentum for the Holiday Season.
 - Promote City and RDI partnership with Baccarat as part of Lighting Ceremony.
 - Investigate entertainment options of live performances, fireworks and special snow effects.
 - Pursue additional income and in-kind streams to offset costs and expand program.
 - Update and expand Rodeo Drive website to include Holiday Lighting Ceremony. Work with City and CVB to further promote event and provide for up to date information to visitors and residents interested in attending.
 - Create promotional campaign that may include local advertising, collateral, publicity and online elements that can be used by retailers to promote customer attendance.
 - Work with Rodeo Drive retailers to develop lighting ceremony program they envision.

Description	Budget Estimate
Street Closure	\$11,000
Staging/Lighting/Sound/Power	\$23,500
Entertainment – Live Performance and/or Fireworks and/or Snow	\$52,500
Marketing, Advertising, Publicity, Collateral	\$15,000
Production Fee	\$18,000
Estimated Total	\$120,000

2014-2015 RODEO DRIVE FESTIVAL OF WATCHES

- The funding provided in this Agreement for \$100,000 shall be for Rodeo Drive Festival of Watches to be held during Fiscal Year 2014-2015 (July 1, 2014 – June 30, 2015).
- RDI shall develop a process to obtain data and metrics for Rodeo Drive Festival of Watches and provide detailed information regarding the City's return-on-investment to City. Such metrics shall include but are not limited to measuring and analyzing visitor traffic and dollars spent, receiving and analyzing partner feedback; measuring and analyzing marketing efforts, etc.
- RDI shall undertake the following activities:
 - Launch the sales driven promotion designed to showcase Rodeo Drive and Beverly Hills' position as the center of luxury watches on the West Coast.
 - Invite watch brands to participate by hosting in-store events for clients and press to launch new product, feature watchmakers, etc.
 - Launch promotion in October 2014 with a street-wide open house.
 - Execute street-pole banner program to further promote the event.
 - Watch brands and retailers that participate shall be charged \$2,500 for Rodeo Drive brands and \$5,000 for retailers who are not RDI members. Stores will pay for their own in-store events and promotions of their individual events.

Description	Budget Estimate
Atmosphere	\$19,300
Advertising	\$65,000
Publicity	\$11,700
Collateral Materials	\$1,000
Website	\$1,500
Banners	\$6,000
Design	\$4,000
Program Coordination	\$19,500
Estimated Total	\$128,000
Income – City of Beverly Hills Sponsorship	(\$100,000)
Income – Other Sponsorship	(\$28,000)

**2014-2015 RODEO DRIVE INTERNATIONAL INBOUND TO LAX
ADVERTISING CAMPAIGN**

- The funding provided in this Agreement for \$150,000 shall be for Rodeo Drive International Inbound to LAX Advertising Campaign to be held during Fiscal Year 2014-2015 (July 1, 2014 – June 30, 2015).
- RDI shall undertake the following activities:
 - Launch an international inbound to LAX advertising campaign which may include billboards, inflight magazines, and inflight advertising to key feeder markets to bring more international visitors to Rodeo Drive.
 - Budgeted funds may be transferred between Rodeo Drive International Inbound to LAX Advertising Campaign and Rodeo Drive Website Upgrade in order to fulfill program objectives provided total funding for the two initiatives does not exceed \$248,900.

Description	Budget Estimate
Billboard advertising	\$75,000
Magazine advertising	\$75,000
Estimated Total	\$150,000

2014-2015 RODEO DRIVE WEBSITE UPGRADE

- The funding provided in this Agreement for \$98,900 shall be for Rodeo Drive Website Upgrade to be held during Fiscal Year 2014-2015 (July 1, 2014 – June 30, 2015).
- RDI shall undertake the following activities:
 - Refresh the existing Rodeo Drive website to include new content, imagery and search engine optimization with goal to enhance Rodeo Drive’s visibility and bring more international visitors to Rodeo Drive.

Description	Budget Estimate
Search engine optimization	\$40,000
New website content and imagery	\$58,900
Estimated Total	\$98,900

Attachment 2

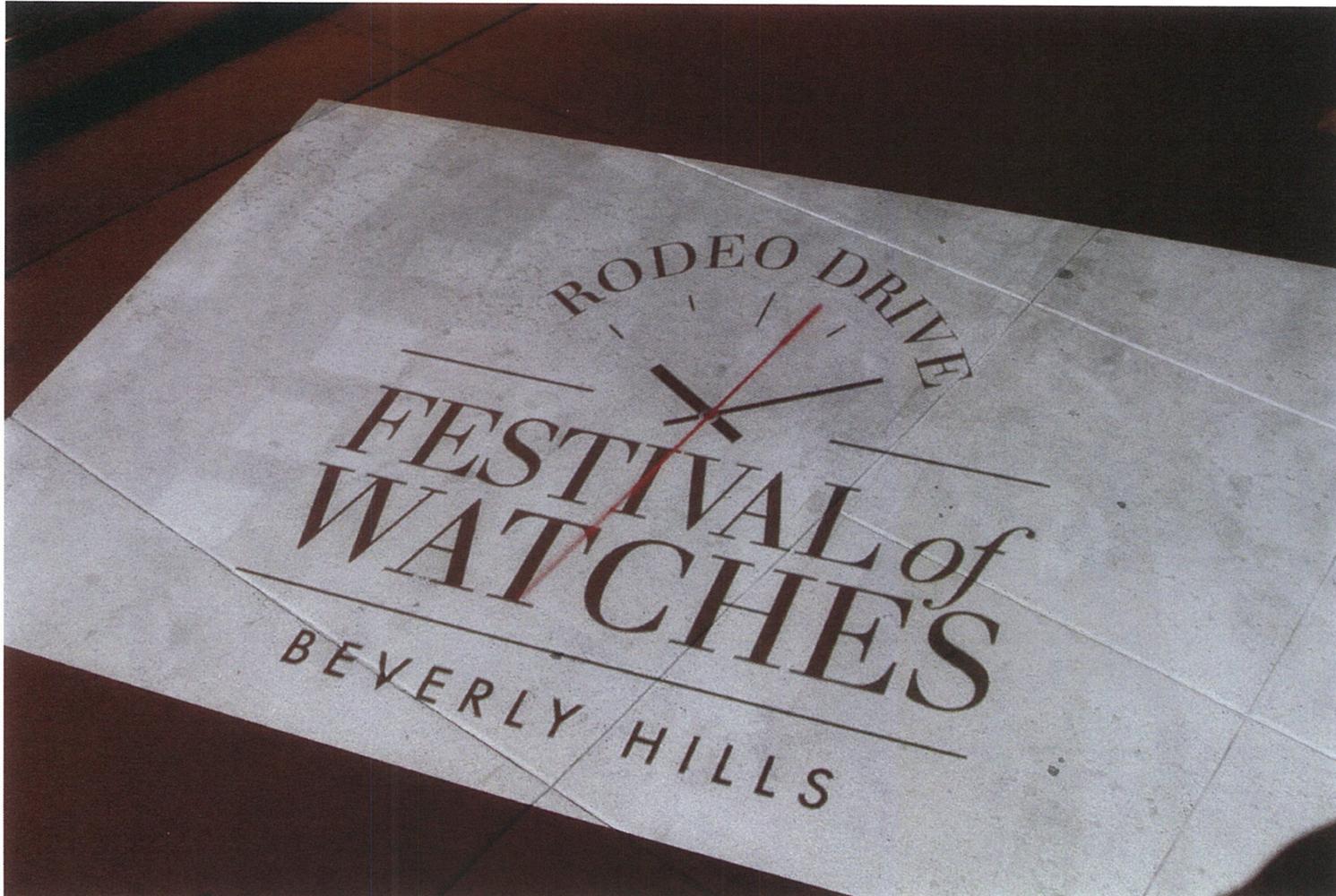
Rodeo Drive Committee Members

- Current members include:
 - 72 retailers
 - 7 landowners
 - 3 hotels including the Beverly Wilshire, Luxe Rodeo Drive and Beverly Hills Hotel
 - The City, CVB and Chamber use this forum to communicate programming and discuss issues important to the business community.
- These are some of the brightest minds in retail with hundreds of years of experience combined in knowledge of retail, their corporate offices' needs, their customers needs and their store's needs to be successful. They have been selected by their companies to run their businesses and are here to help you by suggesting ideas they feel will positively impact their businesses and volunteering their time and expertise.

We parked a jet on Rodeo Drive.



We inaugurated the first Festival of Watches.



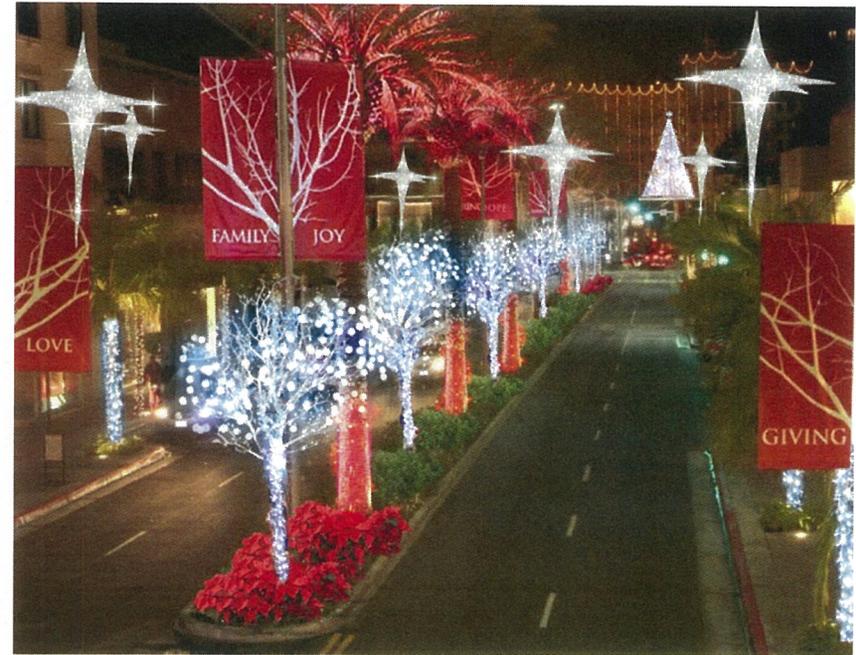
With over 20 brands cementing our position as one of the highest concentrations of watch brands outside of Switzerland.

We launched the city's Centennial.



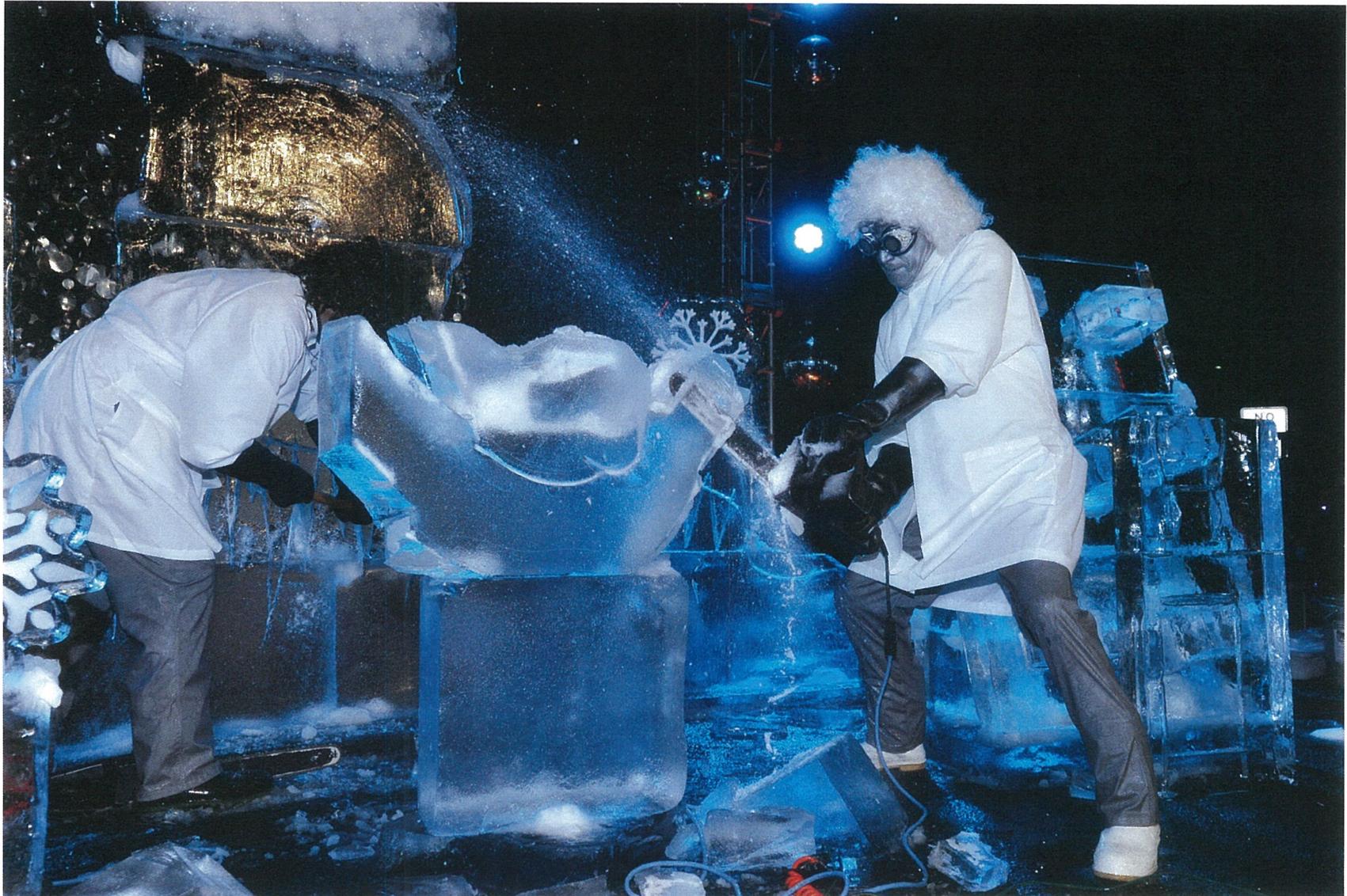
100 days before the Centennial, we organized the presence of the Mayor of Beverly, Massachusetts and Will Rogers' grand daughter Jennifer Rogers; and brought horses back to the Rodeo Drive bridle path in more than 50 years as well as the Wells Fargo Wagon. ethan 50 horses and the Wells Fargo Wagon back to town.

We expanded our Holiday décor.



Re-enforced the street and city's position as one of the must-see Holiday décor displays in the world.

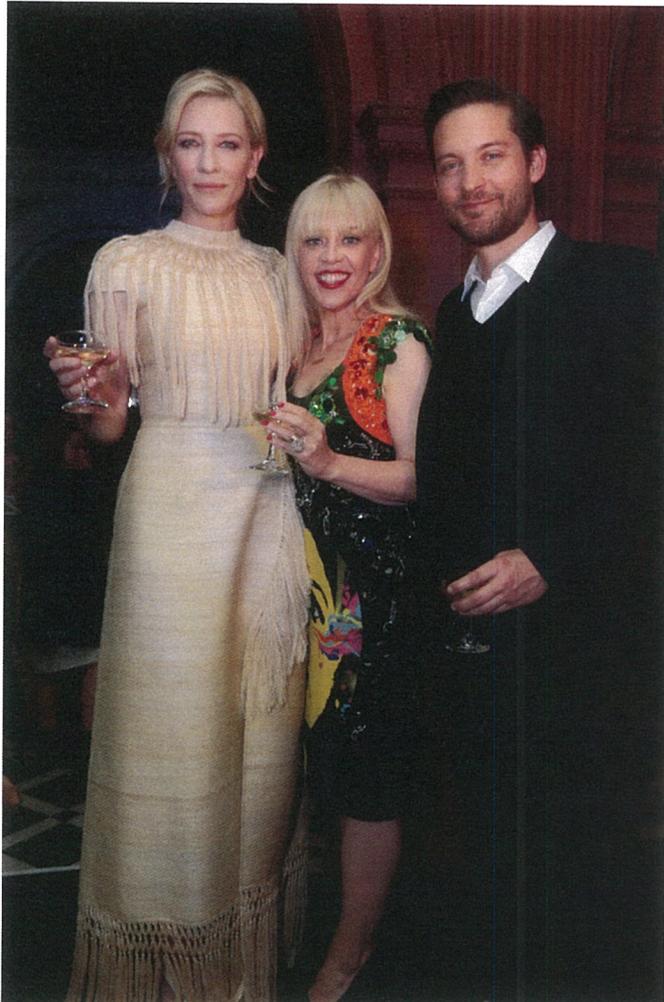
We carved 10,000 pounds of ice in 72 degree weather.





We made it snow.

We won three Academy Awards.



We inducted legendary costume and production designer Catherine Martin into the Rodeo Drive Walk of Style® on February 28, 2014 at the historic Greystone Mansion in Beverly Hills. Cate Blanchett presented Martin with the award followed by a special toast from “The Great Gatsby’s” Tobey Maguire. Martin went on to win two Academy Awards and Blanchett went on to win Best Actress.

We spelled out “100” in ferris wheels.



We danced in the street.

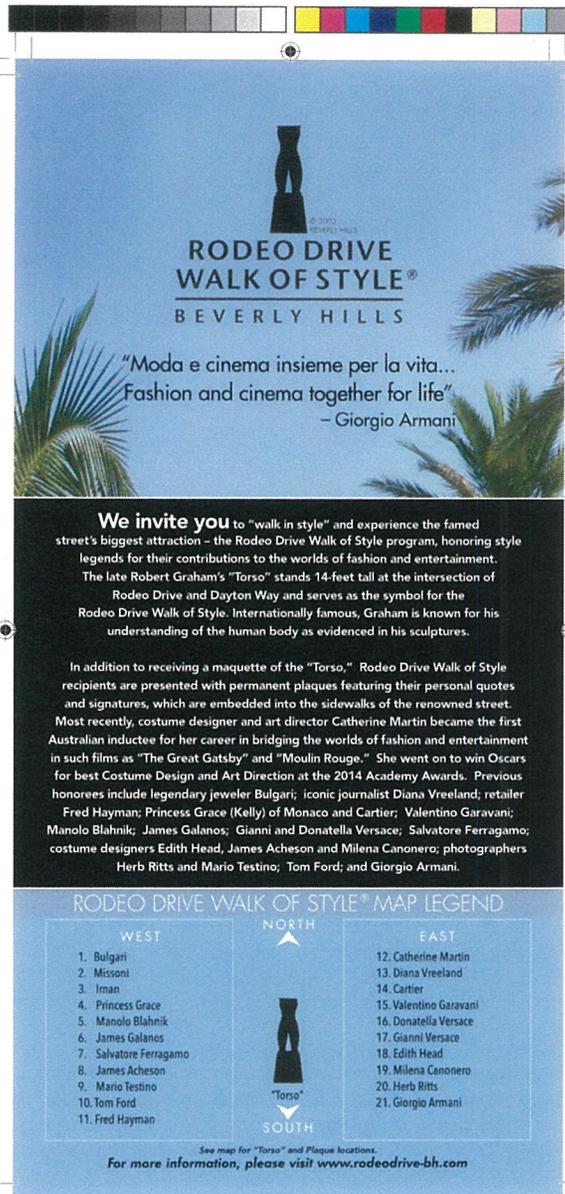


And...we baked a cake.

With the help of our member - the Luxe Rodeo Drive Hotel and Guittard Chocolate Company.



We did a few other things, too.



- Increased our membership by 12.62%.
- Increased our Facebook and social media following by almost 50%;
- Added three languages to our website;
- Held discussions with city staff on issues important to the merchants;
- Educated our members on international relations;
- Created maps and directories in four languages; and
- Acted as a clearinghouse for third party promotions.

Seed Money

Printing in this area is not recommended and will be subject to review



BH100
CENTENNIAL BLOCK PARTY
ON RODEO DRIVE



**1888 HENDERSON BUSH
LIMA BEANS**

FROM BEAN FIELDS TO BEVERLY HILLS: Henry Hammel and Andrew H. Denker bought the land that is now Beverly Hills from Henry Hancock in the 1880s. It was noted as "a fertile stretch of over thirty-five hundred acres of valley and frostless foothill land lying between Los Angeles and Santa Monica." They planted lima beans and at the time became home to one of the largest lima bean fields in California. Henderson Bush Lima Beans were introduced in 1888 by Peter Henderson & Co. of Jersey City, New Jersey and are one of their most famous varieties.

DIRECTIONS: Direct sow seeds 1 to 1 1/2 inches deep with 4-8 inches between plants and 18 to 24 inches between rows in well-drained soil. Choose a sunny location and plant the seeds in rows. The plants in these rows will help support each other as they grow. Bush bean plants usually grow between 1-2' tall. Germination is 5 to 8 days at 70 to 85 F. Harvest should occur in 67 to 71 days with bush growth habit.

SEEDS OF IDEAS:
Rodeo Drive Retailers

+

FINANCIAL SUPPORT:
City of Beverly Hills

+

CREATIVITY:
Professional Guidance

+

NUTRIENTS: Sponsors

=

FINAL PRODUCT:
World Class Promotions

Rodeo Drive Partnerships 2013-14

GEARYS
BEVERLY HILLS
SINCE 1930



ROLEX

FLEXJET
BY BOMBARDIER

BOMBARDIER



Mercedes-Benz
Mercedes-Benz of Beverly Hills



CHIVAS
LIVE WITH CHIVALRY

the autoGALLERY

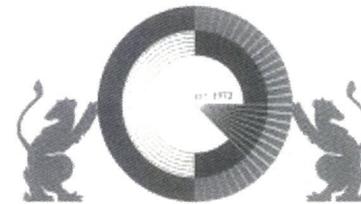


McLaren

AUCTIONS AMERICA

Brooks Brothers

IWC
Schaffhausen



O'GARA COACH COMPANY

CHAMPAGNE
PERRIER-JOUËT



BW
BEVERLY WILSHIRE
Beverly Hills
A FOUR SEASONS HOTEL

Worth
THE EVOLUTION OF FINANCIAL INTELLIGENCE

Luxe Metals
LUXE
Rodeo Drive

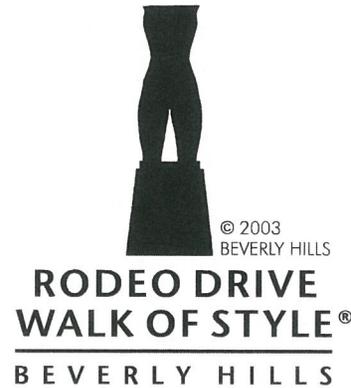
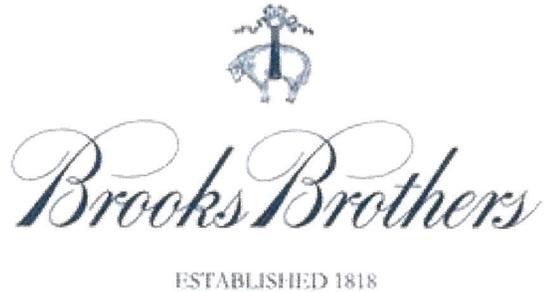
MOËT & CHANDON
CHAMPAGNE

KOSTA
BODA
SWEDEN 1742

Robb Report
FOR THE LUXURY LIFESTYLE

THE BEVERLY HILLS
COURIER
The Best Read Newspaper in Beverly Hills

2014 Rodeo Drive Walk of Style Partners



TIFFANY & Co.

PRADA



DIAGEO

Tanqueray
N° TEN™



Johnnie Walker®
BLACK LABEL®

BH100
CENTENNIAL BLOCK PARTY
ON RODEO DRIVE

TASTE of Beverly Hills Partnerships



MR CHOW



BEVERLY WILSHIRE
Beverly Hills
FOUR SEASONS HOTEL



TASTE
OF BEVERLY HILLS

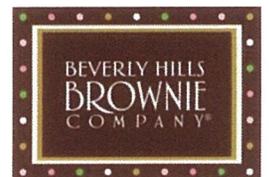
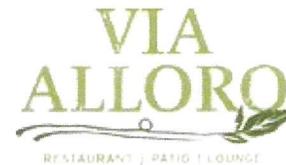


LUXE
RODEO DRIVE
HOTEL



presented by

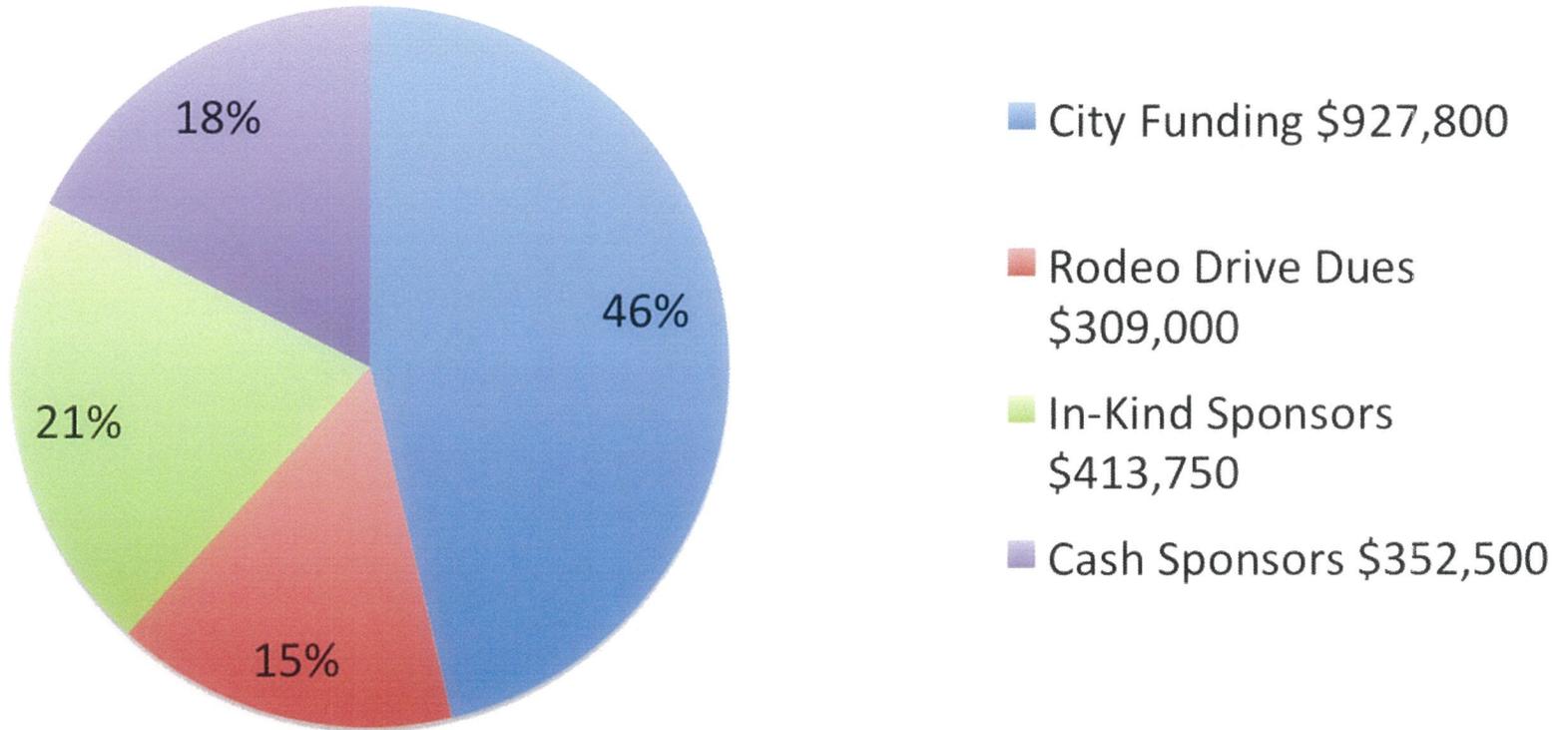
The Beverly Hills Hotel
and Bungalows



Rodeo Drive 2013/14 Programming

FOR EVERY 46 CENTS IN CITY FUNDING
RODEO DRIVE RAISED AN ADDITIONAL 54 CENTS!

Rodeo Drive Total Promotion 2013/14: \$2,003,050+



Rodeo Drive Activities
Self-funded **Without** City Support

- General Administration (RDC or Walk of Style)
- Accounting/Bookkeeping
- General Legal Counsel
- Networking/Mixers
- Rodeo Drive Map in English, Chinese & Other Languages
- Clearinghouse for Third party promotions
- General Publicity
- Membership Outreach

The Power of Rodeo Drive

2013/14 Year in Review • Mark Tronstein, President-Elect

- The Rodeo Drive Committee has been the voice of Rodeo Drive since it was founded in 1972 by Fred Hayman, Jerry Magnin, David Orgell, Don Tronstein, Herb Fink and the general managers of the Beverly Wilshire and Beverly Hills Hotel.
- Rodeo Drive has been named the #1 Shopping Street in the country by US News & World Report and one of the 5 most important shopping streets in the world by California Apparel News.
- Retailers are seeing continued significant Chinese tourism with increasing Brazilian and Middle East business as well as good local traffic.
- Vera Wang, Celine, Vacheron Constantin, Tory Burch and CH Carolina Herrera have opened.
- YSL is renovating and has moved to the former Missoni space temporarily.
- Louis Vuitton moved to temporary space while their flagship store is remodeled.
- Hermes and Zegna opened their remodeled flagships.
- Burberry will move from Wilshire to the former Zegna space in Fall 2014 with their new global digital format.
- Piaget, Phillip Plein and D Squared are coming.
- In 2012 a building on Rodeo Drive sold for \$85 million, which was reportedly the **highest price on a square-foot basis ever paid in Los Angeles County**, according to the Los Angeles Business Journal. The buyer paid \$11,971-per-square-foot for a 7,100-square-foot building. The building was purchased five years ago for \$34.5 million representing a \$50.5 million increase.
- Another property sale on Rodeo Drive in 2013 of the space that currently houses Lladro and Hugo Boss is in a similar category.



The Competition



“There are four places the Chinese visit when coming to the West Coast right now and it is always different depending on the customer: Las Vegas, South Coast Plaza, Rodeo Drive and Cabazon.”

-ImmixRed Tour Operators

“We built Crystals to be the centre of luxury in the world. There’s more luxury here than Rodeo Drive or the Champs-Elysees.”

- MGM Hotels and Resorts spokesman David Gonzalez.

“Desert Hills Premium Outlets, known as a Rodeo Drive for discount designer clothes, unveiled the biggest expansion in its more than two decades in business. Simon Property Group, the owner and operator of Desert Hills, spent \$100 million on the 146,000-square-foot expansion...50 new shops... attracts more than 10 million visitors annually. Last year, more than 3,000 chartered tour buses brought international tourists from China, Japan and Brazil...”

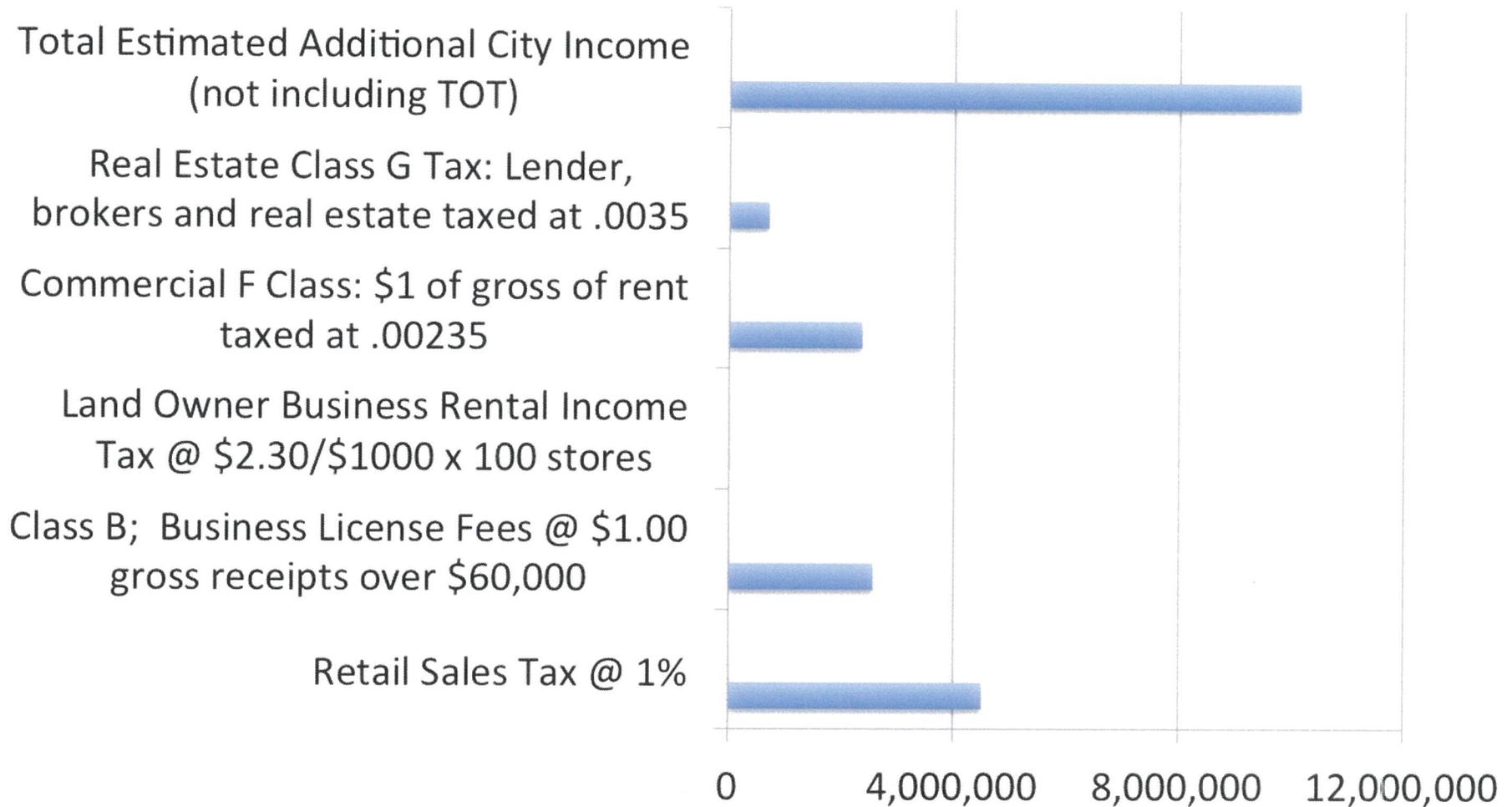
-California Apparel News



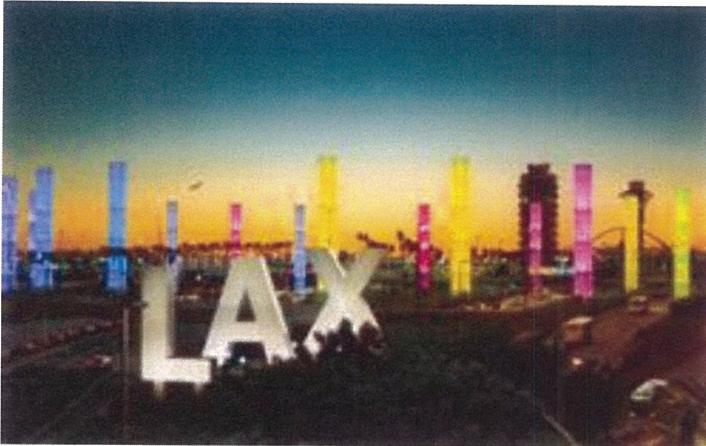
Estimated Rodeo Drive Financial Importance to City of Beverly Hills

\$10,148,550 on top of \$35,500,000 Transient Occupancy Tax

Business Fees & TOT: \$45,648,000



New Funding:
LAX International and Private Airport Promotion
Request: \$150,000



- Funding for advertising and promotion of Rodeo Drive including:
 - Advertising in Tom Bradley International Terminal at LAX;
 - Private Airport Advertising at Van Nuys or Santa Monica Airports;
 - International Inflight Magazines; and/or
 - International Inflight Video



New Funding: Rodeo Drive Website

www.rodeodrive-bh.com
Request: \$98,900

Google Analytics Report (July 1, 2013 – May 13, 2014)

Total Visitors: 255,959 **Total Page Views:** 864,185 **Average Visit Duration:** 1:42

Top Visitor Locations:

United States (76.25%): 231,144 visits

- California: 147,656
 - Los Angeles: 79,009
 - San Diego: 8,262
 - San Francisco: 4,421
 - Beverly Hills: 3,572

Top Domestic Visitor Locations: Texas: 7,802, New York: 7,361, Florida: 5,403

Top International Visitor Locations: Canada: 11,831, United Kingdom: 9,151, Australia: 7,303, Mexico: 5,553, Brazil: 4,256

Top Destination Pages: Homepage ~38%, Directory 14.7%, Map 10.23%, Walk of Style 4.91%

Top Devices Used: Desktop 47.17%, Mobile 40.39%, Tablet 12.44%



Rodeo Drive Social Media: Facebook

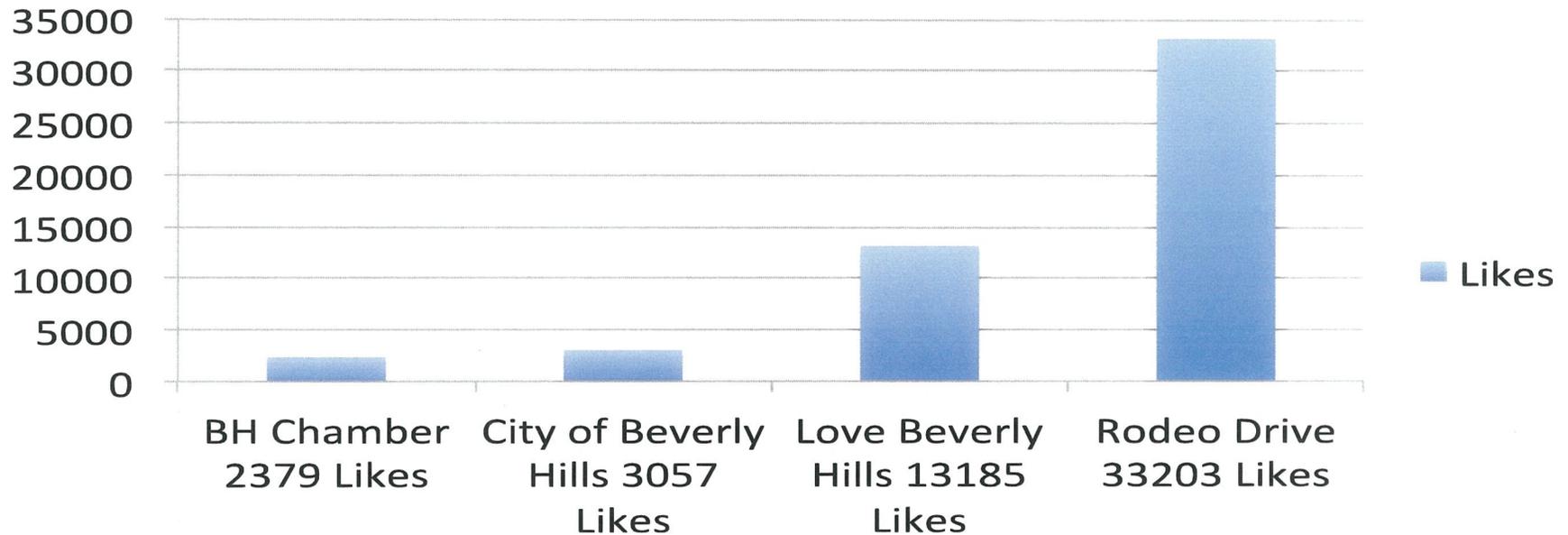


About **Rodeo Drive**
4.6 ★★★★★ (229 ratings) Street
Website <http://www.rodeodrive-bh.com/index4.html>
Beverly Hills, California
42,108 people like this topic
524,225 people have been here
Clear 72°F

Rodeo Drive is a two mile long street, primarily in Beverly Hills, California. Its northern terminus is its intersection with Sunset Boulevard and its southern is its intersection with Beverwil Drive in the city of Los Angeles. The name is most commonly used metonymically to refer to a three block stretch of the street...

Continue Reading
From Wikipedia, the free encyclopedia. Edit on Wikipedia

FACEBOOK Likes as of May 15, 2014



Program	2013/14	2014/15
Walk of Style	\$200,000	\$200,000
Concours	\$25,000	\$30,000
Town & Country	\$50,000	-0-
Holiday Décor Baccarat - 180k	\$168,100	\$168,100
Lighting Ceremony	\$120,000	\$120,000
Rodeo Drive Festival of Watches	\$100,000	\$100,000
New: LAX International Inbound	-0-	\$150,000
New: RDC Website	-0-	\$98,900
TOTAL	\$663,1000	\$867,000
Centennial Funding - Parade -BH100	50,000 214,700	

