Beverly Hills City Council Liaison / Chamber of Commerce Committee will conduct a Special Meeting, at the following time and place, and will address the agenda listed below:

CITY OF BEVERLY HILLS
455 N. Rexford Drive
Council Chamber
Beverly Hills, CA 90210

IN-PERSON / TELEPHONIC / VIDEO CONFERENCE MEETING

Beverly Hills Liaison Meeting
https://beverlyhills-org.zoom.us/my/committee
Meeting ID: 516 191 2424
Passcode: 90210

You can also dial in by phone:
+1 669 900 9128 US
+1 833 548 0282 (Toll-Free)

One tap mobile
+16699009128,,5161912424# US
+18335480282,,5161912424# US (Toll-Free)

Monday, March 13, 2023
2:30 PM

Please be advised that pre-entry metal detector screening requirements are now in place in City Hall. Members of the public are requested to plan visits accordingly.

In the interest of maintaining appropriate social distancing, members of the public can view this meeting through live webcast at www.beverlyhills.org/live and on BH Channel 10 or Channel 35 on Spectrum Cable, and can participate in the teleconference/video conference by using the link above. Written comments may be emailed to mayorandcitycouncil@beverlyhills.org and will also be taken during the meeting when the topic is being reviewed by the Beverly Hills City Council Liaison / Chamber of Commerce Committee. Beverly Hills Liaison meetings will be in-person at City Hall.

AGENDA

1) Public Comment
   a. Members of the public will be given the opportunity to directly address the Committee on any item listed on the agenda.

2) Review of Fiscal Year 2022-2023 Workplan and Proposed Amendment No.1 for the Beverly Hills Chamber of Commerce Agreement

3) Future Agenda Items
4) Adjournment

[Signature]

Huma Ahmed
City Clerk

Posted: March 9, 2023

A DETAILED LIAISON AGENDA PACKET IS AVAILABLE FOR REVIEW AT WWW.BEVERLYHILLS.ORG

Pursuant to the Americans with Disabilities Act, the City of Beverly Hills will make reasonable efforts to accommodate persons with disabilities. If you require special assistance, please call (310) 285-1014 (voice) or (310) 285-6881 (TTY). Providing at least twenty-four (24) hours advance notice will help to ensure availability of services. City Hall, including the Council Chamber is wheelchair accessible.
Item 2
INTRODUCTION
This report provides an update for review by the Beverly Hills City Council Chamber of Commerce Liaison Committee of Mayor Bosse and Vice Mayor Gold, (Liaisons) regarding a proposed amendment to the Beverly Hills Chamber of Agreement for Fiscal Year 2022-2023 (Agreement No. 387-22). Each year the City enters into an agreement with the Chamber to execute various Workplan items for the upcoming fiscal year. The Beverly Hills Chamber of Commerce Fiscal Year 2022-2023 Agreement (Attachment 1) is for a total not to exceed amount of $540,530. Amendment No.1 to the Agreement is proposed to reflect a reduction of $213,505 to the agreement for a revised new total not to exceed amount of $327,025. The attached presentation (Attachment 2) outlines the reductions as well as the progress made year-to-date by the Chamber on the Fiscal Year 2022-2023 Workplan.

DISCUSSION
The City contracts with the Chamber to provide a range of economic development programs, which reflects City priorities and seek to retain existing businesses and attract new businesses to Beverly Hills. The Chamber’s focus is on fostering business-to-business relationships in Beverly Hills and to act as a liaison between the City and the business community.

The Chamber’s adopted Fiscal Year 2022-23 (FY 22/23) Workplan included a mix of programming that typically recurs annually, as well as new initiatives that reflect current City Council priorities.

In October 2022, the proposed New York Business Attraction and Retention Mission (NY Mission) did not occur. Additionally, the proposed Miami Business Attraction and Retention Mission (Miami Mission) also did not occur for FY 22/23. Furthermore, the City met with Chamber staff to discuss the effectiveness and ease of use of the Buxton Economic Support Database (Buxton Contract) tool. After several discussions, it was determined the Buxton Contract was not providing what the City or Chamber needed and the Buxton Contract was ended early.
The City and the Chamber have mutually agreed that no funding will be provided to the Chamber for the NY Mission that did not occur ($112,330) and the Miami Mission that did not occur ($79,550) as well as the unused portion of the Buxton Contract ($21,625).

A summary of the progress on the programming listed in the Chamber’s Work Plan for FY 22/23 is below:

I.A. Chamber of Commerce continues to provide weekly in FY 22/23 Marketing and Outreach Support for City and Partner Events, Functions, and Initiatives by providing communications support and business visitations to inform business about key resources and news updates and gather critical data and information for the City, Chamber of Commerce and partners;

I.B. Chamber of Commerce did not complete the annual New York Business Attraction and Retention Mission in FY 22/23;

I.C. Chamber of Commerce has completed 2 of 4 meetings for FY 22/23 of the Beverly Hills Commercial Property Owner’s Task Force to spur dialogue and develop ideas and plans for commercial properties;

I.D. Chamber of Commerce has held 4 of 12 webinars for FY 22/23 for the Small Business Development Center Partnership with El Camino College, which offers one-on-one business counseling and educational seminars;

I.E. Chamber of Commerce will manage the NOW Beverly Hills Shop Local Program. This program focuses on connecting businesses and residents and to encourage residents to shop locally and has completed over 275 social media posts of the 200 listed in the Workplan, highlighted 21 business profiles, distributed 10 newsletters with 3-4 more newsletters to come in FY 22/23, and executed 2 of 4 marketing campaigns for FY 22/23;

I.F. Chamber of Commerce has hosted 2 of 4 Broker's Roundtables in FY 22/23 so retail and office commercial real estate brokers can meet with City staff to spur discussion on any real estate opportunities that could benefit the community;

I.G. Chamber of Commerce has completed 2 of 4 meetings of the Beverly Hills Small Business Task Force in FY 22/23 to gather feedback and recommendations about strategies to attract and retain small businesses in Beverly Hills;

I.H. Chamber of Commerce will assist in updating the Beverly Hills Economic Development webpages on the City’s current and new website which will provide a series of economic development data tools to help existing and prospective businesses gather critical business information;

I.I. Chamber of Commerce has held 5 of 12 Mayoral Business Retention Meetings for FY 22/23 between Beverly Hills business owners and the Mayor;

I.J. Chamber of Commerce has organized 8 of 12 LA Metro Subway Stakeholder Outreach Meetings. These meetings will provide a forum for businesses, partner agencies and the City to
communicate ongoing information about subway construction for Section 2 and its impact to businesses. Funds for this work plan item may be subject to reimbursement from Metro.

I.K. Chamber of Commerce will participate in implementation of the City’s Economic Sustainability Plan and help identify and execute action items in the Plan;

I.L. Chamber of Commerce completed the Support New and Existing Business Projects item by observing and participating in the planning process for two business openings and/or projects;

I.M. Chamber of Commerce will actively engage in Regional Business Attraction efforts in order to identify and outreach to business attraction targets within the Southern California region;

I.N. Chamber of Commerce will continue to use the new Business Attraction Marketing Materials and has put out 2 of the 4 quarterly “New Business Newsletter” in FY 22/23 to help support business attraction efforts of both the City and the Chamber of Commerce;

II.A. Chamber of Commerce did not complete the Miami Attraction and Retention Mission, similar to the New York Mission, which would include outreach, preparation and travel to Miami for a 3 day trip;

II.B. Chamber of Commerce purchased and utilized the Buxton Economic Development Support Database however the contract was ended early, for targeted outreach of business attraction efforts using data from VISA and mobile analytics as well as sharing data with the City and the Conference and Visitors Bureau; and

II.C. Chamber of Commerce received approval to waive Special Event Permit Fees for Ribbon Cuttings, to encourage new businesses to host ribbon cutting events in the City as more new businesses open in FY 22/23.

**FISCAL IMPACT**

For FY 22/23, the Chamber of Commerce agreement totaled a not to exceed amount of $540,530 as further detailed in Attachment 1 to this report. Funding for the items proposed for reduction as part of Amendment No. 1 to the Chamber agreement comes from the City Council approved FY 22/23 Business Development (00101313) budget. The table below reflects the consideration for review by the Liaisons to reduce the Chamber’s agreement by $213,505 for a revised new total not to exceed amount of $327,025 for FY 22/23.

<table>
<thead>
<tr>
<th>Budget Notes</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original FY 22/23 Agreement with Chamber</td>
<td>$540,530</td>
</tr>
<tr>
<td>Proposed Amount for Reduction</td>
<td>($213,505)</td>
</tr>
<tr>
<td>• NY Trip - $112,330</td>
<td></td>
</tr>
<tr>
<td>• Miami Trip - $79,550</td>
<td></td>
</tr>
<tr>
<td>• Portion of Buxton Contract Unused - $21,625</td>
<td></td>
</tr>
<tr>
<td>Revised Budget Amount</td>
<td>$327,025</td>
</tr>
<tr>
<td>Amount Paid Year to Date to Chamber</td>
<td>($191,411)</td>
</tr>
<tr>
<td>Remaining Balance to be Paid to Chamber in FY 22/23</td>
<td>$135,614</td>
</tr>
</tbody>
</table>
In the items continuing in the Chamber Workplan for FY 22/23, $140,530 is funded from the City’s Tourism and Marketing budget also known as transient occupancy tax ("TOT") to cover marketing programs and the balance of the Workplan is funded from the FY 22/23 Business Development (00101313) budget.

Staff also identified $13,250 of the Chamber’s Work Plan for FY 22/23 in expenses as being related to Section 2 of the Purple Line Extension. These costs can be reimbursed by Metro. Staff will work with the Chamber to ensure invoicing includes all of the Metro required information such that the City can receive reimbursement for those expenses.

The final remaining payment to the Chamber for FY 22/23 in the amount of $135,614 will be invoiced by the Chamber to the City on June 1, 2023 with an anticipated payment to the Chamber on June 15, 2023. The City and the Chamber will continue to meet weekly to track progress toward completion of all remaining FY 22/23 Workplan items.

RECOMMENDATION

Staff recommends the City Council Liaisons review and provide any modifications, to the Chamber’s FY 22/23 Workplan progress year-to-date update and associated proposed reduction of the agreement by $213,505 for a revised new total not to exceed amount of $327,025 for FY 22/23. The Chamber and City staff will then incorporate any proposed modifications or comments from the Liaisons into the Amendment No.1 to Agreement No. 387-22 with the Chamber for approval at a future City Council meeting.
Attachment 1
AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND THE
BEVERLY HILLS CHAMBER OF COMMERCE AND CIVIC ASSOCIATION
FOR BUSINESS ATTRACTION AND RETENTION SERVICES FOR
FISCAL YEAR 2022-23

NAME OF CONTRACTOR: Beverly Hills Chamber of Commerce and Civic
Association

RESPONSIBLE PRINCIPAL OF
CONTRACTOR: Todd Johnson, Chief Executive Officer

CONTRACTOR’S ADDRESS: 9400 Santa Monica Boulevard
Beverly Hills, CA 90210
Attention: Todd Johnson, Chief Executive Officer

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: George Chavez, City Manager

COMMENCEMENT DATE: July 1, 2022

TERMINATION DATE: June 30, 2023

CONSIDERATION: Not to exceed $540,530
AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND THE
BEVERLY HILLS CHAMBER OF COMMERCE AND CIVIC ASSOCIATION
FOR BUSINESS ATTRACTION AND RETENTION SERVICES FOR
FISCAL YEAR 2022-23

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Beverly Hills Chamber of Commerce and Civic Association (hereinafter called "CONTRACTOR" or "CHAMBER").

RECITALS

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

B. Section 37110 of the State Government Code authorizes the expenditure of monies for promotions.

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

D. CHAMBER represents that it is qualified and able to perform the Scope of Works.

NOW, THEREFORE, the parties agree as follows:

Section 1. CHAMBER's Scope of Work.

CHAMBER shall perform the Scope of Work described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. CITY shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by CHAMBER must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

Section 2. Ownership of Work Product.

(a) Unless otherwise agreed upon in writing, all reports, documents, or other written or visual material or any other material in any media, including any images, taglines, logos, or other media created or developed by CHAMBER or any third party contracted by the CHAMBER, in the performance of this Agreement, 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 and other proprietary rights, shall be and remain the property of CITY without restriction or limitation upon their use, duplication or dissemination by CITY. CHAMBER shall not obtain or attempt to obtain copyright protection as to any of the Work Products.
(b) CHAMBER hereby irrevocably assigns exclusively to CITY, all right, title and interest in such trademarks and/or copyrights or other intellectual property rights in the Work Products. CHAMBER shall take all acts requested by CITY in order to enforce CITY's rights under this Section.

(c) CHAMBER shall not retain ownership of or any right, title or interest in any of the Work Products, including, but not limited to, in any related trademarks, copyrights, or other proprietary rights. CITY and CHAMBER agree that the Work Product and all such rights, title and interest in or to the Work Products belong to and are being sold and assigned in their entirety to CITY for whatever use it desires, and that CITY does and shall at all times own, solely and exclusively, complete and unencumbered, all right, title and interest in and to all of the Work Product worldwide, any modifications thereto and any derivative works based thereon (including, but not limited to, all patent, copyright, trademark, service mark and trade secret rights). Nothing contained herein shall be deemed to constitute a mere license or franchise in CITY. The parties further agree that CITY will be free to use, modify, distribute, sell, license or otherwise exploit all such Work Products and any modifications to or derivative works based thereon without any restrictions or limitations or any obligations or payments to CHAMBER and that CHAMBER shall have no such rights.

(d) From time to time CHAMBER will engage photographers to take photographs or will purchase images for use in CHAMBER's marketing campaigns, collateral or other uses. As to those third party photographs or images whereby CHAMBER negotiates to purchase not only the photograph or image but also the copyright or other intellectual property rights, the provisions of this Section 2 will apply. As to those third party photographs or images whereby CHAMBER negotiates to purchase only the use of the photograph or image and the copyright is maintained with the photographer, the provisions of this Section 2 will not apply.

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

Section 3. Time of Performance.

CHAMBER shall commence its services under this Agreement upon the Commencement Date or upon a receipt of a written notice to proceed from CITY. CHAMBER shall complete the performance of services by the Termination Date set forth above and/or in conformance with the project timeline established by the City Manager or his designee.

Section 4. Compensation.

(a) **Compensation.** CITY agrees to compensate CHAMBER for the services and/or goods provided under this Agreement, and CHAMBER agrees to accept in full satisfaction for such services, a sum not to exceed the Consideration set forth above and more particularly described in Exhibit B, attached hereto and incorporated herein.

(b) **Expenses.** The amount set forth in paragraph (a) shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement (including, but not limited to, all labor, materials, delivery, tax, assembly, and installation, as applicable). There shall be no claims for additional compensation for reimbursable expenses.

3
(c) **Additional Services.** CITY may from time to time require CHAMBER to perform additional services not included in the Scope of Work. Such requests for additional services shall be made by CITY in writing and agreed upon by both parties in writing.

**Section 5. Payments.**

CHAMBER shall submit written requests for advanced payments for expenditures based on the schedule listed in Exhibit B, attached hereto and incorporated herein, for the various projects as set forth in Exhibit A. CITY shall provide payment to the CHAMBER upon approval of the request by CITY’s Finance Director or his/her designee. CITY shall use its best efforts to make payment to CHAMBER within 15 days of receipt of request. CHAMBER shall return to CITY any unused funding within thirty (30) days of the conclusion of the Agreement, unless such funding is carried over as part of the work plan for the next fiscal year.

**Section 6. Independent Contractor.** CHAMBER is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CHAMBER or any of CHAMBER’s employees, except as herein set forth. CHAMBER shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

**Section 7. Assignment.** This Agreement shall not be assigned in whole or in part, by CHAMBER without the prior written approval of CITY. Any attempt by CHAMBER to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

**Section 8. Responsible Principal(s)**

(a) CHAMBER’s Responsible Principal set forth above shall be principally responsible for CHAMBER’s obligations under this Agreement and shall serve as principal liaison between CITY and CHAMBER. Designation of another Responsible Principal by CHAMBER shall not be made without prior written consent of CITY.

(b) CITY’s Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

**Section 9. Personnel.** CHAMBER represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All personnel engaged in the work shall be qualified to perform such services. CITY shall review and has the right to approve all subcontractors used in provision of services under this Agreement within five (5) business days of CHAMBER’s submission and prior to their engagement by CHAMBER. Such approval shall not be unreasonably withheld by CITY. CHAMBER, however, shall be solely responsible for the work performed by those third party contractors, including timely performance and payment.

**Section 10. Permits and Licenses.** CHAMBER shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

**Section 11. Interests of CHAMBER.** CHAMBER affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CHAMBER.
Section 12. Insurance.

(a) CHAMBER shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars ($2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CHAMBER.

   (i) If CONTRACTOR will be supplying alcoholic beverages, the General Liability Insurance shall include host liquor liability coverage with minimum limits of One Million Dollars ($1,000,000).

   (ii) If CONTRACTOR is using a caterer or other vendor to supply alcohol that vendor must have liquor liability coverage with minimum limits of One Million Dollars ($1,000,000).

   (iii) If CONTRACTOR intends to sell alcohol either the CONTRACTOR or vendor providing the alcohol for sale must have a valid liquor sales license and liquor liability insurance covering the sale of alcohol with minimum limits of One Million Dollars ($1,000,000).

(2) 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 CHAMBER in performing the Scope of Work required by this Agreement.

(3) Workers' compensation insurance as required by the State of California.

(b) CHAMBER shall require each of its sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a A+;VII in the latest edition of Best's Insurance Guide.

(d) CHAMBER agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CHAMBER's expense, the premium thereon.

(e) At all times during the term of this Agreement, CHAMBER shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. CHAMBER shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general liability insurance shall contain an endorsement naming the CITY as an additional insured.
(f) CHAMBER shall provide CITY with thirty (30) days prior written notice if the policies required under this Agreement will be canceled or reduced. All of the policies required under this Agreement shall state that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

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

(h) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CHAMBER shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CHAMBER shall procure a bond guaranteeing payment of losses and expenses.

(i) The insurance coverage amounts required under the Agreement do not limit CITY's right to recover against CHAMBER and its insurance carriers.

Section 12. Indemnification.

(a) CHAMBER agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorney's fees and costs) arising from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CHAMBER or any person employed by CHAMBER in the performance of this Agreement.

(b) All duties of CHAMBER shall survive termination or expiration of the Agreement.

Section 13. Termination.

(a) CITY may terminate this Agreement at any time with or without cause upon thirty (30) days written notice to CHAMBER. In the event of such termination, CITY shall pay CHAMBER for all costs and obligations reasonably incurred by CHAMBER for CHAMBER activities in performing its services under this Agreement prior to the date CHAMBER was notified of such termination and such payment shall be in full satisfaction of CITY's obligations hereunder. CITY shall not be obligated to pay additional funds after issuance or receipt of such notice. CHAMBER shall return any monies advanced to CHAMBER by CITY for performing services that were not yet performed within thirty (30) days of this Agreement being terminated.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CHAMBER, CHAMBER shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall CHAMBER be entitled to receive more than the amount that would be paid to CHAMBER for the full performance of the services required by this Agreement. CHAMBER shall have no other claim against CITY by reason of such termination, including any claim for compensation.

(c) Notwithstanding the above, if there is an event or circumstance beyond the reasonable control of CITY, such as a natural or man-made emergency or disaster including, without limitation, fire, earthquake, tsunami, declared local, statewide or national emergency, pandemic such as COVID-19, terrorism, and/or any event or circumstance involving other public
health, safety or welfare considerations, this Agreement may be terminated by CITY immediately with written notice to CHAMBER. In the event of termination under this subsection, CHAMBER shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall CHAMBER be entitled to receive more than the amount that would be paid to CHAMBER for the full performance of the services required by this Agreement. CHAMBER shall have no other claim against CITY by reason of such termination, including any claim for compensation.

Section 14. CITY's Responsibility. CITY shall provide CHAMBER with all pertinent data, documents, and other requested information as is available for the proper performance of CHAMBER's Scope of Work.

Section 15. Reports.

(a) Within thirty (30) days of the conclusion of the Trimester (defined as a four (4) month period beginning July 1 and every subsequent four (4) month period thereafter), CHAMBER shall submit a written report to CITY in a form acceptable to the City Manager or his/her designee. The reports shall include, without limitation, information on overall project management and achievement of goals in relation to the items listed in Exhibit A and budget set forth in Exhibit B, attached hereto and incorporated herein. This report will include the percentage of services and/or action items completed and defined measurements of goal achievement for the Trimester. Copies of requests for proposals, agreements, invoices, and proof of time worked where applicable shall be maintained in accordance with Section 17.

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

(c) CHAMBER shall also include the activities associated with this Agreement in their Annual Review that is prepared by a Certified Public Accountant for Fiscal Year 2022-23. A copy of this report shall be provided to CITY. Such report shall provide consolidated financial reporting for CHAMBER as a whole, and separately detailed accounts for each program funded by CITY. The report shall be due within six months of the end of CHAMBER's 2022-23 fiscal year. At CITY's sole discretion, consolidated annual accounts may be substituted for full audited accounts.

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

(e) CHAMBER shall endeavor to develop, in consultation with CITY, a program-based budget for all CITY-funded programs. Implementation of a program-based budget is not intended to affect the requirements outlined in paragraph (d) of this Section relating to generally accepted accounting principles.
(f) CITY shall have the right to request and perform a full audit of any and all activities undertaken by CHAMBER that is funded by CITY. CHAMBER shall fully comply with any request made by CITY selected auditor including, but not limited to, producing records and reports; providing information on business practices; and updating business practices, record keeping, reporting data, etc. as requested by CITY to comply with the audit findings.

Section 16. Information and Documents. All data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CHAMBER and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 17. Records and Inspections. CHAMBER shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, with respect to all matters covered under this Agreement for five (5) years after receipt of final payment by CITY under the Agreement. CHAMBER shall make all such records and documents available for inspection, copying, or other reproductions, and auditing by authorized representatives of CITY, including the City Manager or designee, free of charge. CHAMBER shall make available all requested data and records at reasonable locations within the County of Los Angeles at any time during normal business hours, and as often as CITY deems necessary. If records are not made available within the County of Los Angeles, CHAMBER shall pay CITY’s travel, hotel and meal costs to the location where the records are maintained. CHAMBER must include this provision in all subcontracts made in connection with this Agreement. This provision shall survive the termination of the Agreement.

Section 18. Changes in the Scope of Work. The CITY shall have the right to order, in writing, changes in the scope of work or the services to be performed. Any changes in the scope of work requested by CHAMBER must be made in writing and approved by both parties.

Section 19. Notice.

(a) Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party’s regular business hours or by facsimile before or during the receiving party’s regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

(b) Whenever it shall be necessary for any party to serve notice on another respecting this Agreement, such notice shall be served by certified mail addressed to the City Clerk of the City of Beverly Hills, 455 North Rexford Drive, Beverly Hills, California 90210; or to Beverly Chamber of Commerce, 9400 Santa Monica Blvd., Beverly Hills, California 90210, unless and until a different address may be furnished in writing by any party, and such notice shall be deemed to have been served within seventy-two (72) hours after the same has been deposited in the United States Post Office by certified mail. This shall be valid and sufficient service of notice for all purposes.

Section 20. Attorney’s Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney’s fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.
Section 21. **Entire Agreement.** This Agreement represents the entire integrated agreement between CITY and CHAMBER, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CHAMBER.

Section 22. **Exhibits: Precedence.** All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 23. **Governing Law.** The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 24. **CITY Not Obligated to Third Parties.** CITY shall not be obligated or liable under this Agreement to any party other than CHAMBER.

Section 25. **Severability.** Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the 21st day of June 2022, at Beverly Hills, California.

CITY OF BEVERLY HILLS
a Municipal Corporation

LILI BOSSE
Mayor of the City of Beverly Hills, California

[Signatures continue]
EXHIBIT A

SCOPE OF WORK

CITY shall provide funding to the CHAMBER for the period of July 1, 2022 through June 30, 2023 for business attraction and retention program services in the amount of Five Hundred Forty Thousand Five Hundred Thirty Dollars ($540,530.00), in accordance with the work plan and budget submitted by CHAMBER at the May 24, 2022 City Council Formal Meeting. The services to be provided by CHAMBER to CITY are set forth below:

<table>
<thead>
<tr>
<th>Work Plan Component</th>
<th>Time Frame</th>
<th>Proposed 2022-23</th>
</tr>
</thead>
<tbody>
<tr>
<td>IA</td>
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**Grand Total** $540,530

CITY shall waive all special event permit fees associated with ribbon cuttings hosted by CHAMBER.
A further summary of the items listed in the table on page 11 of this Agreement is as follows:

I.A. Chamber of Commerce will provide Marketing and Outreach Support for City and Partner Events, Functions, and Initiatives by providing communications support and business visitations to inform business about key resources and news updates and gather critical data and information for the City, Chamber of Commerce and partners;

I.B. Chamber of Commerce will organize and participate in the annual New York Business Attraction and Retention Mission;

I.C. Chamber of Commerce will manage regular meetings of the Beverly Hills Commercial Property Owner’s Task Force to spur dialogue and develop ideas and plans for commercial properties;

I.D. Chamber of Commerce will manage the Small Business Development Center Partnership with El Camino College, which offers one-on-one business counseling and educational seminars;

I.E. Chamber of Commerce will manage the NOW Beverly Hills Shop Local Program. This program focuses on connecting businesses and residents and to encourage residents to shop locally;

I.F. Chamber of Commerce will organize and host four Broker’s Roundtables so retail and office commercial real estate brokers can meet with City staff to spur discussion on any real estate opportunities that could benefit the community;

I.G. Chamber of Commerce will provide Management of Beverly Hills Small Business Task Force to gather feedback and recommendations about strategies to attract and retain small businesses in Beverly Hills;

I.H. Chamber of Commerce will assist in updating the Beverly Hills Economic Development webpages on the City’s current and new website which will provide a series of economic development data tools to help existing and prospective businesses gather critical business information;

I.I. Chamber of Commerce will organize Mayoral Business Retention Meetings between Beverly Hills business owners and the Mayor;

I.J. Chamber of Commerce will organize twelve LA Metro Subway Stakeholder Outreach Meetings. These meetings will provide a forum for businesses, partner agencies and the City to communicate ongoing information about subway construction for Section 2 and its impact to businesses. Funds for this work plan item may be subject to reimbursement from Metro.

I.K. Chamber of Commerce will participate in implementation of the City’s Economic Sustainability Plan and help identify and execute action items in the Plan;

I.L. Chamber of Commerce will Support New and Existing Business Projects in Beverly Hills by observing and participating in the planning process for two business openings and/or projects;

I.M. Chamber of Commerce will actively engage in Regional Business Attraction in order to identify and outreach to business attraction targets within the Southern California region;
I.N. Chamber of Commerce will continue to use the new Business Attraction Marketing Materials and push out the quarterly “New Business Newsletter” to help support business attraction efforts of both the City and the Chamber of Commerce;

II.A. Chamber of Commerce will organize and participate in an Other City (Miami) Attraction and Retention Mission, similar to the New York Mission, which would include outreach, preparation and travel to Miami for a 3 day trip;

II.B. Chamber of Commerce will purchase and utilize the Buxton Economic Development Support Database, for targeted outreach of business attraction efforts using data from VISA and mobile analytics as well as sharing data with the City and the Conference and Visitors Bureau;

Programming

Where applicable, CHAMBER shall provide designs to the CITY for all CITY advertising, graphics, collateral, etc. with enough time to provide feedback and requesting a redesign. Any costs of a redesign shall be borne by CHAMBER. CHAMBER shall not produce, fabricate, manufacture, or distribute advertising without prior CITY approval where applicable.

Infectious Disease

A. The Federal Government and State of California, the County of Los Angeles, and CITY have declared an emergency due to a global pandemic caused by an infectious coronavirus which causes a disease referred to as COVID-19. In an effort to support and maintain a safe and healthy workplace for CITY employees and the community, CITY is requiring all contractors and the CHAMBER to immediately monitor and track the signs and symptoms of COVID-19, the common cold and influenza for all of its employees and subcontractors (collectively “CHAMBER employees”) assigned to CITY projects that come onsite to any CITY facility to perform services under the Agreement.

B. CHAMBER shall notify CITY immediately in writing if CHAMBER or CHAMBER employees have come in contact with anyone with an infectious disease or has contracted an infectious disease. Such CHAMBER employees shall immediately cease performing services under the Agreement.

C. CHAMBER shall monitor CHAMBER employees’ signs and symptoms with written logs. CHAMBER shall do and maintain a daily recording of the following:

1. Require CHAMBER employees to take their temperature each time they enter and exit CITY facilities (both before and after work is performed at CITY facilities).

2. If CHAMBER employees have a fever (100°F or higher), are coughing, have trouble breathing or other symptoms of COVID-19, the common cold, or influenza:

   (a) Do not have CHAMBER employees report to work.

   (b) Contact your CITY Responsible Principal.

   (c) Direct CHAMBER employees to:

      i. Not go out in public.
ii. Avoid contact with others.

iii. Not travel while sick.

iv. Cover mouth and nose with a tissue or sleeve (not hands), while coughing or sneezing.

v. Wash hands often with soap and water for at least 20 seconds to avoid spreading illnesses such as the common cold, influenza or COVID-19 to others.

vi. If soap and water are not readily available, use an alcohol-based hand sanitizer, which contains 60%-95% alcohol or solutions available for use at the facility.

vii. Wear face coverings at all times unless alone in a vehicle, personal office or cubical.

3. CHAMBER shall disinfect all areas that CHAMBER’s employees come in contact with while performing services under the Agreement before and after usage.

4. CHAMBER employees shall not return to any CITY facility until they meet the guidance* of the Los Angeles County Department of Public Health.

* CHAMBER acknowledges it has reviewed, understands and will follow the Los Angeles County Department of Public Health guidance for managers.

D. CHAMBER shall also maintain daily monitoring and record keeping in connection with CITY projects where CHAMBER employees come on site for the following information:

1. Projects are adhering to Social Distancing** and Industry Safety Standards for employees and the public. Please review Los Angeles County Department of Public Health guidelines for social distancing.

2. CHAMBER employees are not working while sick.

3. CHAMBER shall notify their CITY Project Manager or CITY Responsible Principal prior to reporting on site daily.

4. CHAMBER shall contact their CITY Project Manager or CITY Responsible Principal to reschedule non-essential services.

E. CHAMBER shall provide employees with handwashing and sanitizing equipment.

These requirements apply to all vendors and their employees regardless of whether they are fully vaccinated or not. CITY encourages and supports the choice to be vaccinated but is not requiring that employees, CHAMBERs, consultants, and vendors get vaccinated or provide proof of vaccination.

CHAMBER shall be required to know and adhere to Los Angeles County Public Health Order http://publichealth.lacounty.gov/media/Coronavirus/reopening-la.htm#orders.

For the latest CITY updates and COVID-19 related FAQs please visit http://www.beverlyhills.org/novelcoronavirus

CITY reserves the right to review CHAMBER’s daily logs to ensure compliance with this Agreement. CITY has the right to send CHAMBER employees home who do not comply with
these requirements. CHAMBER shall maintain the recordings and logs in accordance with the Agreement.

For questions, please contact CITY’s Responsible Principal or Risk Management at 310-285-1073.
EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

CITY shall compensate CHAMBER for the satisfactory performance of the work described in this Agreement, or as mutually agreed upon in writing prior to performing the services described in the Agreement, in an amount not-to-exceed Five Hundred Forty Thousand Five Hundred Thirty Dollars ($540,530). Invoices and payments shall be governed by the schedule below.

Within thirty (30) days of this Agreement’s expiration or termination, CHAMBER shall return to CITY any unused funding, unless such funding is carried over as part of the work plan for the next fiscal year.

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EXHIBIT C
CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below:

NAMED INSURED

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COMPANIES AFFORDING COVERAGE

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</table>

It is hereby understood and agreed that the City of Beverly Hills, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the City of Beverly Hills and the named insured is covered under the policy: CHAMBER agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of CHAMBER’s officers, employees, agents or others employed by CHAMBER while engaged by CHAMBER in the construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company’s liability and that insurer waives any right of contribution with insurance which may be available to the City of Beverly Hills.

In the event of cancellation or material change in the above coverage, the company will give 30 days’ written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

DATE: ____________________________  BY: ____________________________

Authorized Insurance Representative

AGENCY: ____________________________  ADDRESS: ____________________________

18
## Certificate Of Completion

**Envelope Id:** B1CB5F618C402991A7E3A32518B4BE  
**Status:** Completed

**Subject:** Please DocuSign: Beverly Hills Chamber of Commerce Agreement 2022-23 CLEAN.pdf

**Source Envelope:**
- **Document Pages:** 18
- **Certificate Pages:** 3
- **AutoNav:** Enabled
- **Envelope Stamping:** Enabled
- **Time Zone:** (UTC-08:00) Pacific Time (US & Canada)

**Envelope Originator:**
- **Name:** Cindy Owens
- **Address:** 455 N. Rexford Drive  
  Beverly Hills, CA 90210  
  cowens@beverlyhills.org
- **IP Address:** 198.245.189.166

## Record Tracking

**Status:** Original  
**Holder:** Cindy Owens  
**Location:** DocuSign  
**Date:** 6/3/2022 11:16:00 AM

### Signer Events

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<th>Signature</th>
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| Stephanie Cao for Laurence Wienrer | ![Signature](image)  
**scao@rglaw.com**  
**Security Level:** Email, Account Authentication (None) |  
**Signature Adoption:** Pre-selected Style  
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**Sent:** 6/3/2022 11:23:25 AM  
**Viewed:** 6/3/2022 12:28:23 PM  
**Signed:** 6/3/2022 12:28:39 PM |
| Todd Johnson | ![Signature](image)  
**Johnson@beverlyhillschamber.com**  
**Security Level:** Email, Account Authentication (None) |  
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| Giorgio Sease | ![Signature](image)  
**Giorgio.Sease@thegrillonthealley.com**  
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**Signature Adoption:** Drawn on Device  
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**Signed using mobile**  
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| Laura Biery | ![Signature](image)  
**lbiery@beverlyhills.org**  
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**Viewed:** 6/6/2022 3:16:57 PM  
**Signed:** 6/6/2022 3:17:28 PM |

**Electronic Record and Signature Disclosure:**
- Not Offered via DocuSign

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**Holder Information:**
- **Name:** Cindy Owens
- **Address:** 455 N. Rexford Drive  
  Beverly Hills, CA 90210  
  cowens@beverlyhills.org
- **IP Address:** 198.245.189.166
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Not Offered via DocuSign

In Person Signer Events
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Editor Delivery Events
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Agent Delivery Events
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Intermediary Delivery Events
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Certified Delivery Events
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Attachment 2
BHCC 2022-2023 Revised Budget

March 13, 2023

Todd Johnson, President and Chief Executive Officer
Brittany Ganson, Director of Government Affairs & Economic Development
Greg Sefain, Economic Development Manager
In October 2022, the City of Beverly Hills and the Beverly Hills Chamber of Commerce came to the agreement to restructure the financial agreement of the 2022-2023 City Work Plan. This was a result of canceling the New York and Miami Business Attraction Trips. The City and the Chamber also came to the agreement to maintain a schedule to complete the remaining work plan items by June 2023.
Contract Breakdown

- Original Budget $540,530
  - Original Contract agreement in May 2022

- Revised Budget $327,025
  - Minus New York Business and Miami Business Attraction Trip
  - Minus Half of the commitment to Buxton (contract terminated due to lack of services December 2022)

- Total Budget Received To Date $191,411
  - Total amount received from the City to date

- Remaining Balance $135,614
  - Revised budget amount minus the total payment received of $191,411
## City Work Plan Revised Budget

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<tr>
<th>Executive Summary</th>
<th>Original Budget</th>
<th>Revised Budget</th>
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<td>Marketing and Outreach Support for City and Partner Events, Functions and Services</td>
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<td>New York Business Attraction and Retention Mission</td>
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<td>Beverly Hills Property Owners Task Force</td>
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<td>Small Business Development Center Partnership</td>
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<td>Now Beverly Hills - Shop Local Program</td>
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<td>Broker's Roundtables</td>
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<tr>
<td>Beverly Hills Small Business Task Force</td>
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<td>Beverly Hills Economic Development Website Support</td>
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<td>Mayoral Business Retention Meetings</td>
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<td>LA Metro Subway Stakeholder Outreach Meetings</td>
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<td>Economic Sustainability Plan Support</td>
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<td>Support New and Existing Business Projects in Beverly Hills (rollover)</td>
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<td>Regional Business Attraction</td>
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<td>Buxton Economic Development Support Database</td>
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Work Plan Progress

■ Property Owners Task Force
  - The Chamber has facilitated 2 of 4 meetings
  - Proposed Studying City’s Parking Facades for potential updates

■ Small Business Task Force
  - The Chamber has facilitated 2 of 4 meetings

■ Now Beverly Hills
  - Completed over 275 Social Posts
  - Highlighted 21 Business Profiles
  - Distributed over 10 Newsletters
  - Executed 2 of 4 Marketing Campaigns
Work Plan Progress (Contd.)

- LA Metro Stakeholder Meetings
  - Organize and conduct monthly meetings with business stakeholders

- Brokers Round Table Meetings
  - Retail
    - Completed 1 of 2 Meetings
  - Office
    - Completed 1 of 2 Meetings

- Small Business Development Center
  - Held 4 of 12 Webinars to assist the business community