



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

**CITY OF BEVERLY HILLS
455 North Rexford Drive
2nd Floor Municipal Gallery
Beverly Hills, CA 90210**

**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)**

**Monday, April 11, 2022
4:00 PM**

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 / Branding and Licensing 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) Request for Use of the City Shield by Alfred Coffee and Glossier
- 3) Discussion Regarding Current Use of the City Shield by the Beverly Hills Chamber of Commerce
- 4) Future Agenda Items

5) Adjournment

for 
Huma Ahmed
City Clerk

Posted: April 8, 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. City Hall, including the Municipal Gallery, is wheelchair accessible.

Item 2



CITY OF BEVERLY HILLS
POLICY AND MANAGEMENT

MEMORANDUM

TO: City Council Liaison/Branding and Licensing

FROM: Laura Biery, Marketing and Economic Sustainability Manager

DATE: April 11, 2022

SUBJECT: Request for Use of the City Shield by Alfred Coffee and Glossier

ATTACHMENT: N/A

INTRODUCTION

The City periodically receives inquiries about the use of the Beverly Hills shield. Alfred Coffee (a coffee retailer) and Glossier (a cosmetic brand) are requesting to use the Beverly Hills shield as part of “Alfred at Glossier Alley.” This item was previously scheduled for discussion at the Wednesday, April 6, 2022 City Council Liaison/ Branding and Licensing Committee meeting however due to time constraints it was not able to be heard that day.

DISCUSSION

Staff receives inquiries from individuals and businesses looking to use the Beverly Hills shield on products and merchandise. Additionally, when staff discovers brands are using the Beverly Hills shield or its likeness without prior permission, they are contacted to discuss either ceasing use or explore a possible license agreement if interested. It was discovered that Alfred at Glossier Alley had been using the likeness of the Beverly Hills shield on marketing imagery since December 2021. When staff discussed the use of the likeness of the shield with the representatives, a request to explore licensing of the shield was made. As such, they were referred to the City’s branding and licensing consultant, CMG Worldwide, to begin discussions regarding the licensing of the shield.

Founded in 2014, Glossier is a retail beauty brand specializing in skincare, makeup, body care, and fragrance. Glossier LA is located at 8523 Melrose Avenue in West Hollywood. Adjacent to the West Hollywood location is Alfred Coffee Shop which has been branded since December 2021 as “Alfred at Glossier Alley.” Customers can enjoy a unique Glossier Pink Latte branded by Alfred Coffee.

As part of the Alfred at Glossier Alley experience, the team has created several custom designs using the likeness of Beverly Hills shield including:

- cold cups
- hot cups
- coffee sleeves
- drink carriers
- aprons
- menu A-frame
- handle bags
- pastry bags
- napkins

The logo concept below is utilized on these various custom items:



CMG Worldwide has provided the following negotiated deal terms for the proposal:

Alfred at Glossier Alley Proposal	
<i>Term:</i>	5 years
<i>Fee:</i>	\$20,000 annually (to be paid quarterly and prorated back to December 2021 when the brand launched)
<i>Products:</i>	cold cups, hot cups, coffee sleeves, drink carriers, aprons, menu A-frame, handle bags, pastry bags, napkins
<i>Distribution Channels:</i>	Alfred at Glossier Alley Location at 8523 Melrose Avenue, West Hollywood, CA

It should be noted that while there is an Alfred coffee location in Beverly Hills (490 N. Beverly Drive, Beverly Hills), the co-partnership with Glossier using the shield is for the Glossier Alley location only.

FISCAL IMPACT

If the above proposed terms are accepted, the fiscal impact of the Alfred and Glossier license agreement would be an annual payment of \$20,000 (to be paid quarterly). The payments would be prorated back to December 2021 when the brand launched. The term for the agreement is 5 years and the fiscal impact over that term would be \$100,000.

RECOMMENDATION

It is recommended that the City Council Branding and Licensing Liaison Committee provide direction regarding use of the Beverly Hills Shield by Alfred and Glossier. If the terms above are agreed upon, an agreement may be drafted for review and approval by the full City Council at a future City Council meeting.

Item 3



CITY OF BEVERLY HILLS
POLICY AND MANAGEMENT

MEMORANDUM

TO: City Council Liaison/Branding and Licensing

FROM: Laura Biery, Marketing and Economic Sustainability Manager

DATE: April 11, 2022

SUBJECT: Discussion Regarding Current Use of the City Shield by the Beverly Hills Chamber of Commerce

ATTACHMENTS:

1. Proposal Deck from the Beverly Hills Chamber of Commerce
2. License Agreement with the Beverly Hills Chamber of Commerce Dated October 6, 2009

INTRODUCTION

The Beverly Hills Chamber of Commerce (Chamber) uses the City shield as part of its official Chamber logo. The Chamber has also created a Beverly Hills Chamber Member Business logo and is requesting additional uses for Chamber members with this logo.

DISCUSSION

The Chamber has had a long standing relationship with the City of Beverly Hills regarding the use of the City shield. Additionally, at one time, the Chamber was the lead organization for handling branding and licensing of the City shield on behalf of the City working directly with licensing agencies and brands. That role is no longer held by the Chamber and any brand referrals are directed to the City who in turn works with CMG Worldwide on brand license negotiations.

The Chamber's licensing agreement with the City expressly states the Chamber cannot sublicense the right to use the shield to a third party (e.g., its members). This is referenced in Section 5 of Attachment 2 to this report.

The Chamber is requesting the ability for members to use the Beverly Hills Chamber Member Business logo as outlined in Attachment 1 to this report and to update that section of the agreement.

Additionally, since the Chamber agreement has not been updated since 2009, staff and the City Attorney's office is recommending an updated license agreement be executed with the Chamber to enhance quality control of approval or disapproval of the City shield in a fair and balanced way, update the term of the agreement, and if desired by the Liaisons, amend the sublicense section as requested by the Chamber.

FISCAL IMPACT

There is no direct fiscal impact with reviewing this request as the current license agreement with the Chamber does not include a fee for use of the City shield.

RECOMMENDATION

It is recommended that the City Council Branding and Licensing Liaison Committee provide direction regarding use of the City shield by the Beverly Hills Chamber of Commerce. Based on direction received, a new agreement with the Beverly Hills Chamber of Commerce may be drafted for review and approval by the full City Council at a future City Council meeting.

Attachment 1

Beverly Hills Chamber of Commerce - Shield Usage on Member Logo -

Prepared March 2022



CHAMBER
— of —
COMMERCE

About the Member Business Logo

Historically, the Beverly Hills Shield has been displayed on the BHCC Member Business Logo, which reflects the BHCC Logo.

When a Member joins or renews, they are sent the logo to proudly display their involvement with the Chamber. All active members have access to this logo.

Members value displaying this badge because it boosts their credibility to the public, showcasing that they value community engagement.

The Member Business logo is updated on an annual basis to reflect the new fiscal year and to encourage member renewals. If a past member has an outdated logo displayed, the perceived credibility drops greatly.



CHAMBER
of
COMMERCE

2021-2022
MEMBER BUSINESS



CHAMBER
of
COMMERCE

2021-2022
MEMBER BUSINESS

Chamber Logo vs. Member Business Logo

The Chamber **generally does not permit** its members and partners to use its name or the Chamber logo for any use of promotion, for events, or on collateral.

Should you wish to request usage, extremely narrow and specific exceptions are made with formal written requests sent to the Marketing Department at least two weeks prior to date of requested use.

- Request must include: summary of where and when it will be used, a mock-up, name of printing company (if print) and other brands represented (if applicable).
- Requests are reviewed by the Chamber Executive Committee.

Note: The Chamber uses the Chamber logo on specific Chamber-partner or co-branded events such as: Hollywood Chamber and other Chamber partner events, First Thursdays, BOLD, and Just in Case.

Member Business Logo Guidelines

To uphold the brand image and set a standard for all Members, when a Member joins or renews, they are sent Logo Use Guidelines, shown on the next three slides.

Beverly Hills Chamber of Commerce Member Business Logo Usage Guidelines:

We are pleased on your interest in sharing your affiliation with the Chamber. Thank you for noting all of the following standards.

No modification: The logo may not be altered, combined with other marks, images, words, designs, symbols, or used in a misleading manner.

Endorsement: Don't display the logo in any manner that might imply an endorsement by the Chamber, or that can be reasonably interpreted to suggest that any content has been authorized by or represents the views or opinions of the Chamber or Chamber personnel.

Member Business Logo Guidelines

Beverly Hills Chamber of Commerce Member Business Logo Usage Guidelines (cont.):

Prominence: Don't display the logo as the primary or most prominent feature on your web page or in any non-Chamber materials.

Disparagement: Do not use the logo in a manner that would disparage the Chamber or its products or services.

Violation of Law: Don't display the logo on any web site that contains or displays adult content, promotes gambling, involves the sale of tobacco or alcohol to persons under twenty-one years of age, or otherwise violates any law or regulation.

Objectionable Use: Don't display the logo in a manner that is in the Chamber's sole opinion misleading, unfair, defamatory, infringing, libelous, disparaging, obscene or otherwise objectionable to the Chamber.

Member Business Logo Guidelines

Beverly Hills Chamber of Commerce Member Business Logo Usage Guidelines (cont.):

Termination: The Chamber may ask you to stop using the logo at any time. You agree to stop using the logo within a reasonable period of the Chamber's request, but in no situation, more than seven (7) days after the Chamber's request.

When selecting a logo for collateral, use the most appropriate color option for the materials and colors.

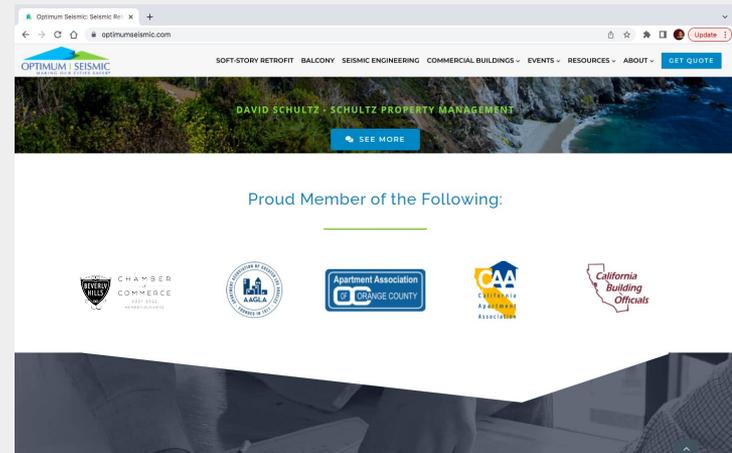
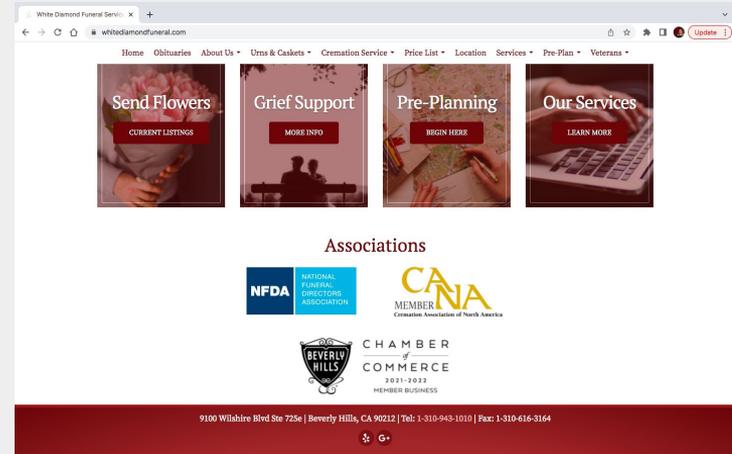
Do: Always ensure legibility | Use the logo on large swatches of negative space, black or white is preferred | Choose an approved logo color (black, white or gold preferred) that will stand out against imagery and adjust image behind logo to ensure proper contrast & legibility

Don't: Use the logo over complex images | Change the font, font sizes, or aspect ratio of the approved logos | Outline the logo or the logo fonts

Samples

The logo is typically displayed on Member webpages.

It has also been used on pamphlets, brochures and various other promotional collateral.



Use of the Shield

The Chamber is requesting use of the Shield on the Member Business Logo and the Member use of this logo because of the great benefit it provides to the many Members of the Chamber.

Attachment 2

LICENSE AGREEMENT

This permission agreement (the "Agreement"), is between City of Beverly Hills ("Licensor") and Beverly Hills Chamber of Commerce and Civic Association, a non-profit corporation ("Licensee").

RECITALS

WHEREAS, Licensor is the sole and exclusive owner of the **BEVERLY HILLS SHIELD DESIGN** trademark (the "Property") as set forth in Exhibit A;

WHEREAS, Licensee desires to obtain from Licensor a non-exclusive license to use the Property in the manner set forth herein in connection with the marketing, promotion and advertising of the Licensee.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals and the mutual promises and undertakings contained herein and for other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties, each intending to be legally bound hereby, hereby promise and mutually agree as follows:

1. License.

a. Licensor hereby grants to Licensee for the term of this Agreement the non-exclusive, limited, non-transferable right and limited license to use the Property solely as follows:

i. For use by the Licensee for its business purposes as follows: display, publish or otherwise use the Property on stationary, business cards, note cards, press releases, postcards, marketing materials, advertisements, welcome signs, media banners, publications (i.e. Beverly Hills Business Directory, etc.) and other similar written material and for use on electronic media uses such as Licensee's website, videos, CDs and DVDs for use solely in connection with the marketing, promotion and advertising of the Licensee, its programs (i.e. Economic Development Council, Government Affairs, etc.).

ii. For use by the Licensee for promotion of the City and City's business community as follows: display, publish or otherwise use the Property on brochures published solely by and for use by the Licensee in connection with the marketing and promoting of the City and its business community. Licensee shall not provide the Property for use on brochures published by other entities not in conjunction with Licensee nor shall Licensee provide the Property to third parties for their own use on brochures or other written material published or displayed by those third parties.

b. Licensee represents and warrants that it will not harm or misuse the Property or bring the Property into disrepute

c. This license shall pertain only to the use of the Property as described in Section 1a above and does not extend to any other trademark, product or service. Licensee shall not use the Property in any other manner or for any other purpose.

d. Licensee shall not modify or change the property without the prior written consent of City.

e. License shall not use any colorable imitation of the Property, or any variant for of the Property.

f. License shall not be entitled to sublicense any of its rights under this Agreement, including the sublicense of the Property to anyone else for any purpose, except as permitted pursuant to the terms of Agreement No. 86-07, or any successor agreement, between the Licensor and Licensee.

g. Upon termination of this Agreement, Licensee shall discontinue all use of the Property and shall not use it again in any manner whatsoever.

h. Licensee shall not file applications or seek registration with the PTO or anywhere in the world for or use of the Property (or any variant, colorable imitation, translation and/or simulation) in connection with any goods and/or services which are not the subject of a license agreement with the City. This shall be evidenced by a written agreement between the Chamber and City in a form provided by the City.

2. Term. This Agreement shall be in full force and effect commencing on the effective date of this Agreement and shall extend for a period of one year ("initial term) unless extended or terminated as provided herein. Thirty days prior to the end of the initial term licensee may request that this Agreement be renewed for a successive one-year period. The City Manager or his desinee, with prior approval of the Council Committee for Branding and Licensing, shall have the authority to renew this Agreement in one-year increments for up to an additional four years if no revisions are made to the Agreement.

3. Termination. Licensor shall have the right to terminate this Agreement within 30 days with or without cause upon written notice. In addition, Licensor shall have the right to terminate this Agreement immediately effective upon the telefaxing of written notice to Licensee, at the telefax number set forth below, without prejudice to any rights it may have, whether pursuant to the provisions of this Agreement, in law, in equity, or otherwise, upon the occurrence of any one or more of the following events:

a. Licensee fails to perform any of its material obligations provided for in this Agreement and fails to cure any such material breach within ten (10) days of its receipt of written notice regarding said breach from Licensor, provided, however, that once Licensor has provided Licensee with three (3) such notices, it may terminate this Agreement without providing such opportunity to cure; or

b. Licensee is unable to pay its debts when due, or makes any assignment for the benefit of creditors, or files any petition under the bankruptcy or insolvency laws of any jurisdiction, county or place, or has a receiver or trustee appointed for its business or property, or

is adjudicated bankrupt or insolvent, or has substantially all of its assets seized or attached or is liquidated or dissolved.

4. Trademark Notice. Licensee warrants that it will provide a legally sufficient trademark notice in connection with each use of the Property authorized by this Agreement by causing the letters TM to be imprinted prominently, indelibly, and legibly, directly after the Property each time the Property is used as authorized in Section 1a above together with the following statement: "The **BEVERLY HILLS SHIELD DESIGN** is a trademark of the City of Beverly Hills." Upon written notice of federal registration of the Property by Licensor, the Licensee shall immediately begin to use the ® designation.

5. No Right to Assign. The license hereby granted is and shall be personal to the Licensee. Neither this Agreement nor any interests herein may be sublicensed, transferred, directly or indirectly, or assigned by Licensee, in whole or in part, by law or otherwise, without the prior written consent of Licensor and any attempt to sublicense, assign or otherwise transfer such rights shall be null and void.

6. Ownership Rights. Any and all rights in and to the Property which are not expressly granted to Licensee are hereby reserved by Licensor. Licensee acknowledges Licensor's exclusive rights in the Property and further acknowledges that the Property is famous, unique and original and that Licensor is the owner thereof. Licensee acknowledges the value, goodwill and rights of Licensor in the Property. Licensee agrees that the Property is, and shall remain, the property of Licensor and that Licensee obtains no right, title, or interest in or to the Property except for the limited rights set forth in this Agreement. Licensee waives all claim of and to ownership of any rights in the Property and agrees that it shall not at any time dispute or contest, directly or indirectly, Licensor's ownership of the Property, Licensor's exclusive right and title to the Property and right to use the Property, or the validity of the Property, nor shall Licensee assist others in doing so.

7. Indemnification. Licensee will indemnify, defend and hold harmless Licensor, and each of its officers, employees, elected and appointed officials, attorneys, agents, and representatives from and against any and all claims, losses, damages, causes of action, liabilities, costs and expenses (including, without limitation, reasonable legal expenses and attorneys' fees) resulting from, arising from or out of, or in any way related to the use of the Property as set forth herein (including, but not limited to, any actions based on false or misleading advertising), Licensee's use of the Property in any manner not authorized by this Agreement, and/or any other acts or omissions of Licensee which are not expressly authorized by this Agreement.

8. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all previous negotiations and agreements, oral or written, with respect thereto. No representation, promise, inducement, statement or intention has been made by any parties hereto that is not embodied

herein, and no party shall be bound or liable for any alleged representation, promise, inducement, or statement not set forth herein. There are no representations, warranties, promises, covenants or understandings other than those contained herein.

9. Survival. The provisions of Sections 5 and 6 of this Agreement shall survive any expiration or termination of this Agreement.

10. Modifications. This Agreement may be modified, amended, superseded, or cancelled only by a written instrument signed by both of the parties hereto, and any of the terms, covenants, representations, warranties or conditions hereto may be waived only by a written instrument executed by the party to be bound by any such waiver.

11. Attorneys' Fees. In the event of any dispute between the parties hereto arising out of the subject matter of this Agreement, the out-of-pocket costs, expenses, and reasonable attorneys' fees of the prevailing party incurred in resolving, settling or litigating the dispute shall be paid by the other party in addition to any other relief or damages to which the prevailing party may be entitled.

12. Jurisdiction and Disputes. This Agreement shall be governed by the laws of the State of California. All disputes under this Agreement shall be resolved by the courts of the State of California, including the United States District Court for the Central District of California, and the parties consent to the jurisdiction of such courts, agree to accept service of process by mail, and hereby waive any jurisdiction or venue defenses otherwise available to them.

13. Counterparts. This Agreement may be executed and delivered in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

14. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given (i) if delivered personally or sent by facsimile transmission (confirmed electronically), on the date given, (ii) if delivered by a courier express delivery service, on the date of delivery, or (iii) if by certified or registered mail, postage prepaid, return receipt requested, seven (7) days after mailing, to the parties addressed as follows, or to such other addresses as such party may designate by written notice in the manner provided herein:

If to Licensor:

Alison Maxwell
Director of Economic Development & Marketing
City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, California 90210-4817
FAX: (310) 285-1056

With a copy to:

Larry Wiener, Esq.
City Attorney
City of Beverly Hills
455 North Rexford Drive
Beverly Hills, CA 90210-4817
FAX: (310) 285-1056

If to Licensee:

Daniel Walsh, Executive Director
Beverly Hill Chamber of Commerce and Civic Association
239 South Beverly Drive
Beverly Hills, California 90212
FAX: (310) 248-1020

15. Non-Waiver. The waiver, express or implied, by any of the parties hereto of any right hereunder or with respect to any failure to perform or breach hereof by the other party hereto, shall not constitute or be deemed a waiver of any other right hereunder or of any other failure to perform or breach hereof by any such other party hereto, whether of a similar or dissimilar nature thereto.

16. No Agency or Joint Venture. The parties hereto understand and agree that this Agreement does not make them an agent or legal representative of each other for any purpose whatsoever, and that no partnership, franchise or joint venture is intended to be created hereby. No party hereto is granted, by this Agreement or otherwise, any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the other party hereto, or to bind the other party hereto in any manner whatsoever.

17. Authority. Each party hereto represents and warrants that its execution, delivery and performance of this Agreement has been duly and validly authorized, and that this Agreement is binding upon and enforceable against such party in accordance with the terms hereof.

18. Effective Date. The effective date of this Agreement is October 4, 2008.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have each caused this Agreement to be signed in its name by a duly authorized officer or representative thereof.

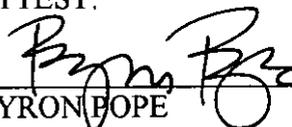
EXECUTED this 6th day of October, 2009, in the City of Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation



NANCY KRASNE
Mayor of the City of Beverly Hills

ATTEST:



BYRON POPE (SEAL)
City Clerk

BEVERLY HILLS CHAMBER OF
COMMERCE AND CIVIC
ASSOCIATION:

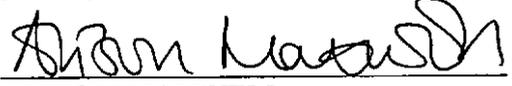

DANIEL WALSH
Executive Director


Name:
Title: Pres & CEO

APPROVED AS TO FORM:


LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:


ALISON MAXWELL,
Director of Economic Development
& Marketing

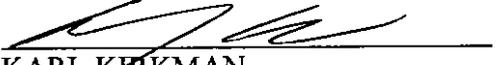

KARL KIRKMAN
Risk Manager

EXHIBIT A

[Depiction of Shield]



BEVERLY HILLS
CHAMBER OF
COMMERCE

*Expertise • Presence
Relationships*



BEVERLY HILLS
CHAMBER OF
COMMERCE

Expertise • Presence • Relationships

City of Beverly Hills Shield Design

