



## AGENDA REPORT

**Meeting Date:** June 30, 2015  
**Item Number:** E-12  
**To:** Honorable Mayor & City Council  
**From:** Cheryl Friedling, Deputy City Manager for Public Affairs  
Megan Roach, Marketing & Economic Sustainability Manager   
**Subject:** APPROVAL OF AN AGREEMENT BY AND BETWEEN THE CITY OF BEVERLY HILLS AND RODEO DRIVE, INC. FOR 2015-2016 MARKETING AND SPECIAL EVENTS; AND APPROVAL OF A PURCHASE ORDER IN A NOT-TO-EXCEED AMOUNT OF \$1,000,000 TO RODEO DRIVE, INC. FOR THESE SERVICES  
**Attachments:** 1. Agreement

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### RECOMMENDATION

It is recommended that the City Council approve an agreement by and between the City of Beverly Hills and Rodeo Drive, Inc. for 2015-2016 marketing and special events and approve a purchase order in a not-to-exceed amount of \$1,000,000 for these services.

### 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.

In previous years, the RDC has received City support to conduct marketing events on behalf of its retailers, hotels and property owners to promote tourism and visitor spending on Rodeo Drive. Funding for these purposes has been provided from the City's Tourism and Marketing Budget. These include the Rodeo Drive Walk of Style®, Rodeo Drive Concours D'Elegance, holiday décor and lighting, and others.

On April 29, 2015, the CVB/Marketing Committee (Mayor Gold and Councilmember Bosse) met with RDC representatives to review their proposed Fiscal Year 2015-16 work plan and funding request. The Liaison Committee has recommended approval of the RDC's work plan and corresponding funding request of \$1,000,000, which represents a 15% increase to the RDC's funding agreement for Fiscal Year 2014-15. This increase is largely due to an enhanced holiday décor and lighting ceremony budget since the Baccarat chandeliers are no longer part of the program and the RDC's goal is to ensure

the décor program is equally stunning this year. The RDC is requesting funding for a variety of marketing initiatives and special events and they include:

- \$200,000 for the signature Rodeo Drive Walk of Style® event honoring a nominee who has made significant contributions to fashion and entertainment.
- \$35,000 for the Rodeo Drive Concours d'Elegance scheduled for Sunday, June 19, 2016. The \$35,000 in funding will be a combination of waived street closure fees and in-kind City services such as police, traffic control and public works.
- \$325,000 for holiday décor and a holiday lighting ceremony on Rodeo Drive that will be free and open to the community.
- \$380,000 for two International Inbound LAX Billboard Advertising Campaigns, with the goal of bringing more international visitors to Rodeo Drive.
- \$60,000 to maintain the new Rodeo Drive website with enhanced marketing, event microsites, social media, and search engine optimization.

**FISCAL IMPACT**

The City's Finance Department projects \$39,140,000 in TOT revenue for the 2015-2016 Fiscal Year, which results in a Tourism and Marketing budget of \$6,282,737. This amount includes \$691,308 in budgetary carryover from Fiscal Year 2014-2015. The funding is budgeted in the Tourism and Marketing Program account 0101311. The RDC is requesting \$1,000,000 for marketing and special events to promote Rodeo Drive.

Don Rhoads  
Finance Approver



Cheryl Friedling  
Approved By



# **Attachment 1**

**AN AGREEMENT BY AND BETWEEN THE CITY OF  
BEVERLY HILLS AND RODEO DRIVE, INC. FOR  
2015-2016 MARKETING AND 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 marketing and special events 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 Rodeo Drive Walk of Style® event along with other signature events.

C. City desires to engage RDI for marketing and special events 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 following programs (the “Programs”) during Fiscal Year 2015-16 (July 1, 2015 through June 30, 2016): (i) the Rodeo Drive Walk of Style®, (ii) Rodeo Drive Concours d’Elegance, (iii) Holiday Décor and Lighting Ceremony, (iv) Rodeo Drive International Inbound to LAX Advertising Campaign, and (v) 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.

Section 2. Payments.

(a) City shall provide funding in the amount of \$1,000,000 to be used by RDI for the Programs and services, as set forth in Exhibit A, to be held during Fiscal Year 2015-2016. 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. 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) The \$1,000, 000 shall be used for the Programs and allocated by RDI as follows:

- Rodeo Drive Walk of Style® event – \$200,000;
- Rodeo Drive Concours d’Elegance – \$35,000;
- Rodeo Drive Holiday Décor Program and Lighting Ceremony – \$325,000.

- Rodeo Drive International Inbound to LAX Advertising Campaign – \$380,000;
- Rodeo Drive Website Upgrade – \$60,000.

(c) RDI may submit a written invoice for the funding described above in paragraph (b) at least 30 days prior to the date of the respective Programs 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 the Programs 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 any of the Programs, as applicable. 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) 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.

(c) 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.

(d) RDI shall endeavor to develop, in consultation with City, a budget for each of the Programs. Implementation of a program-based budget is not intended to affect the requirements outlined in paragraph (c) 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 5 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 5 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, 2015 until June 30, 2016, 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 \$1,000,000. City shall not be obligated to pay additional funds for any aspect or part of any of the Programs 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., 289 Bronwood Avenue, Los Angeles, California 90049, 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 2015, at Beverly Hills, California.

CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_  
JULIAN A. GOLD  
Mayor of the City of Beverly Hills,  
California

ATTEST:

\_\_\_\_\_  
BYRON POPE  
City Clerk

RODEO DRIVE, INC.

\_\_\_\_\_  
MARK TRONSTEIN  
President

\_\_\_\_\_  
NICOLA CAGLIATA  
Vice President

APPROVED AS TO FORM:

  
\_\_\_\_\_  
LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
MAHDI ALUZRI  
Interim City Manager

  
\_\_\_\_\_  
KARL KIRKMAN  
Risk Manager

**EXHIBIT A**  
**SCOPE OF WORK**

**2015-2016 RODEO DRIVE WALK OF STYLE® -- \$200,000**

- 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.
  - 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.

| <b>Event Component</b>                       | <b>Estimated Cost</b> |
|--|-----------------------|
| Graphics – Design/Step & Repeat/Video Show   | \$2,500               |
| Ceremony – Lighting/Sound/Video/Power        | \$11,500              |
| City Costs                                   | \$11,150              |
| 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             |
| Production Fee 15%                           | \$ 26,087             |
| <b>Estimated Total</b>                       | <b>\$ 200,000</b>     |
|  |                       |

Note: Additional sponsorship dollars will be contributed for added services

**2016 RODEO DRIVE CONOURS D'ELEGANCE – \$35,000**

- The Rodeo Drive Concours d'Elegance event shall be held on Sunday, June 19, 2016.
- 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. 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 2016 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.

| <b>Description</b>                                  | <b>2016 Estimate</b> |
|---|----------------------|
| 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             |
| <b>Estimated Total</b>                              | <b>\$259,955</b>     |

**2015-2016 RODEO DRIVE HOLIDAY DÉCOR PROGRAM –\$165,000**

**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 streets 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 16, 2015 through January 4, 2016 (“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. All Holiday Décor Elements shall be completed, installed, tested, and fully operational by November 16, 2015.
6. RDI shall remove and disassemble all Holiday Decor Elements by January 5, 2016. 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 2016 and 2017 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. Budget Estimates**

| <b>Décor Element</b>                                  | <b>Budget Estimate</b> |
|---|------------------------|
| Trees in median strip covered in white twinkle lights | \$85,000               |
| Palm Tree Uplighting & Specialty Lighting Pinspots    | \$23,000               |
| Banners/Installation                                  | \$10,000               |
| Design  | \$2,500                |
| Production Service                                    | \$30,000               |
| Production Staffing                                   | \$8,000                |
| Inspection, Vandalism and Weather Repairs             | \$5,000                |
| Miscellaneous Expense                                 | \$1,500                |
| <b>Total</b>  | <b>\$165,000</b>       |

**2015 HOLIDAY DÉCOR PROGRAM ON RODEO DRIVE  
PRELIMINARY SCHEDULE**

| <b>COMPLETION DATE</b> | <b>ACTIVITY</b>  | <b>VENDOR</b> |
|------------------------|--|---------------|
| Nov 10 – Nov 15        | Installation of Ice Forest trees on Rodeo Drive, Red Branch Banners, palm uplighting and Torso up-lighting | TBD           |
| Nov 15                 | Review and approve all elements  | Rodeo Drive   |
| Nov 15                 | City Review and Approval   | City          |
| Nov 16                 | 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          | TBD           |

## HOLIDAY LIGHTING CEREMONY -- \$160,000

- The Holiday Lighting Ceremony shall be held in November 2016.
- 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. RDI may reallocate funds as needed between the Holiday Décor and Holiday Lighting Ceremony budgets provided deliverables for both programs are satisfied.
- 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.
  - Review 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                                  | \$43,500        |
| Entertainment – Live Performance and/or Fireworks and/or Snow | \$72,500        |
| Marketing, Advertising, Publicity, Collateral                 | \$15,000        |
| Production Fee  | \$18,000        |
| Estimated Total   | \$160,000       |

**2015-2016 RODEO DRIVE INTERNATIONAL INBOUND TO LAX**

**ADVERTISING CAMPAIGN -- \$380,000**

RDI shall 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.

| <b>Description</b>  | <b>Budget Estimate</b> |
|---|------------------------|
| 119”h x 576”l banner ad for terminal for 24 weeks (May - October 2015)    | \$190,000              |
| 119”h x 576”l banner ad for terminal for 24 weeks (November - April 2016) | \$190,000              |
| <b>Estimated Total</b>  | <b>\$380,000</b>       |

**2015-2016 RODEO DRIVE WEBSITE UPGRADE -- \$60,000**

RDI shall maintain the existing Rodeo Drive website and include marketing, event microsites, social media, and search engine optimization with goal to enhance Rodeo Drive’s visibility and bring more international visitors to Rodeo Drive.

| <b>Description</b>               | <b>Budget Estimate</b> |
|----------------------------------|------------------------|
| Ongoing website maintenance      | \$6,900                |
| Website marketing                | \$10,200               |
| Event microsites                 | \$14,000               |
| Social media website integration | \$24,000               |
| Contingency                      | \$4,900                |
| <b>Estimated Total</b>           | <b>\$60,000</b>        |