Beverly Hills City Council Liaison / CVB / Marketing 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
Beverly Hills, CA 90210

TELEPHONIC / VIDEO CONFERENCE MEETING

Beverly Hills Liaison Committee 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)

Tuesday, February 1, 2022
3:00 PM

Pursuant to Government Code Section 54953(e)(3), members of the Beverly Hills City Council Liaison / CVB / Marketing Committee and staff may participate in this meeting via a teleconference. 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.

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) Resolution of the Beverly Hills City Council Liaison / CVB / Marketing Committee authorizing public meetings to be held via teleconferencing pursuant to Government Code Section 54953(e) and making findings and determination regarding the same.

New legislation (AB 361) was recently adopted allowing the CVB / Marketing Committee to continue virtual meetings during the COVID-19 declared emergency subject to certain conditions and the proposed resolution implements the necessary requirements.
3) Review of First and Second Quarter 2021-2022 Fall Marketing Campaign Results as well as Third and Fourth Quarter 2021-2022 CVB Campaign Initiatives

4) Beverly Hills “Feel Good” TV Campaign Review and Proposal

5) Future Agenda Items Discussion

6) Adjournment

Huma Ahmed
City Clerk

Posted: January 28, 2022

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 forty-eight (48) hours advance notice will help to ensure availability of services.
STAFF REPORT

Meeting Date: February 1, 2022

To: CVB/Marketing Committee

From: Gabriella Yap, Secretary of the CVB/Marketing Committee

Subject: A RESOLUTION OF THE COUNCIL LIAISON / CVB/MARKETING COMMITTEE OF THE CITY OF BEVERLY HILLS AUTHORIZING PUBLIC MEETINGS TO BE HELD VIA TELECONFERENCING PURSUANT TO GOVERNMENT CODE SECTION 54953(e) AND MAKING FINDINGS AND DETERMINATIONS REGARDING THE SAME

Attachments: 1. Proposed resolution

RECOMMENDATION

Staff and the City Attorney’s office recommend that the Council Liaison / CVB/Marketing Committee adopt a resolution making the following findings so that meetings of the City Council Liaison / CVB/Marketing Committee will be subject to the special Brown Act requirements for teleconference meetings: (1) the City Council Liaison / CVB/Marketing Committee has reconsidered the circumstances of the COVID-19 state of emergency; (2) the state of emergency continues to directly impact the ability of the members to meet safely in person; and (3) state or local officials continue to impose or recommend measures to promote social distancing.

FISCAL IMPACT

The proposed resolution allowing the City Council Liaison / CVB/Marketing Committee greater flexibility to conduct teleconference meetings is unlikely to cause a greater fiscal impact to the City as the Council Liaison / CVB/Marketing Committee has been conducting such teleconference meetings for over a year.
INTRODUCTION

Governor Newsom recently signed new legislation (AB 361) allowing the City Council Liaison / CVB/Marketing Committee to continue virtual meetings during the COVID-19 declared emergency subject to certain conditions. These special requirements give the City greater flexibility to conduct teleconference meetings when there is a declared state of emergency and either social distancing is mandated or recommended, or an in-person meeting would present imminent risks to the health and safety of attendees.

BACKGROUND

On March 4, 2020, Governor Newsom proclaimed a state of emergency to exist in California due to the spread of COVID-19. The Governor subsequently issued numerous executive orders suspending or modifying state laws to facilitate the response to the emergency. Among other things, these executive orders superseded certain Brown Act requirements and established special rules to give local public agencies greater flexibility to conduct teleconference meetings. Those special rules expired on September 30, 2021.

On September 16, 2021, in anticipation of then-imminent expiration of his special rules for teleconference meetings, the Governor signed AB 361. In key part, this bill amends the Brown Act to establish special requirements for teleconference meetings if a legislative body of a local public agency holds a meeting during a proclaimed state of emergency and either state or local officials have imposed or recommended measures to promote social distancing, or the body determines, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

AB 361 builds upon Executive Order ("EO") N-29-20, issued by the Governor on March 17, 2020, which relaxed the teleconferencing requirements of the Brown Act to facilitate virtual meetings during the COVID-19 declared emergency. EO N-29-20’s provisions concerning public meetings applied through September 30, 2021.

AB 361 authorizes local agencies to continue meeting remotely without following the Brown Act’s standard teleconferencing provisions if the meeting is held during a state of emergency proclaimed by the Governor and either of the following applies: (1) state or local officials have imposed or recommended measures to promote social distancing; or (2) the agency has already determined or is determining whether, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

EO N-29-20 required legislative bodies to make remote public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe and to address the local legislative body, and to make reasonable efforts to adhere as closely as reasonably possible to the provisions of the Brown Act. AB 361 adds new procedures and clarifies the requirements for conducting remote meetings as follows:

- **Public Comment Opportunities in Real Time:** A legislative body that meets remotely pursuant to AB 361 must allow members of the public to access the meeting via a call-in option or an internet-based service option, and the agenda
for the remote meeting must provide an opportunity for members of the public to directly address the body in real time. Although the agency may still ask for public comments to be submitted in advance, the agency cannot require public comments to be submitted in advance of the meeting. If an agency does not provide a timed public comment period, but takes public comment separately on each agenda item, it must allow a reasonable amount of time per agenda item to allow members of the public the opportunity to provide public comment, including time to "be recognized for the purpose of providing public comment."

- **No Action During Disruptions**: In the event of a disruption that prevents the local agency from broadcasting the remote meeting, or in the event of a disruption within the local agency’s control that prevents members of the public from offering public comments using the call-in option or internet-based service option, AB 361 prohibits the legislative body from taking any further action on items appearing on the meeting agenda until public access to the meeting via the call-in or internet-based options is restored.

- **Periodic Findings**: To continue meeting remotely pursuant to AB 361, an agency must make periodic findings that: (1) the body has reconsidered the circumstances of the declared emergency; and (2) the emergency impacts the ability of the body’s members to meet safely in person, or state or local officials continue to impose or recommend measures to promote social distancing. These findings should be made not later than 30 days after teleconferencing for the first time pursuant to AB 361, and every 30 days thereafter.

**DISCUSSION**

To continue to hold meetings under these special teleconferencing requirements, the City Council Liaison / CVB/Marketing Committee needs to make two findings pursuant to Government Code Section 54953(e)(3). First, there must be a declared state of emergency and the City Council Liaison / CVB/Marketing Committee must find that it has reconsidered the circumstances of such emergency. Second, the City Council Liaison / CVB/Marketing Committee must find that such emergency continues to directly impact the ability of the City Council Liaison / CVB/Marketing Committee members to meet in person. Alternatively, for the second finding, the City Council Liaison / CVB/Marketing Committee must find that state or local officials continue to impose or recommend social distancing measures. These findings must be made within 30 days after the City Council Liaison / CVB/Marketing Committee teleconferences for the first time under AB 361 and every 30 days thereafter.

The declared emergency is still in effect. Furthermore, the State of California and the County of Los Angeles have recommended measures to promote social distancing. The Centers for Disease Control and Prevention continue to advise that COVID-19 spreads more easily indoors than outdoors and that people are more likely to be exposed to COVID-19 when they are closer than 6 feet apart from others for longer periods of time. Additionally, the Los Angeles County Department of Public Health still encourages people at risk for severe illness of death from COVID-19 to take protective measures such as social distancing and, for those not yet fully vaccinated, to physically distance from others.
whose vaccination status is unknown. The County Health Department also continues to recommend that employers take steps to support physical distancing.

Please note that AB 361 applies to all legislative bodies. Therefore, Commissions and standing committees will need to also comply with the requirements of AB 361.

Gabriella Yap
Secretary of the City Council Liaison / CVB/Marketing Committee
Approved By
RESOLUTION NO. CCL-CVBC-01

RESOLUTION OF THE CITY COUNCIL LIAISON / CVB/MARKETING COMMITTEE OF THE CITY OF BEVERLY HILLS AUTHORIZING PUBLIC MEETINGS TO BE HELD VIA TELECONFERENCING PURSUANT TO GOVERNMENT CODE SECTION 54953(e) AND MAKING FINDINGS AND DETERMINATIONS REGARDING THE SAME

WHEREAS, the City Council Liaison/CVB/Marketing Committee is committed to public access and participation in its meetings while balancing the need to conduct public meetings in a manner that reduces the likelihood of exposure to COVID-19 and to support physical distancing during the COVID-19 pandemic; and

WHEREAS, all meetings of the City Council Liaison/CVB/Marketing Committee are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the Beverly Hills City Council Liaison/CVB/Marketing Committee conduct its business; and

WHEREAS, pursuant to Assembly Bill 361, signed by Governor Newsom and effective on September 16, 2021, legislative bodies of local agencies may hold public meetings via teleconferencing pursuant to Government Code Section 54953(e), without complying with the requirements of Government Code Section 54953(b)(3), if the legislative body complies with certain enumerated requirements in any of the following circumstances:

1. The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

2. The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the
emergency, meeting in person would present imminent risks to the health or safety of attendees.

3. The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

WHEREAS, on March 4, 2020, Governor Newsom declared a State of Emergency in response to the COVID-19 pandemic (the “Emergency”); and

WHEREAS, the Centers for Disease Control and Prevention continue to advise that COVID-19 spreads more easily indoors than outdoors and that people are more likely to be exposed to COVID-19 when they are closer than 6 feet apart from others for longer periods of time; and

WHEREAS, the Los Angeles County “Responding together at Work and in the Community Order (8.23.21)” provides that all individuals and businesses are strongly encouraged to follow the Los Angeles County Public Health Department Best Practices. The Los Angeles County Public Health Department “Best Practices to Prevent COVID-19 Guidance for Businesses and Employers”, updated on September 13, 2021, recommend that employers take steps to reduce crowding indoors and to support physical distancing between employees and customers; and

WHEREAS, the Beverly Hills City Council has adopted a resolution that continues to recommend steps to reduce crowding indoors and to support physical distancing at City meetings to protect the health and safety of meeting attendees; and

WHEREAS, due to the ongoing COVID-19 pandemic and the need to promote social distancing to reduce the likelihood of exposure to COVID-19, the City Council
Liaison/CVB/Marketing Committee intends to hold public meetings via teleconferencing pursuant to Government Code Section 54953(e).

NOW, THEREFORE, the City Council Liaison/CVB/Marketing Committee of the City of Beverly Hills resolves as follows:

Section 1. The Recitals provided above are true and correct and are hereby incorporated by reference.

Section 2. The City Council Liaison/CVB/Marketing Committee hereby determines that, as a result of the Emergency, meeting in person presents imminent risks to the health or safety of attendees.

Section 3. The City Council Liaison/CVB/Marketing Committee shall conduct its meetings pursuant to Government Code Section 54953(e).

Section 4. Staff is hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. The City has reconsidered the circumstances of the state of emergency and finds that: (i) the state of emergency continues to directly impact the ability of the members to meet safely in person, and (ii) state or local officials continue to impose or recommend measures to promote social distancing.

Section 6. The Secretary of the City Council Liaison/CVB/Marketing Committee shall certify to the adoption of this Resolution and shall cause this Resolution and his/her certification
to be entered in the Book of Resolution of the City Council Liaison/CVB/Marketing Committee of this City.

Adopted: February 1, 2022

ROBERT WUNDERLICH
Presiding Councilmember of the City Council Liaison/CVB/Marketing Committee of the City of Beverly Hills, California
Item 3
TO: City Council Liaison/ CVB / Marketing Committee  
FROM: Laura Biery, Marketing and Economic Sustainability Manager  
DATE: February 1, 2022  
SUBJECT: Review of First and Second Quarter 2021-2022 Fall Marketing Campaign Results as well as Third and Fourth Quarter 2021-2022 CVB Campaign Initiatives  
ATTACHMENT: 1. Presentation by Beverly Hills Conference and Visitors Bureau

INTRODUCTION
The City contracts with the Beverly Hills Conference and Visitors (CVB) to conduct a variety of tourism and marketing programs promoting Beverly Hills. For the Fiscal Year 2021-2022 contract, City Council agreed to have the CVB/Marketing Liaison Committee meet regularly with the CVB to discuss the annual work plan, budget, and marketing results.

DISCUSSION
The CVB will provide a review of the First and Second Quarter 2021-2022 Fall marketing campaign results as well as the Third and Fourth Quarter 2021-2022 campaign initiatives. The Fall marketing programs were previously discussed with the CVB Liaisons at the September 20, 2021 Liaison Meeting. Attachment 1 to this report details the programs and metrics provided by the CVB during this time period.

FISCAL IMPACT
There is no fiscal impact from reviewing this item as the funding was already accounted for in the Fiscal Year 2021-2022 CVB contract in the total not to exceed amount of $3,430,990.

RECOMMENDATION
It is recommended that the City Council CVB/Marketing Liaison Committee review the activities and performance metrics for the First and Second Quarter 2021-2022 Fall marketing campaign as well as the Third and Fourth Quarter 2021-2022 campaign initiatives.
Attachment 1
BEVERLY HILLS
Conference & Visitors Bureau

City Liaisons Meeting
BHCVB Initiatives Review
February 1, 2022

Love Beverly Hills
Fiscal Year Q1 & Q2 21/22
Fall Marketing Campaign Results
BHCVB Partner Support: Sing for Hope Pianos

Through an integrated partnership with the City of Beverly Hills and the Wallis Annenberg Center for the Performing Arts, Sing for Hope placed 16 artist-designed Sing for Hope Pianos throughout Beverly Hills from August 5 – September 6, 2021, and then donated them to public schools across the greater Los Angeles area.

BHCVB Support:

- **Paid Social Media**
  - Impressions: 97,028
  - Reach: 80,992
  - Engagements: 2,672

- **August 2021 eNewsletters**
  - Visitor, Trade & Media
  - 31,000 emails delivered
Website Visitor Re-Targeting & Hotel Referrals

Launched May 26, 2021, this “always on” 12-month test campaign targets high-intent consumers (LoveBeverlyHills.com website visitors) to increase hotel bookings with remarketing advertisements via Google and Facebook.

Creative incorporates user generated content (UGC) garnered from CrowdRiff.
Website Visitor Re-Targeting & Hotel Referrals

Program to Date Results
May 26 – December 31, 2021

- 10,226,073 impressions
- 67,147 clicks to BHCVB hotel booking page
- 0.66% CTR (benchmark is 0.10%)
- 14,503 unique hotel clicks from ALL activity on the BHCVB hotel booking page for the period > 290 estimated bookings @ 2% (conservative assumptions)
- $411K estimated hotel room revenue generated from BHCVB booking referrals
- 115,890 LoveBeverlyHills.com /hotels page views, or an increase of 846% YOY, for the same period (vs. 12,244)
- BHCVB will renew campaign in 2022/23
Visit California Fall 2021 Expedia Co-op

Objective to stimulate California’s tourism recovery by delivering a shared brand platform, sparking consideration and travel among those actively seeking travel inspiration.

- Partner: Expedia Group (Expedia.com and Hotels.com)
- Flight Dates: September 13 – December 31, 2021
  - BHCVB Contribution: $50,000
  - Visit California Cash Contribution (50%): $25,000
  - Expedia In-Kind Contribution (100%): $75,000
- Total Media Investment: $150,000
Visit California Fall 2021 Expedia Co-op

Final ‘What if, California’ Fall 2021 campaign results:

• Delivered Impressions: 3,355,647
• Clicks: 2,235
• Click Through Rate (CTR): 0.07% (Expedia benchmark is 0.03 - 0.05% but does not factor billboard effect)
• Room Nights: 1,050
• BHCVB Expedia Group Campaign ADR: $494
• Campaign Incremental Lift: 10%
2021/22 Hotel Marketing Campaign

Campaign creative showcases Beverly Hills through a modern lens, making use of vibrant colors, collage design, diverse models and typography for a strong visual aesthetic.

Far From Ordinary - Four Campaign Flights:
- Summer | Far From Ordinary (August 2 – September 21, 2021)
- Fall | Cooler Than Fall (September 22 – November 15, 2021)
- Holiday | Santa Shops Here and Bright Lights Shine Here (November 16 – December 31, 2021)
- Spring | Far From Ordinary (March 20 – June 30, 2022)
Far From Ordinary (August 2 – September 21, 2021)
Cooler Than Fall (September 22 – November 15, 2021)
Santa Shops Here (November 16 – December 31, 2021)
Animated Banners Sample (300x250)

FAR FROM ORDINARY

COOLER THAN FALL

SANTA SHOPS HERE

Best performing banner size across digital campaign
Bright Lights Shine & Santa Shops Here Print Ads

**BRIGHT LIGHTS SHINE HERE**

Beverly Hills is the ultimate destination to celebrate a bright and joyful Hanukkah. Pamper your family and friends in luxury at some of the best hotels in the world, savor amazing food and wine, indulge in exceptional local shopping and experience festive lighting and décor throughout the city, including Holiday Helpers on Rodeo Drive.

LoveBeverlyHills.com  VisitBeverlyHills  LoveBeverlyHills

**SANTA SHOPS HERE**

Santa Claus may have his home and workshop in the North Pole, but when he needs a warm getaway with Mrs. Claus, Kris Kringle heads to Beverly Hills, the ultimate destination to celebrate a bright and joyful holiday season. Pamper your family and friends with luxury at some of the best hotels in the world, discover amazing food and wine, indulge in exceptional local shopping and experience festive décor throughout the city, including Holiday Helpers on Rodeo Drive.

LoveBeverlyHills.com  VisitBeverlyHills  LoveBeverlyHills
Marketing Campaign Tactics

Motivate Affluent Travelers to Choose Beverly Hills

The Far From Ordinary umbrella campaign, including fall and holiday flights, engaged luxury leisure travelers with digital activations, driving them to consider visiting and staying in Beverly Hills on their next Los Angeles trip. A variety of tactics were utilized with MNI Targeted Media, Sojern and Sparkloft to reach and influence travelers.
2021/22 Hotel Marketing Campaign Results

Final Results: August 2 – December 31, 2021

- Impressions: 28,318,272
  - Campaign overdelivered by 3,033,054 impressions resulting in $16,497 in Added Value.

- Clicks: 55,456

- Click Through Rate: 0.20%; blended mobile/desktop CTR benchmark is 0.15%

- Engagements: 16,905

- Sojern was the strongest performing channel

- The '300x250' ad size performed best

- COOLER THAN FALL creative performed best with the highest CTR @ 0.25%, but Fall is also our traditional campaign period
Social Media Amplification

FAR FROM ORDINARY & COOLER THAN FALL
August 2 – November 15, 2021

For summer and fall, we amplified custom content featured on the microsites created or updated for each campaign iteration.

Best performing content:
• Best Rooftops in Beverly Hills
• How to Shop Like a VIP in Beverly Hills
• Eight Reasons to Stay in Beverly Hills

Final Results:
• Impressions: 2,343,485
• Clicks: 39,272
• Click Through Rate: 1.68%
  • Though we typically optimize our social campaigns for awareness and engagement, this campaign generated a click-through rate of 1.68%, signaling strong interest from our audience; average CTR is 1.2-1.3%
NBC Southern California Broadcast Videos

With partners Madden Media and NBC, BHCVB created, produced and broadcast two videos with host, Lawrence Zarian, promoting the Rodeo Drive Holiday Lighting Celebration and Destination during the holiday season.

Link to Rodeo Drive Holiday Lighting Celebration Broadcast Video: https://youtu.be/wXc9zfWVi8g
Link to Destination Broadcast Video: https://youtu.be/z82q7OahRyM
NBC Southern California Broadcast Videos

Media Buy Details:

- Media: NBC Los Angeles, NBC San Diego, NBC Digital & NBC Connected TV
- Regions: Greater LA and San Diego regions (Includes Orange County)
- Schedule: 6-Week NBC Flight: November 10 – December 23, 2021
- Length: Two :30 TV commercials: Rodeo Drive Holiday Lighting Celebration & Destination Holiday Getaway
- Connected TV: Programming targets $200K+ HHI consumers
- Digital Banner Ads: Run of site on NBCLosAngeles.com & NBCSanDiego.com

Campaign Results:

- Broadcast spots: 114
  - 24 Rodeo Drive Holiday Lighting Celebration spots (November 10 - 19)
  - 90 Destination Holiday Getaway spots (November 20 – December 23)
- Total impressions: 2,186,000
- Average Media CPM: $34.09
  - Broadcast medium is no longer a buyer’s market vs. prior BHCVB buys during COVID and calendar year Q4/holiday is the most expensive. Average CPM is $35-$65 (primetime). CPM also includes segment production and host.
SPARKLOFT

RODEO DRIVE HOLIDAY LIGHTING CELEBRATION
November 12 – 18, 2021
Facebook & Instagram
• Impressions: 44,714
• Video Plays: 43,414
• Video View Rate: 97% - smaller, highly geo-targeted (LA area residents) and higher level of “investment” to attend a local holiday kick off event. Focus on engagement.

DESTINATION HOLIDAY GETAWAY
November 19 – December 31, 2021
Facebook, Instagram & Twitter
• Impressions: 1,178,829
• Video Plays: 214,089
• Video View Rate: 18% - broader audience targeting in key US markets over a longer duration to consider Beverly Hills for the holidays or a future vacation. Focus on destination awareness.
‘FAR FROM ORDINARY’
CONTENT COLLECTIVE
ABOUT OUR CAMPAIGN

• To position Beverly Hills as a ‘Far From Ordinary’ luxury destination, we launched an influencer content collective to promote our 4 key pillars with each creator focusing on:
  • Shopping/ Design
  • Art/ Culture
  • Food
  • Wellness
• The following highlights results from our first partnership with our shopping creator Will Taylor, aka Bright Bazaar, the first installment of this campaign.
BRIGHT BAZAAR
CONTENT OVERVIEW

Published 65 posts in total.

Total Reach was 492.3K, with 27.5M impressions and 0.05% engagement rate.

Each post received an average of 198.6 engagements, 7.6K reach, and $8.1K Estimated Media Value (EMV).

Audience was 70% men, mostly from the United States.

The campaign generated $528K EMV.

*Key stats pulled from Klear and connected to Will Taylors social media channels.
Bright Bazaar – BHCVB Social Media & PR

WILL TAYLOR, AKA BRIGHT BAZAAR
December 7, 2021 – January 7, 2022

Facebook & Instagram
• Impressions: 732,329
• Video Plays: 718,772
• Video View Rate: 71%

Twitter
• Impressions: 255,465
• Video Plays: 122,553
• Video View Rate: 47%

Total BHCVB Paid Social Posts
• Impressions: 987,794
• Video Plays: 841,325
• Video View Rate: 59%

Press Release: 47,617,925 impressions / 130 stories/hits
Trade
New York Sales Mission

Rainbow Room October 21, 2021

- Over 70 luxury travel agents and meeting planners attended.
- 12 Hotel partners attended including GM’s and DOSM’s & 1 Rental Car Partner.
- Mayor Wunderlich, Vice Mayor Bosse, Council Member Friedman and City Manager Chavez also attended the event.
Travel Trade

The Travel Trade Sales Team went to 4 Tradeshows in Q1 & Q2 2021

- Global Travel Marketplace, International Luxury Travel Market Mexico, IMEX Vegas, and CAL SAE Seasonal Spectacular.

- The trade team has had over 125 one-on-one appointments and gained over 200 contacts from the tradeshows.
Group Sales

### Q2 Destination Group Sales Activity

- **40 inquiries**
- **12 room night leads**
- **4,227 lead room nights**
- **$1,549,728 in estimated value**
- **89 booked room nights with estimated value of $34,095**

### Largest Lead Room Nights

- Kirkland & Ellis/ABA Leverage: 1,417
- APPA Western Regional Meeting: 260
- Morgan Stanley: 390
- AmexGBT/Pacesetters: 667
- ESPY Awards: 1,042

### Group Lead Distribution to Hotels

- L'Ermitage
- Beverly Hills Hotel
- Beverly Hilton
- Peninsula
- Beverly Wilshire
- All Hotels
- The Sixty
Fiscal Year Q3 & Q4 21/22
Campaign Initiatives Review
# Q3 & Q4 Marketing Calendar

## BHCVB January - June 2022 Marketing Schedule

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<th>Initiative</th>
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<td>Super Bowl (MNI): Feb 1-13</td>
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<td>Frieze (KPCC + TBD): Feb 10-20</td>
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<td>VCA Expedia Co-op: April 1 - May 31</td>
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<td>Far From Ordinary (Spring 2022)</td>
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Super Bowl LVI Campaign

BHCVB to promote Beverly Hills to visitors in-market to dine, shop and play during the lead up to Super Bowl LVI via digital display advertising and DOOH (LAX, BUR & SOFI).

Flight: February 1 – February 13, 2021
BHCVB to promote Beverly Hills to visitors in-market to dine, shop and play during the lead up to and during Frieze Los Angeles via KPCC radio ads, custom content on LAist.com and dedicated email.

Flight: February 7 – February 17, 2021

Media Buy:
- Twenty (20) :30 radio spots
- Two (2) digital sponsored content pieces
- Two (2) dedicated digital newsletters

LAist is the trusted friend showing you what's happening in your neighborhood and why it matters. Telling stories from inside the deepest pothole to the top of Mt. Wilson – and beyond.

LAist.com

KPCC

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KPCC.org
‘FAR FROM ORDINARY’
CONTENT COLLECTIVE
UPCOMING PARTNERSHIPS

AW21 BUDGET

Shopping
Will Taylor/ Bright Bazaar

FEB 22

Art & Culture
Kimberly Drew/ Museum Mammy

SS22 BUDGET

Food
Rachel/ Vintage Dolls

NOV 21

MAR 22

TBC

April 22

Wellness
TBC
Far From Ordinary Content Collective (Stripe)

@MuseumMammy (Kimberly Drew)
- American art curator and writer
- Formerly social media manager for the Museum of Modern Art
- 338K followers on Instagram/54K on Twitter
- Schedule Beverly Hills visit during Frieze in February 2022

@VintageDolls (Rachel Chen)
- Chicago-based content creator and blogger
- 1.1M followers on Instagram/89K on Facebook
- Strives to redefine the definition of a “millennial”
- Focus on food & dining
- Beverly visit scheduled for March 2022
Far From Ordinary Content Collective (RONY)

BHCVB to collaborate with 8 Tik Tok influencers to promote the destination from their unique perspectives with authentic content.

- Jeremy Austin (1.5M followers) & Angie Villa (560K)
- Daniel Mac (12.1M)
- Valerie Joy Wilson (327K)
- Sami Clark (175K)
- Helen Owen (776K)
- Jasmine Luv (459K)
- Peng Peng Lee (4M)
FAR FROM ORDINARY Spring 2022

Campaign creative will continue to showcase Beverly Hills through a modern lens, making use of vibrant colors, collage design, diverse models and typography for a strong visual aesthetic.

FFO Spring 2022 Flight: March 20 – June 30, 2022

New spring creative iteration is in development
Objective remains to stimulate California’s tourism recovery by delivering a shared brand platform, sparking consideration and travel among those actively seeking travel inspiration.

- Partner: Expedia Group (Expedia.com and Hotels.com)
- Flight Dates: April 1 – May 31, 2022
  - BHCVB Contribution: $50,000
  - Visit California Cash Contribution (50%): $25,000
  - Expedia In-Kind Contribution (100%): $75,000
- Total Media Investment: $150,000
Beverly Hills Duets 5-Part Video Series

Beverly Hills Duets is a cinematic 5-part video series designed to garner the attention of prospective visitors where we will pair complementary topics in each video:

1. Motorcars & Manors: feature luxury/exotic/electric cars and Greystone Mansion and Virginia Robinson Gardens
2. Carats & Cocktails: feature jewelers / jewelry and signature cocktails available at hotels and restaurants
3. Parks & Pooches: feature dogs from Amanda Foundation and Beverly Hills Parks
4. Whiskey & Watches: feature watches from local watch boutiques and taste whiskey at The Double Barrell and other bars
5. Sun & Shades: feature iconic Beverly Hills hotel pools and fashionable summer eyewear
Rodeo Drive, now world-renowned, began as little more than a bridle path. Pioneering designers, hoteliers and entrepreneurs transformed it into a rival to New York’s Fifth Avenue — with sun, palm trees and Hollywood sizzle. Rodeo Drive-The Podcast connects listeners around the world with stories about the past, present and future of this famed three-block stretch in Beverly Hills.

BHCVB continues to support Rodeo Drive-The Podcast with funding and promotion, as it is another welcome medium to promote destination content.
Trade
# Q3 & 4 Travel Trade Event Schedule

<table>
<thead>
<tr>
<th>Event Schedule</th>
<th>Audience</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 23-25, 2022: Winter Symposium</td>
<td>Financial and Insurance Corporate Meeting Planners</td>
<td>New York City</td>
</tr>
<tr>
<td>March 6-9, 2022: Visit California Luxury Forum</td>
<td>Luxury Travel Agents</td>
<td>San Francisco</td>
</tr>
<tr>
<td>March 14-16, 2022: Visit California CEO Mission</td>
<td>Mexico Diplomats, Luxury Travel Agents and Media</td>
<td>Mexico City</td>
</tr>
<tr>
<td>April 4, 2022: California Canada Sales Day</td>
<td>Canadian Travel Industry Agents</td>
<td>Toronto</td>
</tr>
<tr>
<td>April 10-22, 2022: Prestige Partners Meeting</td>
<td>Meet Prestige Sales Associates</td>
<td>Pasadena</td>
</tr>
<tr>
<td>April 27, 2022: Visit California Mexico Sales Day</td>
<td>Mexico Travel Industry Agents</td>
<td>Mexico City</td>
</tr>
<tr>
<td>May 10-12, 2022: Visit California Road Shows</td>
<td>Assn., Corporate, Third Party and Incentive Buyers</td>
<td>DC, NYC, Philadelphia</td>
</tr>
<tr>
<td>May 14-20, 2022: BHCVB Middle East Sales Mission</td>
<td>Luxury Travel Agents, Consumers and Media</td>
<td>Doha, Riyadh, Dubai, Abu Dhabi</td>
</tr>
<tr>
<td>May 24-26, 2022: GPS Destinations</td>
<td>Corporate, Third Party and Incentive Buyers</td>
<td>Dallas, Austin, Houston</td>
</tr>
<tr>
<td>June 22-24, 2022: FICP Educations Conference</td>
<td>Financial and Corporate Meeting Planners</td>
<td>Pasadena</td>
</tr>
<tr>
<td>June 29, 2022: GMITE 2022</td>
<td>Incentive Buyers</td>
<td>Las Vegas</td>
</tr>
</tbody>
</table>
Thank You
Item 4
MEMORANDUM

TO: City Council Liaison / CVB / Marketing Liaison Committee

FROM: Laura Biery, Marketing and Economic Sustainability Manager
       Cindy Owens, Policy and Management Analyst

DATE: February 1, 2022

SUBJECT: Beverly Hills “Feel Good” TV Campaign Review and Proposal

               2. CVB Fiscal Year 2021-2022 Agreement

INTRODUCTION
This item seeks City Council approval from the Beverly Hills City Council CVB / Marketing Committee (Mayor Bob Wunderlich and Vice Mayor Lili Bosse) to expand the scope of work of the Beverly Hills Conference and Visitors Bureau to include the production and distribution of the “Feel Good” TV Campaign.

Staff is seeking direction from the City Council CVB / Marketing Committee (Committee) on the expansion of the scope of work and a decision on how to fund the campaign.

DISCUSSION
The Beverly Hills Conference and Visitors Bureau (CVB) has put together a strategy to help continue to reinforce that the City of Beverly Hills is open, welcoming world-class events and has many new development projects underway. The “Feel Good” TV Campaign is focused on combatting negative press to reinforce that Beverly Hills is indeed open for business and tourism travelers alike. One element of this strategy is a TV Commercial shoot featuring Beverly Hills that will play primetime on KABC, KTLA and streaming services. The CVB will own the content and can look to revise the content for international markets as well as replay the video at other times of the year on owned channels.

The TV Commercial would air for approximately eight weeks. It would focus on the domestic target markets of Los Angeles, San Diego, San Francisco and New York. The TV Commercial Deck (Attachment 1) provides detail regarding the proposed marketing initiative and scope of work.

The CVB’s current Fiscal Year 2021-2022 agreement (Attachment 2) is for a total not to exceed amount of $3,430,990. The “Feel Good” TV Campaign was not part of the original Work Plan Budget for the CVB for Fiscal Year 2021-2022.

FISCAL IMPACT
The CVB anticipates the “Feel Good” TV Campaign to cost $350,000. The CVB has provided the following recommendation for how to fund this campaign initiative.
<table>
<thead>
<tr>
<th>Funding Source</th>
<th>Budget</th>
<th>Explanation</th>
</tr>
</thead>
<tbody>
<tr>
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<tr>
<td>BHCVB Current Domestic Marketing Budget</td>
<td>$100,000</td>
<td>Budget from Spring Campaign Fund</td>
</tr>
<tr>
<td>BHCVB Buffer</td>
<td>$200,000</td>
<td>BHCVB would replace this with any remaining unspent funds (“carryover”) from FY 21/22</td>
</tr>
<tr>
<td>City via Funding Request</td>
<td>$50,000</td>
<td>CVB requests the City provide $50,000 to ensure the CVB can reach the necessary audiences</td>
</tr>
</tbody>
</table>

There are two potential funding options for the line item called “City via Funding Request” for $50,000:

**Option 1 – Staff Recommendation:** For several fiscal years, the CVB has had unspent funds at the end of each fiscal year. Over the last three fiscal years, this remaining funding has ranged from $50,000 to $601,335 as shown in the chart below:

<table>
<thead>
<tr>
<th>Description</th>
<th>Funding Carried Over</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 18/19 Funding Carried Over to FY 19/20</td>
<td>$50,000</td>
</tr>
<tr>
<td>FY 19/20 Funding Carried Over to FY 20/21 (includes $200,000 for the TOT Buffer)</td>
<td>$528,000</td>
</tr>
<tr>
<td>FY 20/21 Funding Carried Over to FY 21/22 (includes $200,000 for TOT Buffer)</td>
<td>$601,335</td>
</tr>
</tbody>
</table>

For the past two years, the CVB / Marketing Liaison Committee has approved the carry over funding request by the CVB in order for the CVB to perform additional marketing activities for the City. The City Council then concurred with this recommendation.

The carry over funding requested by the CVB has included items such as:

- Milken Conference;
- Updating the Future of Luxury Report;
- Drive Campaign;
- Los Angeles Area Advertising Co-Op with the Conference and Visitors Bureau of Santa Monica, West Hollywood, Marina Del Rey, and LA Tourism;
- Super Bowl Marketing and Support;
- Salary for Digital Marketing Manager; and
- Maintaining the $200,000 in buffer money in case there is a shortfall in the collection of TOT revenue.

Given the CVB’s recent history of having unspent funding at the end of each fiscal year, it is possible the CVB may be able to absorb the $50,000 funding request by first using any unspent funds from other projects in Fiscal Year 2021-2022 that were impacted by the COVID-19 Omicron surge.

Additionally, the CVB maintains a $200,000 buffer in case of a short fall in TOT revenue. Currently, the City is not predicting a decline in TOT revenue from the budget forecast for Fiscal
Year 2021-2022, as such this funding most likely can be applied to this project as the buffer would not be needed this Fiscal Year to make up any TOT shortfall. As such, staff concurs with the CVB request to apply the $200,000 buffer to this project. Staff also concurs with the recommendation by the CVB to utilize $100,000 in Domestic Marketing funding already present within the CVB’s Fiscal Year 2021-22 budget.

Finally, staff is recommending the CVB absorb the remaining $50,000 within any unspent funds at the end of the Fiscal Year as there has historically been a request by the CVB to carry over funding in an amount of at least $50,000 for the last three fiscal years. If the CVB is unable to cover the $50,000 funding request for this project with any unspent funds at the end of the Fiscal Year, then staff would take an amendment to the City Council with an appropriation request for the shortfall.

City Council concurrence would not be required for this option at this time however when any carry over funding amount is identified, an item would be brought before the Liaison Committee and the full City Council for review and approval.

**Option 2 – Request by CVB:** The CVB is requesting the City appropriate $50,000 from general fund reserves to provide the remaining funding for this project at this time.

The Committee can recommend the City Council consider approving an appropriation at the February 8, 2022 City Council Formal Meeting from the City's general fund to the Tourism and Marketing budget in the amount of $50,000 to fund this initiative.

**RECOMMENDATION**

Staff is seeking direction from the Committee on the following items:

A. Concurrence on the reallocation of the CVB’s approved funding as follows:
   1. $200,000 from the TOT buffer to Domestic Marketing; AND
   2. $100,000 from the Domestic Marketing budget for this project

B. Request for $50,000 in supplemental funding – Two Options
   1. The Committee may recommend the CVB absorb the $50,000 for now. Then, if the CVB will have less than $50,000 remaining at the end of Fiscal Year 2021-22, direct staff to return to the full City Council for an amendment to the agreement with the CVB to increase the consideration and approve an appropriation from general fund reserves at that time; OR
   2. The Committee may recommend the City Council consider approving an appropriation at the February 8, 2022 City Council Formal Meeting from the City’s general fund to the Tourism and Marketing budget in the amount of $50,000 to fund this initiative now.
Beverly Hills “Feel Good” Campaign Review and Proposal
Counter Negative Press

In response to recent negative press focused on crime in Los Angeles and Beverly Hills, BHCVB, has put together a strategy to help continue to reinforce that the city is open, welcoming world-class events and has many new development projects underway. The following tactics are either being executed or being proposed:

- Talking points to answer any questions media or customers may have. These have been distributed to all of BHCVB’s global agencies and to the hotels.
- Press release outlining all development and new businesses. This will be distributed week of January 31.
- Commercial shoot featuring Beverly Hills that will play primetime on ABC, KTLA and streaming services. BHCVB will own the content and can look to revise for international markets and replay at other times of the year on owned channels.
2022 “FEEL GOOD” TV CAMPAIGN
FEBRUARY 2022
BEVERLY HILLS “FEEL GOOD”
TV CAMPAIGN

> OPPORTUNITY: Elevate the brand image in light of negative news
> OBJECTIVE: Launch a “feel good” brand campaign that makes people fall in LOVE with Beverly Hills
> CREATIVE: Create a one-of-a-kind brand look and feel that is uniquely Beverly Hills
> MEDIA: Broadcast/Connected TV media and added value
> PROPOSED SCHEDULE: 8-week TV campaign (February 14 - April 10)
62 ABOVE

BEVERLY HILLS

Love Beverly Hills

TV COMMERCIAL CREATIVE
CONCEPT: IN LOVE AGAIN

It’s time to remind ourselves how easy it is to LOVE Beverly Hills. From amazing hotels to fine dining, exceptional shopping to jaw-dropping people watching, there isn’t another destination like Beverly Hills.
VISUAL STYLE: REFLECTIONS

It’s time to see yourself in Beverly Hills—in the land of glisten and glimmer. Our visual style embraces the concept that everything here has just a little more shine to it. We use a theme of reflections to show our cast in iconic locations across the city. We’ll see reflections in a shop window, a wine glass, a VIP dressing room, a pool, or the Lily Pond at the Beverly Hills Sign. No matter where you look, the place dazzles.
REFLECTIONS

Using reflective surfaces as through shots to paint our theme across 30 seconds, we draw on clever camera work (and a few tricks) to bring to life the feeling that visitors get in Beverly Hills—that everything here sparkles just a little bit more.

We see our diners in a wine glass. Our shoppers pass by shimmering windows and try on clothes in a seemingly two-sided mirror. We see our hotel couple’s reflection in the pool, her lips as she applies lipstick in a silver compact mirror, and we pan up to our couple from their reflection on the lobby’s marble floor. Shots like these will come together to create an elevated sense of wonder around the destination.
SHOOTING SCENARIOS

HOTELS
Our affluent couple enjoys a weekend stay, soaking up all of the luxuries of a Beverly Hills hotel. They lounge by the pool, dipping their feet in the water. They get ready for a night out in a fabulous hotel suite with close shots of her applying the final details. Once ready, they stroll through the lobby, arm-in-arm, ready for a night out.

DINING
Beverly Hills is a true destination for celebration. Our younger couple enters a restaurant with a knowing nod to the maître d’hôtel. They pop a bottle of champagne and feast on exquisitely prepared courses. Finally, as dessert is served, they share a romantic moment, relishing in the perfect date night.

SHOPPING
Our group of girlfriends are, in one word, fun. They exit a convertible ready for a day of indulgence. In their favorite boutique, one of our shoppers tries on an outfit in a mirror with her girlfriends looking on behind her approvingly.

ATTRACTIONS
Feature a hidden gem such as Greystone Mansion or Virginia Robinson Gardens.
CASTING DIVERSITY

Casting is crucial for this spot. We will seek to cast talent that mirrors the clientele of the city: upscale and glamorous, but approachable and fun. A diverse range of genders and ethnicities paint the picture for every viewer to imagine themselves living the life that can only be offered in this iconic destination.

Pulling from a range of casting agencies, we will offer unique-looking talent that can capture a viewer’s eye, while maintaining a keen sense of fun, relatability and ease.
GLAMOROUS GIRLFRIENDS

A true worldwide shopping icon, Beverly Hills is a premier destination for the top brands, boutiques, and stores. Our group of three girlfriends (30s-40s) are dressed up for the shopping spree of their lives.

ASPIRATIONAL COUPLE

There are few places on the continent where a couple can treat themselves to a night out like they can in Beverly Hills. Our aspirational couple (early 30s) is dressed to commemorate a special occasion with an unforgettable fine-dining experience.

SOPHISTICATED TRAVELERS

Sophisticated yet fun, our couple (40s) reads as experienced travelers, but young at heart—with a flame between them that has yet to fade. Their aesthetic reminds us that you’re never too old to have fun ... and look good while doing it.
WARDROBE LOOKBOARD
HAIR & MAKEUP

The final component of the look is the HMU. All of our characters are in situations in which they are determined to put their best foot forward. This doesn’t mean a high fashion shoot, but they need to look as though they have definitely put some thought into how the world will see them. When you’re in Beverly Hills, you want to look your best.
62 ABOVE

BEVERLY HILLS

Love Beverly Hills

TV MEDIA PLANNING
## TARGET CALIFORNIA MARKETS

<table>
<thead>
<tr>
<th>Rank</th>
<th>Market</th>
<th>Population</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Los Angeles</td>
<td>187,770</td>
<td>25.06%</td>
</tr>
<tr>
<td>2</td>
<td>(not set)</td>
<td>26,593</td>
<td>3.55%</td>
</tr>
<tr>
<td>3</td>
<td>New York</td>
<td>26,287</td>
<td>3.51%</td>
</tr>
<tr>
<td>4</td>
<td>Chicago</td>
<td>22,513</td>
<td>3.01%</td>
</tr>
<tr>
<td>5</td>
<td>Las Vegas</td>
<td>10,802</td>
<td>1.44%</td>
</tr>
<tr>
<td>6</td>
<td>San Diego</td>
<td>10,182</td>
<td>1.39%</td>
</tr>
<tr>
<td>7</td>
<td>San Francisco</td>
<td>9,881</td>
<td>1.32%</td>
</tr>
<tr>
<td>8</td>
<td>Phoenix</td>
<td>9,068</td>
<td>1.21%</td>
</tr>
<tr>
<td>9</td>
<td>Beverly Hills</td>
<td>6,956</td>
<td>0.93%</td>
</tr>
<tr>
<td>10</td>
<td>Santa Monica</td>
<td>6,792</td>
<td>0.91%</td>
</tr>
</tbody>
</table>
TV MEDIA PLANNING

- TOP-RATED TV STATIONS: KTLA-LA, NBC-SD & NBC-SF
- SCHEDULE: 8-Weeks (February 14 - April 10)
- TOTAL IMPRESSIONS: 14 million+
- TOTAL SPOTS: 480+
- ADDED VALUE:
  - KTLA “LA Unscripted” custom program with Host
  - NBC-SF “California Live” custom program with Host
  - :05 BILLBOARDS “This brought to you by...”
  - ADDITIONAL bonus spots
TV CAMPAIGN BUDGET

> TV Commercial Creative & Production: $100,000

> TV Media Stations:
  - KTLA / LA & ORANGE COUNTY $50,000
  - NBC / SAN DIEGO $50,000
  - NBC / SAN FRANCISCO $75,000

TOTAL $275,000
  - ADDITIONAL MARKETS $75,000/EACH

TOTAL WITH NEW YORK $350,000
Incremental Funding Request
# Incremental Funding Request For Commercial Shoot

<table>
<thead>
<tr>
<th>Funding Source</th>
<th>Budget</th>
<th>Explanation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Cost</td>
<td>$ 350,000</td>
<td>Includes production and distribution to San Francisco, LA County, Orange County, San Diego and New York</td>
</tr>
<tr>
<td>BHCVB Current Domestic</td>
<td>$ 100,000</td>
<td>Budget comes from spring campaign fund</td>
</tr>
<tr>
<td>Marketing Budget</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BHCVB Buffer</td>
<td>$ 200,000</td>
<td>BHCVB would replace this with any remaining unspent funds (&quot;carryover&quot;) from FY 21/22</td>
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<td>City via Funding Request</td>
<td>$ 50,000</td>
<td>We would ask that the city provide $50,000 to make sure we can reach necessary audiences</td>
</tr>
</tbody>
</table>


Thank You
Attachment 2
AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND THE BEVERLY HILLS CONFERENCE AND VISITORS BUREAU FOR PROMOTION OF THE CITY FOR FISCAL YEAR 2021-2022

NAME OF CONTRACTOR: Beverly Hills Conference and Visitors Bureau

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Julie Wagner, CEO

CONTRACTOR'S ADDRESS: 9400 Santa Monica Blvd.
Beverly Hills, CA 90210
Attention: Julie Wagner, 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, 2021

TERMINATION DATE: June 30, 2022

CONSIDERATION: Not to exceed $3,430,990
AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND THE
BEVERLY HILLS CONFERENCE AND VISITORS BUREAU FOR
PROMOTION OF THE CITY FOR FISCAL YEAR 2021-2022

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter
called "CITY"), and the Beverly Hills Conference and Visitors Bureau (hereinafter called
"CONTRACTOR" or "CVB").

RECITALS

A. CVB is located in the City of Beverly Hills and has special knowledge and
experience to conduct or participate in promotional, publicity, and advertising activities for the
benefit of CITY.

B. CITY desires to engage CVB for marketing and special events for the benefit of
CITY.

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

D. 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.

E. CVB represents that it is qualified and able to perform the Scope of Works.

NOW, THEREFORE, the parties agree as follows:

Section 1. CVB's Scope of Work.

CVB shall perform the Scope of Work described in Exhibit A, attached hereto and incorporated
herein, 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 CVB under $25,000 may be done without approval of CITY;
however, CVB shall notify the City Manager, CITY's Marketing and Economic Sustainability
Manager, and/or the City Manager's designee by close of the fiscal year of such change.

For reallocations between $25,001 - $50,000, CVB must obtain prior written approval from
the City Manager, with a copy of the request sent to the Beverly Hills City Council Liaison / CVB
/ Marketing Committee and/or the City Manager's designee prior to reallocation of the funding.

For reallocations above $50,000, CVB must obtain prior written approval from the Beverly
Hills City Council Liaison / CVB / Marketing Committee at an agendized meeting prior to
reallocation of the funding.
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 CVB or any third party contracted by the CVB, 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. CVB shall not obtain or attempt to obtain copyright protection as to any of the Work Products.

(b) CVB 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. CVB shall take all acts requested by CITY in order to enforce CITY’s rights under this Section.

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

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

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

Section 3. Time of Performance.

CVB shall commence its services under this Agreement upon the Commencement Date or upon a receipt of a written notice to proceed from CITY. CVB 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/her designee.
Section 4. Compensation.

(a) Compensation

CITY agrees to compensate CVB for the services and/or goods provided under this Agreement, and CVB 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 A and 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.

(c) Additional Services.

CITY may from time to time require CVB to perform additional services not included in the Scope of Services. Such requests for additional services shall be made by CITY in writing and agreed upon by both parties in writing.

Section 5. Payment. CITY shall pay CVB said Consideration in accordance with the method and schedule of payment set forth in Exhibit B, attached hereto and incorporated herein. CVB shall submit written requests for advanced payments for expenditures based on the schedule listed in Exhibit B for the various projects as set forth in Exhibit A. CITY shall provide payment to the CVB upon approval of the request by CITY’s Finance Director or his/her designee. CITY shall use its best efforts to make payment to CVB within 15 days of receipt of request. Except as provided in Section 1(a) of this Agreement, CVB shall return to CITY any unused funding within sixty (60) days of reconciliation of the expenses described in Exhibit A or some other time period as mutually agreed upon in writing between CVB and CITY. Alternatively, CVB may request the approval of the Beverly Hills City Council Liaison / CVB / Marketing Committee to retain the unused funding as part of the Fiscal Year 2022-23 annual work plan. The approval of the Committee will require approval of the City Council.

Section 6. Independent Contractor. CVB is and shall at all times remain, as to CITY, a wholly independent CVB. Neither CITY nor any of its agents shall have control over the conduct of CVB or any of CVB’s employees, except as herein set forth. CVB 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 CVB without the prior written approval of CITY. Any attempt by CVB 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) CVB’s Responsible Principal set forth above shall be principally responsible for CVB’s obligations under this Agreement and shall serve as principal liaison
between CITY and CVB. Designation of another Responsible Principal by CVB 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. Permits and Licenses. CVB 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 10. Interests of CVB. CVB 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 CVB.

Section 11. Insurance.

(a) CVB 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 CVB.

   (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 CVB in performing the Scope of Work required by this Agreement.

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

(4) A policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of One Million Dollars ($1,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by CITY. Further, CONTRACTOR agrees to maintain in full force
and effect such insurance for one year after performance of work under this Agreement is completed.

(b) CVB 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) CVB 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 CVB’s expense, the premium thereon.

(e) At all times during the term of this Agreement, CVB 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. CVB 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) CVB 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 CVB 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, CVB shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CVB 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 CVB and its insurance carriers.

Section 12. Indemnification. CVB 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 CVB or any person employed by CVB in the performance of this Agreement.

Section 13. Termination.

(a) Upon ninety (90) days written notice to CVB, this Agreement may be terminated by CITY, with or without cause, only by a majority vote of the City Council. In the event of such termination, CITY shall pay CVB for all costs and obligations reasonably incurred by CVB for CVB activities in performing its services under this Agreement prior to the date of termination.
and such payment shall be in full satisfaction of CITY's obligations hereunder. CITY shall not be obligated to pay additional funds after issuance or receipt of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CVB, CVB shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall CVB be entitled to receive more than the amount that would be paid to CVB for the full performance of the services required by this Agreement. CVB 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 CVB with all pertinent data, documents, and other requested information as is available for the proper performance of CVB's Scope of Work.

Section 15. Reports.

(a) CVB shall submit a quarterly report to CITY in a form acceptable to the City Manager or his/her designee including. The reports shall include, without limitation, information on overall project management and achievement of action items in relation to the Scope of Service as set forth in Attachment 1 to Exhibit A, including the percentage of the amount of budget used and accomplishments achieved in the quarter and/or action items completed and defined measurements of goal achievement for the Funding Period. CVB shall use its best efforts to develop a process to obtain data and metrics for the Program and provide detailed information regarding CITY's return-on-investment to CITY. The City Manager and/or his designee and the CVB shall mutually agree in writing on what metric information shall be gathered and provided to CITY to gauge the success of the programs identified in Attachment 1 to Exhibit A.

(b) CVB shall also supply the CITY with an Audited Annual Financial report prepare by a Certified Public Accountant for the Funding Period. Such report shall provide consolidated financial reporting for CVB 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 CVB's 2021-2022 fiscal year. At CITY's sole discretion, consolidated annual accounts may be substituted for full audited accounts.

(c) With reasonable notice from CITY, CVB shall provide to CITY copies of any and all work product, documents reports, property and books produced by CVB 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). CVB'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.

(d) CVB 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) CVB 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 (b) 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 CVB that is funded by CITY. CVB 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.

(g) CVB shall submit an annual report to CITY, as mutually agreed upon between CITY and CVB in writing that shows a measurement of the impact of the funding given to CVB by CITY on tourism. This shall include return-on-investment information. CVB and CITY shall collaboratively identify agencies for a comparison report to determine if CITY is retaining its market share of tourism for the area if such information is publically available.

Section 16. Policies. CVB shall maintain the policies outlined in Exhibit C, attached hereto and incorporated herein. CVB shall provide CITY with copies of all adopted or amended policies by the CVB Board of Directors within thirty (30) days of such action. CITY may provide input on the creation of, or make recommendations for amendments to, the policies listed in Exhibit C prior to the adoption of the policies by the CVB Board.

Section 17. Attendance at CVB Meetings. CVB shall notify CITY of the date and time for any and all CVB Board of Directors meetings as soon as possible, but no less than ten (10) calendar days notice. The City Manager and/or his designee(s) may attend the meeting. CVB shall share the agenda with CITY at the same time notice of the agenda items is provided to the CVB Board of Directors, which shall be no less than twenty-four (24) hours prior to the meeting.

Section 18. Members of the CVB Board Finance Committee. The City Manager shall designate one (1) CITY staff member to be a member of the CVB Board Finance Committee.

Section 19. Records and Inspections. CVB 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. CVB 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. CVB 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, CVB shall pay CITY's travel, hotel and meal costs to the location where the records are maintained. CVB must include this provision in all subcontracts made in connection with this Agreement. This provision shall survive the termination of the Agreement.

Section 20. 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 Hills Conference and Visitors Bureau, 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 21. 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 22. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CVB, 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 CVB.

Section 23. 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 24. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 25. CITY Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CVB.

Section 26. 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 24th day of June, 2021, at Beverly Hills, California.

[Signatures follow]
CITY OF BEVERLY HILLS
a Municipal Corporation

Robert Wunderlich
ROBERT WUNDERLICH
Mayor of the City of Beverly Hills, California

HUMA AHMED
City Clerk

BEVERLY HILLS CONFERENCE AND VISITORS BUREAU

Julie Wagner
JULIE WAGNER
CEO

PETER HUMIG
Chair

LAURENCE S. WIENER
City Attorney

APPROVED AS TO FORM:

George Chavez
GEORGE CHAVEZ
City Manager

Laura Biery
LAURA BIERY
Marketing and Economic Sustainability Manager

SHARON L'HEUREUX DRESSEL
Risk Manager

APPROVED AS TO CONTENT:
EXHIBIT A

SCOPE OF WORK

CVB shall perform the services described in this Exhibit A, attached hereto and incorporated herein. This shall include:

Domestic Marketing
- New York Sale Mission
- Destination Marketing
- Domestic Public Relations campaign including:
  - Domestic media familiarization trips
  - Visit California media missions in San Francisco, New York, and Los Angeles
- Meetings, Incentives, Conferences, and Exhibitions (MICE) including
  - Milken Support
  - Global Travel Market ("GTM") and GTM West
  - Visit California Forums

International Marketing
- Sales Missions
- Trade Shows
  - IMEX
  - ILTM North America
  - Booth Storage
- Representation
  - In January, bring back GCC (Middle East), United Kingdom, and Australia Agencies
- Tour Bus Incentive
- Emerging Markets
  - GCC Sales Mission in Quarter 3 and 4 of FY 21/22
  - Air Canada Marketing Campaign

Interactive
- Database/email
- Search Engine Optimization ("SEO") / Search Engine Marketing ("SEM")
- Content
- Acquisition
- Domestic Site

Collateral
- Fulfillment
- Visitor Guide
- Premiums

Special Programs

Metrics/Research
- Smith Travel Research
- Update Destination Development Plan
Visa Vue

Funding shall cover operating and marketing expense forecast for the twelve-month period of this agreement and expenses including, but not limited to:

- Salaries, taxes and benefits;
- Rent and utilities; and
- Marketing initiatives targeted to domestic and international consumers and trade.

CVB may reallocate funding for initiatives as described in Section 1. CVB’s Scope of Work for the activities outlined by category in Exhibit B, attached hereto and incorporated herein.

Program Metrics

CVB shall use its best efforts to develop a process to obtain data and metrics for the programs outlined to the City Council at the May 13, 2021 City Council Study Session meeting. The CVB shall provide detailed information regarding CITY’s return-on-investment to CITY. CVB shall coordinate such information with the City Manager, CITY’s Marketing and Economic Sustainability Manager, and/or the City Manager’s designee. The information contained in the report as well as the design shall be mutually agreed upon in writing by CVB and CITY prior to the final report being produced.

Programming

Where applicable, CVB shall provide designs to 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 CVB. CVB shall not produce, fabricate, manufacture, or distribute advertising without prior CITY approval.

Quarterly Meetings

CVB shall coordinate four (4) quarterly meetings with the Beverly Hills City Council Liaisons CVB / Marketing Committee with the City Manager, Marketing and Economic Sustainability Manager, or the City Manager’s designee. The primary purpose of the meetings will be to review the projected revenue from the collected transient occupancy tax (hereinafter referred to “TOT”), the CVB’s work plan accomplishments year to date, and upcoming CVB proposed work plan items.
EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

CITY shall compensate CVB 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 Three Million Four Hundred Thirty Thousand Nine Hundred Ninety Dollars ($3,430,990). Funding received by CVB from CITY shall be spent as shown below. Any reallocation of funding between items, or for items not listed, shall comply with the requirements listed in Section 1. CVB’s Scope of Work of this Agreement.

<table>
<thead>
<tr>
<th>CVB FY 21/22 Work Plan</th>
<th>Domestic Marketing</th>
</tr>
</thead>
<tbody>
<tr>
<td>New York Sales Mission</td>
<td>$105,000</td>
</tr>
<tr>
<td>Destination Marketing</td>
<td>$1,300,000</td>
</tr>
<tr>
<td>Domestic Public Relations</td>
<td>$114,000</td>
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<tr>
<td>Meetings, Incentives, Conferences, and Exhibitions (MICE) Marketing</td>
<td>$75,000</td>
</tr>
<tr>
<td><strong>Domestic Marketing Sub-Total</strong></td>
<td><strong>$1,594,000</strong></td>
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<table>
<thead>
<tr>
<th>International Marketing</th>
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<tbody>
<tr>
<td>Sales Missions</td>
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<tr>
<td>Trade Shows</td>
</tr>
<tr>
<td>Representation</td>
</tr>
<tr>
<td>Tour Bus Incentive</td>
</tr>
<tr>
<td>Emerging Markets</td>
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<tr>
<td><strong>International Marketing Sub-Total</strong></td>
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<table>
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<tr>
<td>Database/eMail</td>
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<td>Search Engine Optimization (SEO) / Search Engine Marketing (SEM)</td>
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<td>Content</td>
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<tr>
<td>Acquisition</td>
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<tr>
<td>Domestic Site</td>
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<tr>
<td><strong>Digital/Interactive Sub-Total</strong></td>
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<tr>
<th>Collateral</th>
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<tbody>
<tr>
<td>Fulfillment</td>
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<tr>
<td>Visitor Guide</td>
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<td>Premiums</td>
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<td><strong>Collateral Sub-Total</strong></td>
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<td>Research Sub-Total</td>
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<table>
<thead>
<tr>
<th>Special Programs</th>
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<tbody>
<tr>
<td>Special Programs Sub-Total</td>
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</tbody>
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<table>
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<tr>
<th>Operational (Salaries, Taxes, Benefits, Rent Etc.)</th>
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<tbody>
<tr>
<td>Operational (Salaries, Taxes, Benefits, Rent Etc.) Sub-Total</td>
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</tbody>
</table>

<table>
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<tr>
<th>Visitor Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Merchandise/Display</td>
</tr>
<tr>
<td>Collateral</td>
</tr>
</tbody>
</table>

13
CVB shall submit an itemized statement to CITY for services as outlined in Exhibit A, which shall include documentation setting forth in detail a description of the services to be performed. CITY shall pay CVB in accordance with the Payment Schedule below:

<table>
<thead>
<tr>
<th>CVB Remits Invoice to CITY</th>
<th>CITY Issues Payment to CVB</th>
<th>Period Covered</th>
<th>Payment Amount</th>
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</thead>
<tbody>
<tr>
<td>July 1, 2021</td>
<td>July 22, 2021</td>
<td>July 1 – September 30</td>
<td>$857,748</td>
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<tr>
<td>September 2, 2021</td>
<td>September 23, 2021</td>
<td>October 1 – December 31</td>
<td>$857,747</td>
</tr>
<tr>
<td>December 2, 2021</td>
<td>December 23, 2021</td>
<td>January – March 31</td>
<td>$857,748</td>
</tr>
<tr>
<td>March 3, 2022</td>
<td>March 24, 2022</td>
<td>April 1 – June 30</td>
<td>$857,747</td>
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<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>Total</strong></td>
<td><strong>$3,430,990</strong></td>
</tr>
</tbody>
</table>

Should TOT revenue be estimated by the City’s Finance Director or his designee at a level different than what is adopted in CITY’s Fiscal Year 2021-2022 budget, and the CITY needs to adjust the amount of the payment listed in the table above for a particular Period, then CITY shall meet with CVB to discuss potential adjustments of the CVB’s Fiscal Year 2021-2022 Work Plan. This adjustment of payment may occur with forty-five days’ notice from CITY to CVB after a discussion occurs between the CVB’s Chief Executive Officer and the City Manager’s designee in order for an informed decision regarding work plan impacts. The discussion shall occur within a reasonable timeframe of the request being made by CITY to CVB.
EXHIBIT C

CVB POLICIES

CVB shall create, maintain, and amend the following policies utilizing guidance provided by CITY which may take the form of Administrative Regulations and/or other adopted CITY policies:

1) Financial Policy
2) New Business Procurement Policy
3) Travel Policy
4) Group Entertainment Policy
EXHIBIT D

CERTIFICATE OF INSURANCE

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

NAMED INSURED

COMPANIES AFFORDING COVERAGE

A.

ADDRESS

B.

C.

<table>
<thead>
<tr>
<th>COMPANY (A.B.C.)</th>
<th>COVERAGE</th>
<th>POLICY NUMBER</th>
<th>EXPIRATION DATE</th>
<th>B.I. LIMITS P.D.</th>
<th>AGGREGATE</th>
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<tbody>
<tr>
<td></td>
<td>AUTOMOBILE LIABILITY</td>
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<td></td>
<td>GENERAL LIABILITY</td>
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<tr>
<td></td>
<td>PRODUCTS/COMPLETED OPERATIONS</td>
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<td></td>
<td>BLANKET CONTRACTUAL</td>
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<tr>
<td></td>
<td>CVB'S PROTECTIVE</td>
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<td></td>
<td>PERSONAL INJURY</td>
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<td></td>
<td>EXCESS LIABILITY</td>
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<tr>
<td></td>
<td>WORKER'S COMPENSATION</td>
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</tbody>
</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: CVB 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, 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 CVB's officers, employees, agents or others employed by CVB while engaged by CVB in the performance 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

TITLE: ____________________________

AGENCY: ____________________________

ADDRESS: ____________________________

## Certificate Of Completion

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<td>Enveloped Stamping: Enabled</td>
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## Record Tracking

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<th>Holder: Cindy Owens</th>
<th>Location: DocuSign</th>
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<td><a href="mailto:cowens@beverlyhills.org">cowens@beverlyhills.org</a></td>
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## Signer Events

<table>
<thead>
<tr>
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<th>Timestamp</th>
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Electronic Record and Signature Disclosure: Not Offered via DocuSign

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<tr>
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Electronic Record and Signature Disclosure: Not Offered via DocuSign

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Electronic Record and Signature Disclosure: Not Offered via DocuSign

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Electronic Record and Signature Disclosure: Not Offered via DocuSign
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<td>RVP &amp; GM</td>
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<td>Cynthia L Owens</td>
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<tr>
<td>Policy &amp; Management Analyst</td>
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<td>City of Beverly Hills</td>
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<td>Signed: 6/28/2021 7:59:05 AM</td>
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<td>Robert Wunderlich</td>
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<td>Adrianne Tarazon</td>
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<td>Sent: 6/30/2021 6:16:32 PM</td>
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<tr>
<td><a href="mailto:atarazon@beverlyhills.org">atarazon@beverlyhills.org</a></td>
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<td>Dorina Mohan</td>
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<tr>
<td><a href="mailto:dmohan@beverlyhills.org">dmohan@beverlyhills.org</a></td>
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<tr>
<td>Jackie Perez</td>
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<tr>
<td><a href="mailto:jperez@beverlyhills.org">jperez@beverlyhills.org</a></td>
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<td>Jason Lawrence</td>
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<tr>
<td><a href="mailto:jlawrence@beverlyhills.org">jlawrence@beverlyhills.org</a></td>
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