

CONTRACT FOR TEMPORARY FILM PERMIT PILOT PROGRAM

This Contract for Temporary Film Permit Pilot Program (“Contract”) is dated November 18, 2025 (“Effective Date”) by and between FilmLA (“FilmLA”), a California non- profit public benefit corporation, on the one hand, and the City of Manhattan Beach, a California municipal corporation (“City”), on the other hand. FilmLA and City are sometimes referred to as the “Parties”, and individually as a “Party.”

RECITALS

WHEREAS, since 1995, FilmLA has been engaged in providing various services in connection with the review, evaluation and handling of requests for permits to conduct on-location filming activities, including recommending some conditions on which municipalities may decide to grant permission for filming activities to take place, as well as various other services relating to such filming activities and a city’s issuance of permits for such activities; and

WHEREAS, FilmLA has developed specialized expertise as a result of its extensive experience providing the services described in the preceding paragraph; and

WHEREAS, City desires to engage FilmLA to provide, and FilmLA desires to provide for City, a pilot program to provide temporary film permit services described on Exhibit 1 to this Contract in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in light of the foregoing and in consideration of the covenants, representations, and agreements set forth in this Contract and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

1. Definitions. For purposes of this Contract, the following terms shall have the indicated meanings:

- a. “Business days” means days Manhattan Beach City Hall is open for business.
- b. “City Fees” means the fees earned by City relating to on-location filming in City, including, but not limited to, film permit issuance fees, fees charged by City departments for services provided to entertainment industry companies, fees charged by City departments for use of City-owned or controlled property, and clean up/repair deposits imposed when an “Permittee” works on City-owned or controlled property.
- c. “Permittee” means any person or organization that obtains through FilmLA a permit from City for on-location filming activities to be conducted within City.
- d. “Permit Authority” means the City’s designated department and/or person who is authorized to release film permits on behalf of City.

- 2. Term of the Contract.** The term of this Contract shall be from January 1, 2026, to and including December 31, 2026, unless terminated earlier in accordance with the provisions of this Contract (the “Term”).
- 3. FilmLA Services.** City hereby engages FilmLA to provide the temporary film permit pilot program described in Exhibit 1 “Scope of Services” (the “Services”) during the Term and to be City’s exclusive provider of such Services during the Term in connection with all on-location filming activities within the City (including, without limitation, the coordination of all permits for such on-location filming activities on behalf of City).
- 4. Contract Administration.** The representative for City in the administration of this Contract is the Director of Parks and Recreation of City (the “City Administrator”), as may be modified from time to time by written notice to FilmLA, and shall have authority to act for City in the administration of this contract, consistent with the provisions contained herein. The representative for FilmLA in the administration of this Contract is the _____ of FilmLA (the “FilmLA Administrator”). The FilmLA Administrator shall directly manage FilmLA’s Services under this Contract. FilmLA shall not change the FilmLA Administrator without City’s prior written consent.
- 5. Availability of Permit Records.** City permits and other records relating to requests for and issuance of City permits shall be made available to the City Administrator within a reasonable time of City’s request therefore.

6. Information and Documents.

- a. FilmLA covenants that all data, reports, documents, discussion, or other information (collectively “Data”) developed or received by FilmLA or provided for performance of this Contract are deemed confidential and shall not be disclosed or released by FilmLA without prior written authorization by City. City shall grant such authorization if the California Public Records Act (Gov. Code § 7922.000 et seq.) or other applicable law requires disclosure. FilmLA, its officers, employees, agents, or subcontractors shall not without written authorization from the City Manager or unless requested in writing by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Contract within the City. A response to a subpoena or court order shall not be considered “voluntary,” provided FilmLA gives City notice of such court order or subpoena.
- b. FilmLA shall promptly notify City should FilmLA, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Contract and the work performed thereunder or with respect to any project or property located within the City. City may, but has no obligation to, represent FilmLA or be present at any deposition, hearing or similar proceeding.

FilmLA agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by FilmLA. However, City's right to review any such response does not imply or mean the right by City to control, direct or rewrite the response.

- c. All Data required to be furnished to City in connection with this Contract shall become City's property, and City may use all or any portion of the Data submitted by FilmLA as City deems appropriate. Upon completion of, or in the event of termination or suspension of this Contract, all original documents, designs, drawings, maps, models, computer files containing data generated for the Services, surveys, notes, and other documents prepared in the course of providing the Services shall become City's sole property and may be used, reused or otherwise disposed of by City without FilmLA's permission. FilmLA may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by FilmLA.
- d. FilmLA's covenants under this Section shall survive the expiration or termination of this Contract.

- 7. **Reporting Requirements.** During the term of this Contract, FilmLA shall submit to the City Administrator reports and documentation as described in Exhibit 2 ("Reporting Requirements"). The reports shall be in a standard format provided by FilmLA, unless FilmLA and the City Administrator mutually agree to an alternative format.

8. City Fees.

- a. With respect to each permit requested by an Permittee for on-location filming activity, the following process shall apply:
 - i. City (or one or more departments thereof, as applicable) shall provide, at FilmLA's request, a list of City's Fees required to be paid to City in connection with such proposed on-location filming activity (the "Estimated Fees");
 - ii. City will provide FilmLA with a minimum 45 days advance written notice of any changes in City's fees. If such advance notice is not received with the minimum 45 days, FilmLA will not be liable to pay any additional fee amount and FilmLA will use best efforts to implement the undisclosed fee changes for the next billing cycle.
 - iii. FilmLA shall have the right, to release a permit for such on-location filming activity on City's behalf after City's Permit Authority has approved the on-location filming activity, and FilmLA is entitled to collect, prior to release of such permit, all Fees, including Estimated Fees, for such filming activity from such Permittee.

- b. FilmLA shall at all times maintain a cash balance at least equal to the seasonally adjusted average monthly City payment during the prior fiscal year. FilmLA shall maintain as part of the general ledger in its accounting system a separate line item for the Fees collected by FilmLA on behalf of City.
- c. City shall send FilmLA a monthly invoice for the actual City Fees that FilmLA is obligated to pay City in the aggregate with respect to all on-location filming activities completed within City for such calendar month no later than 30 calendar days following the last calendar day of the month fees were incurred (collectively, the “Actual City Fees”).
- d. FilmLA shall pay in U.S. currency the Actual City Fees owed to City within sixty (60) calendar days from the last calendar day of the month the invoice is received by FilmLA. If FilmLA fails to pay such City Fees within such sixty (60) calendar days from the last calendar day of the month the invoice was received, any such unpaid City Fees shall be considered delinquent and subject to a penalty of 1% of the delinquent amount. If any such City Fees remains unpaid for more than 120 calendar days from the end of the month the invoice is received by Film LA, the delinquent fees and penalties shall also be subject to interest charges at the statutory legal rate of interest. Moreover, such interest on delinquent fees and penalties shall accrue from the date of invoice.

9. FilmLA Fees. FilmLA may charge its Permittees a fee for any service FilmLA provides in connection with this Contract. However, FilmLA shall receive no monetary compensation from City for the services performed in connection with this Contract. Notwithstanding the foregoing, FilmLA shall be entitled to compensation for services requested by City that are beyond the scope of services in this Contract.

- a. **Customer Invoicing and Discounts.** FilmLA may invoice fees to its Permittees as one or more separate charges. These fees may be identified as an “application fee”, “service charge”, “transaction fee”, or any other reasonable description. FilmLA may offer its Permittees a discount for the purpose of inducing payment by cash, check or other means not involving use of a credit card, provided that FilmLA does not deduct the discount from any City Fees required to be remitted to the City. In the alternative, if permitted by law, FilmLA may charge a surcharge to those customers who elect to pay by credit card.

10. Independent Contractor. FilmLA is, and shall at all times remain as to City, a wholly independent contractor. FilmLA shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of FilmLA or any of FilmLA’s employees, except as set forth in this Contract. FilmLA shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City.

11. Conflicts of Interest. FilmLA 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 Services contemplated by this Contract. FilmLA and its officers,

employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to FilmLA's Services under this Contract, including the Political Reform Act (Gov. Code § 81000, et seq.) and Government Code Section 1090. During the term of this Contract, FilmLA may perform similar Services for other clients, but FilmLA and its officers, employees, associates and subcontractors shall not, without the City Representative's prior written approval, perform work for another person or entity for whom FilmLA is not currently performing work that would require FilmLA or one of its officers, employees, associates or subcontractors to abstain from a decision under this Contract pursuant to a conflict of interest statute. FilmLA shall incorporate a clause substantially similar to this Section into any subcontract that FilmLA executes in connection with the performance of this Contract.

12. Insurance.

- a. Minimum scope and Limits of Insurance. During the term of this Contract, FilmLA shall provide, carry, maintain and keep in full force and effect, at its sole cost and expense, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the FilmLA, their agents, representatives, employees or subcontractor/vendors. Scope of insurance shall include:
 - i. Commercial General Liability Insurance:
Minimum Limits: \$2,000,000 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$2,000,000.00 per project or location. If FilmLA is a limited liability company, the commercial general liability coverage shall be amended so that FilmLA and its officers, directors, managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.
 - ii. Commercial Professional Liability/Errors and Omissions Insurance:
Minimum Limits: \$2,000,000 per claim and in aggregate.
 - iii. Automobile Liability Insurance:
Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Contract with a combined single limit of \$1,000,000 per accident for bodily injury and property damage. If FilmLA does not use any owned, non-owned or hired vehicles in the performance of Services under this Contract, FilmLA shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph (a)(i) of this Section 12.
 - iv. Worker's Compensation
Worker's Compensation as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000 per accident for bodily injury or disease.

- b. Acceptability of Insurers. The insurance policies required under this Section shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self insurance shall not be considered to comply with the insurance requirements under this Section.
- c. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming City and its elected and appointed officials, officers, employees, agents and volunteers as additional insureds. This provision shall also apply to any excess/umbrella liability policies.
- d. Primary and Non-Contributing. The insurance policies required under this Section shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its elected and appointed officials, officers, employees, agents or volunteers, shall be in excess of FilmLA's insurance and shall not contribute with it.
- e. FilmLA's Waiver of Subrogation. The insurance policies required under this Section shall not prohibit FilmLA and FilmLA's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. FilmLA hereby waives all rights of subrogation against City.
- f. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, FilmLA shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or FilmLA shall procure a bond guaranteeing payment of losses and expenses.
- g. Cancellations or Modifications to Coverage. FilmLA shall not cancel, reduce or otherwise modify the insurance policies required by this Section during the term of this Contract. The commercial general and automobile liability policies required under this Contract shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Section is canceled or reduced in coverage or limits, FilmLA shall, within two Business Days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.
- h. City Remedy for Noncompliance. If FilmLA does not maintain the policies of insurance required under this Section in full force and effect during the term of this Contract, or in the event any of FilmLA's policies do not comply with the requirements under this Section, City may either immediately terminate this Contract or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at FilmLA's expense, the premium thereon. FilmLA shall promptly reimburse City for any premium paid

by City or City may withhold amounts sufficient to pay the premiums from payments due to FilmLA.

- i. Evidence of Insurance. Prior to the performance of Services under this Contract, FilmLA shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section. The endorsements are subject to City's approval. FilmLA may provide complete, certified copies of all required insurance policies to City. FilmLA shall maintain current endorsements on file with City's Risk Manager. FilmLA shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Contract have been renewed or replaced with other policies providing at least the same coverage. FilmLA shall furnish such proof at least two weeks prior to the expiration of the coverages.
- j. Indemnity Requirements not Limiting. Procurement of insurance by FilmLA shall not be construed as a limitation of FilmLA's liability or as full performance of FilmLA's duty to indemnify City under Section 15 of this Contract.
- k. Subcontractor Insurance Requirements. FilmLA shall require each of its subcontractors that perform Services under this Contract to maintain insurance coverage that meets all of the requirements of this Section.
- l. If City's insurance requirements exceed the customary coverages and limits carried by FilmLA, City will be responsible for paying the additional cost of adding coverages and/or increasing limits, if any. If during the term of this Contract City requires FilmLA to change the amounts and types of insurance required hereunder, City shall give FilmLA 90 days advance written notice of such change.

13. Records and Inspections. FilmLA shall maintain complete and accurate records with respect to time, costs, expenses, receipts, correspondence, and other such information required by City that relate to the performance of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. FilmLA shall provide free access to City, its designees and representatives at reasonable times, and shall allow City to examine and audit the books and records, to make transcripts therefrom as necessary, and to inspect all work, data, documents, proceedings and activities related to this Contract. Such records, together with supporting documents, shall be maintained for a period of three years after receipt of final payment.

14. Termination.

- a. Either of the Parties to this Contract may terminate this Contract by giving 120 days written notice to the other party. The termination will be effective 120 days after the other party receives the written notice. City Administrator is

empowered to give such termination notice on behalf of City only if authorized by formal action of the City Council of City; and, if so authorized, FilmLA shall be entitled to rely on such termination notice.

- b. Notwithstanding Subsection (a), City may immediately suspend this Contract upon the lapse of FilmLA's insurance coverage required herein. If FilmLA has not cured the lapse of insurance within ten days, City may immediately terminate this Contract. Notice of suspension may be issued by the City Administrator.
- c. Notwithstanding Subsection (a), if either of the Parties materially breaches this Contract, the party aggrieved by such breach may terminate this Contract, which termination shall be without prejudice to any other rights or claims the aggrieved party may have against the breaching party, by giving written notice of such termination to the other party not less than 45 days prior to the effective date of such termination; provided, however, that if the breaching party cures or remedies the breach within such 45-day period to the reasonable satisfaction of the aggrieved party, the aggrieved party may not terminate this Contract under this provision due to the cured or remedied breach.
- d. Obligations upon Termination. FilmLA shall cease all work under this Contract on or before the effective date of termination specified in the notice of termination, except as otherwise provided in said termination notice. In the event of City's termination of this Contract due to no fault or failure of performance by FilmLA, City shall pay FilmLA based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall FilmLA be entitled to receive more than the amount that would be paid to FilmLA for the full performance of the Services required by this Contract. FilmLA shall have no other claim against City by reason of such termination, including any claim for compensation.

15. Indemnification.

- a. Indemnification by City. City shall indemnify and hold harmless, but not defend, FilmLA, its employees and directors (collectively "FilmLA Indemnitees" in this Section 15) from any and all costs, expenses, damages, judgments and liabilities (including reasonable attorneys' fees and costs) incurred by or rendered against FilmLA Indemnitees in any third party claim made or lawsuit brought (collectively "Claims") but only to the extent such Claims arose out of the City's breach of the terms of this Agreement or the negligence or willful misconduct of City, its elected or appointed officers, officials, agents, employees or those City agents serving as independent contractors in the role of City officials, as determined by final arbitration, court judgment or agreement of the Parties; and provided further, nothing in this Agreement shall require City to indemnify or hold harmless FilmLA Indemnitees for (i) any punitive or exemplary damages sought or awarded against FilmLA Indemnitees or any of them, or (ii) any Claims

that arose out of the sole negligence or willful misconduct of FilmLA Indemnitees or any of them.

- b. **Indemnification by FilmLA.** FilmLA shall indemnify and hold harmless, but not defend, City, its elected or appointed officers, officials, agents, employees and those City agents serving as independent contractors in the role of City officials (collectively “City Indemnitees” in this Section 15), from any and all costs, expenses, damages, judgments and liabilities (including reasonable attorneys’ fees and costs) incurred by or rendered against in any third party claim made or lawsuit brought (collectively “Liabilities”) but only to the extent such Liabilities arose out of FilmLA’s breach of the terms of this Agreement or the negligence or willful misconduct of FilmLA or any of the other FilmLA Indemnitees; and provided further, nothing in this Agreement shall require FilmLA to indemnify or hold harmless City Indemnitees for (i) any punitive or exemplary damages or any Claims for punitive or exemplary damages sought or awarded against City Indemnitees or any of them, or (ii) any Liabilities that arose out of the sole negligence or willful misconduct of City Indemnitees or any of them.
- c. Each Party’s indemnifications and obligations under this Section shall survive the expiration or termination of this Contract.

16. Further Assurances. At FilmLA’s reasonable request, City shall execute, acknowledge and deliver to FilmLA any and all additional documents consistent herewith that FilmLA may reasonably deem necessary to evidence and effectuate any and all of FilmLA’s rights under this Contract.

17. Notices. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Contract shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during FilmLA’s and City’s regular business hours, or (c) three Business Days after deposit in the United States mail, by first class mail, postage prepaid, personal delivery or by electronic mail and addressed to the Party to be notified as follows:

If to FilmLA, at the following street and/or e-mail address:

Attn: Denise Gutchess, CEO

Radford Studio Center, Bungalow 20

4024 Radford Ave.

Studio City, CA 91604

[E-mail: dgutchess@filmla.com](mailto:dgutchess@filmla.com)

If to City, at the following street and/or e-mail address:

City of Manhattan Beach Attn: Linda Robb
1400 Highland Avenue Manhattan Beach,
California 90266

E-mail: lrobb@manhattanbeach.gov

With a courtesy copy to:

Quinn M. Barrow, City Attorney
1400 Highland Avenue
Manhattan Beach, California 90266
Telephone: (310) 802-5061
E-mail: qbarrow@rwglaw.com

If delivered personally or by electronic mail, the notice shall be deemed delivered on the date it is actually left at the designated address or is sent electronically. If delivered by first class mail, the notice shall be deemed delivered on the fourth business day after it is deposited in the mail. Any change in the physical or electronic mail address for notices must be given in writing to the persons listed in this Section 14. and shall be confirmed.

18. Non-Discrimination and Equal Employment Opportunity. In the performance of this Contract, FilmLA shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. FilmLA will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation. FilmLA further covenants that in the performance of this Contract, FilmLA shall not discriminate, harass or retaliate against any of City's elected or appointed officials, officers, employees, servants, consultants, contractors, subcontractors, or subconsultants, against any applicant of a film permit, or any Permittee on any such basis prohibited by law.

19. Prohibition of Assignment and Delegation. FilmLA shall not assign any of its rights or delegate any of its duties under this Contract, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Contract shall not release FilmLA from any of its obligations or alter any of its primary obligations to be performed under this Contract. Any attempted assignment or delegation in violation of this Section shall be void and of no effect and shall entitle City to terminate this Contract. As used in this Section, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Contract to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

20. Mutual Cooperation.

- a. City's Cooperation. City shall provide FilmLA with all pertinent Data, documents and other requested information as is reasonably available for FilmLA's proper performance of the Services required under this Contract.
- b. FilmLA's Cooperation. FilmLA shall provide City with all pertinent Data, documents and other requested information as is reasonably available for City's proper performance of the Services required under this Contract. In the event any claim or action is brought against City relating to FilmLA's performance of the Services rendered under this Contract, FilmLA shall render any reasonable assistance that City requires.

21. Severability. The invalidity in whole or in part of any provision of this Contract shall not void or affect the validity of any other provision.

22. Governing Law and Choice of Forum. This Contract shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law rules; and further, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Contract. Any dispute that arises under or relates to this Contract (whether contract, tort or both) shall be resolved in a superior court with geographic jurisdiction over the City of Manhattan Beach.

23. Corrections. In addition to the above indemnification obligations, FilmLA shall correct, at its expense, all errors in the work which may be disclosed during City's review of FilmLA's report or plans. Should FilmLA fail to make such correction in a reasonably timely manner, such correction may be made by City, and the cost thereof shall be charged to FilmLA. In addition to all other available remedies, City may deduct the cost of such correction from any retention amount held by City or may withhold payment otherwise owed FilmLA under this Contract up to the amount of the cost of correction.

24. Merger, Modification. This Contract contains the entire agreement of the Parties concerning the subject matter hereof and supersedes and replaces all prior negotiations, discussions, representations, assurances, understandings and agreements, written and oral. FilmLA and City respectively acknowledge that no other party, and no representative of any other party, has made any promises, representations, assurances or warranties whatsoever, express or implied, not contained herein to induce the entry into or performance of this Contract. Each of the Parties further acknowledges that it has not entered into or undertaken to perform this Contract in reliance on any promises, representations, assurances or warranties not expressly set forth herein. No waiver, amendment or modification of any of the provisions hereof shall be of any force or effect unless contained in writing signed by FilmLA and City.

25. Waiver, Remedies. The failure of either of the Parties to enforce any provision of this Contract shall not be construed as a waiver of any such provision, or prevent such party from thereafter enforcing such provision or any other provision of this Contract. No waiver of any breach, any failure of a condition, or any right or remedy under this Contract shall be (a) effective unless it is in writing and signed by the Party making the waiver, (b) deemed to

be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (c) deemed to constitute a continuing waiver unless the writing expressly so states. The rights and remedies granted the Parties herein are cumulative, and the election of one right or remedy shall not constitute a waiver of such party's right to pursue all other legal remedies available under this Contract or otherwise provided by law.

- 26. Force Majeure.** FilmLA's and City's duties and obligations under this Contract shall be immediately suspended without notice during all periods that the City is closed because of force majeure events including, but not limited to, any fire, act of God, war, governmental action, act of terrorism, pandemic, epidemic, or any other event beyond FilmLA's or City's control. If such an event occurs, FilmLA and City's duties and obligations under this Contract shall be suspended until such time as FilmLA and City, in its sole discretion, may safely reopen business.
- 27. Exhibits.** Exhibits 1 and 2 constitute a part of this Contract and are incorporated into this Contract by this reference. If any inconsistency exists or arises between a provision of this Contract and a provision of any exhibit, or between a provision of this Contract and a provision of FilmLA's proposal, the provisions of this Contract shall control.
- 28. Headings.** The headings in this Contract are included solely for convenience of reference and shall not affect the interpretation of any provision of this Contract or any of the rights or obligations of the Parties to this Contract.
- 29. Word Usage.** Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.
- 30. Time of the Essence.** Time is of the essence in respect to all provisions of this Contract that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Contract.
- 31. Attorneys' Fees.** In any litigation or other proceeding by which a Party seeks to enforce its rights under this Contract (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Contract, the prevailing Party shall be entitled to recover all attorneys' fees, experts' fees, and other costs actually incurred in connection with such litigation or other proceeding, in addition to all other relief to which that Party may be entitled.
- 32. Counterparts.** This Contract may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.
- 33. Corporate Authority.** Each person executing this Contract on behalf of his or her Party warrants that he or she is duly authorized to execute this Contract on behalf of that Party and that by such execution, that Party is formally bound to the provisions of this Contract.

[SIGNATURE PAGE FOLLOWS]

The Parties, through their duly authorized representatives are signing this Contract on the date stated in the introductory clause.

City:

City of Manhattan Beach,
a California municipal corporation

FilmLA:

FilmLA,
a California non-profit public benefit
corporation

By: _____

Name: Talyn Mirzakhanian
Title: City Manager
Date:

By: _____

Name: Denise Gutchess
Title: CEO
Date:

ATTEST:

By: _____

Name: Liza Tamura
Title: City Clerk
Date:

APPROVED AS TO FORM:

By: _____

Name: Quinn M. Barrow
Title: City Attorney
Date:

APPROVED AS TO FISCAL IMPACT:

By: _____

Name: Libby Bretthauer
Title: Finance Director
Date:

APPROVED AS TO CONTENT:

By: _____

Name: Mark Leyman
Title: Parks and Recreation Director
Date:

EXHIBIT 1

PILOT PROGRAM SCOPE OF SERVICES

1. FilmLA shall provide services to the City in the following categories as described below:

A. Film Permit Coordination Services

FilmLA will assist Permittee with securing film permits within the City.

FilmLA will operate with the following purposes:

- i. Coordinate the film permit process in a centralized manner within the parameters established by the City, and consistent with the Contract for Temporary Film Permit Pilot Program (“Contract”) between the Permit Authority and FilmLA;
- ii. Coordinate the film permit process in order to assure that filming will be conducted at such times and with the objective to limit the amount of interference within residential and commercial/industrial districts;
- iii. In coordination with the City, develop and implement community outreach programs for residential and commercial/industrial districts on a proactive basis;
- iv. In coordination with the City, improve conditions relating to motion picture, television and photography activities for the City’s area; and,
- v. If requested by the City, attend meetings with stakeholders to mediate disputes, determine impacts of filming and other permit related activities on specific neighborhoods, participate in neighborhood council and other group meetings, answer questions of stakeholders, or discuss the economic impact of filming.

B. Film Permit Coordination Tasks

- i. Coordinate processing of film permit applications from Permittees;
- ii. Interface with City departments with respect to permit applications to coordinate logistics relating to filming activities and perform other functions needed to assist in permit evaluation and processing;
- iii. Ensure that the description of activity on permit applications provided to the City is accurate and detailed, especially high-impact activity that is likely to generate public concern (i.e. special effects, gunfire, explosions, or other activity to be highlighted at the request of the City’s Permit Authority);
- iv. Provide guidance and advice on the permit process to Permittees;
- v. Make recommendations that reflect the needs of the community, the City and Permittees to City departments with respect to the handling and processing of individual permit applications;
- vi. Upon FilmLA’s receipt of approval by the City’s Permit Authority and FilmLA’s collection of all fees due from Permittee, FilmLA will release film permits issued by the City’s Permit Authority to Permittees;

- vii. FilmLA will coordinate and release permit revisions and/or extensions subsequent to the release of an original permit. However, concurrence must be obtained from the City's Permit Authority;
- viii. Respond to complaints (See Exhibit 2, Section 3.);
- ix. Provide filming data, records, reports and background information (See Exhibit 2.)
- x. If requested, provide advice to the City regarding filming policy;
- xi. If requested by Permittees, the City's Permit Authority or by requirement of Special Filming Condition Areas, to the extent FilmLA has personnel available for such assignment provide monitor services at specified locations permitted for filming. ;
- xii. Permits shall be coordinated in a mutually agreed upon time frame which allows proper review and approval by City personnel, including but not limited to: the posting of temporary no parking signage, lane, street and road closure requests; and the assignment of required City personnel. All permit requests made to FilmLA, and transmitted to City Departments for review, must be made in advance of the requested activity and in accordance with the existing City departmental policy. The City will seek to minimize required turnaround times to the extent possible.
- xiii. All requests provided to the City's Permit Authority for the review and approval must contain all reviews and recommendations already obtained from City departments. The comments and recommendations from various departments may be sought simultaneously. However, when department reviews are sought from departments other than the City's Permit Authority, FilmLA shall include the reviews and recommendations already obtained. If any City department modifies a permit application after release, a special notification shall be made by the City's Permit Authority. A verbal agreement will fulfill all necessary approvals. FilmLA shall provide City's Permit Authority with access to FilmLA's online permit system to view verification from all involved departments of the City, including their status of approval.
- xiv. The release of approved permits to Permittees shall be accomplished in a manner that allows the Permittee to understand the limitations placed upon the requested activity and allows for sufficient community notification.
- xv. In all instances where neighborhood filming guidelines or other City policies exist that require a community survey, the community survey must be conducted in advance of the beginning of the permitted activity, unless stated otherwise in a separate guideline or policy adopted by the City Council of City. The community survey may be conducted by the Permittee or their designees.
- xvi. Maintain standard office hours a minimum of 8 a.m. to 6 p.m., Monday through Friday, with the exception of City holidays. FilmLA may temporarily modify its office hours with advance written notice to

City due to business interruption events including, but not limited to, significant decline or shutdown of entertainment industry filming activities, entertainment industry labor strikes, etc.

xvii. Collect estimated City fees from Permittees in advance of releasing a film permit and pay the City within 60 calendar days from the end of the month the City's invoice is received by FilmLA.

C. Notification Services. FilmLA will provide notification services. FilmLA will operate with the following purpose:

- i. Provide notification services to nearby residents, businesses and City entities, of upcoming filming.

D. Notification Tasks. FilmLA shall perform the following tasks:

- i. Provide notification services, including the creation and posting of notices. The City's Permit Authority has the right to waive notification requirements;
- ii. Ensure that the description of activity on notifications is accurate and detailed; in particular, activity that is likely to generate public concern such as special effects, gunfire, explosions, etc.;
- iii. Maintain detailed, accurate records related to all services provided under this Contract and make available for review by the City, including, but not limited to: sample notice, a map of the area where the notice was distributed, and any issues encountered in conducting the notice and the resolution of those issues;
- iv. Provide notification data;
- v. Provide advice to City officials and departments regarding the notification process;
- vi. Respond to inquiries regarding the notification process from City officials, and;
- vii. Ensure appropriate notification radius, based on filming footprint and impact.

E. Complaint Response Services. FilmLA will provide complaint response services to assist with the timely resolution of community and entertainment industry complaints.

F. Complaint Response Tasks.

- i. Receive complaints on a 24 hour/7 day a week basis and address them in a timely manner, including when appropriate, referral of complaints to appropriate City personnel;
- ii. Provide complaint data;
- iii. Provide advice to City officials and departments regarding filming policy and complaints received;
- iv. Receive and respond to complaints regarding filming from City officials and departments;

- v. Review written stakeholder comments and complaints and prepare responses to the comments or complaints. FilmLA shall make a good faith effort to consult with the City whenever such communication may have a legal impact to the City.
- vi. Refer complaints when appropriate to City personnel within 15 minutes if the activity is currently in progress and requires City's immediate attention. If there is no afterhours contact provided by a City department then the call shall be referred to the City's Permit Authority in a manner determined by the City's Permit Authority.
- vii. If a complaint is received and the activity is no longer in progress, respond to the complaint on an initial basis within one (1) calendar day and finalize/complete any responses, including written, if necessary, within seven (7) calendar days.
- viii. Provide response services to complaints 365 days-a-year, 24 hours a-day, 7 days-a-week basis.

G. Maintenance of Records. FilmLA is expected to provide appropriate record keeping and separation of assets and liabilities related to services provided under this Contract (separate from other business activities provided by FilmLA).

H. City Fees. FilmLA shall remit all City Fees monthly.

- i. FilmLA shall not deduct from any remittance to the City any transaction fees or other costs incurred as a result of accepting payment from its Permittees in the form of credit card, debit, wire transfer, check, or other forms of payment.
- ii. For film permits coordinated through FilmLA, FilmLA, not the Permittees, is obligated to pay to the City all City Fees other than those customarily collected by the City directly from the Permittees. If FilmLA desires to adopt a regular business practice allowing Permittees to obtain permits on credit, it may do so. However, FilmLA would still be required to remit all City Fees in accordance with the Contract terms regardless of their ability to collect from individual Permittees.
- iii. FilmLA may collect deposits from its Permittees for permit violations or damages, which can be used to pay for fees/fines/financial penalties.
- iv. FilmLA shall act in good faith in disputing any City Fees billed (either timely or late) by the City, and FilmLA and the City will act in good faith to resolve any such dispute within a reasonable time. Once the dispute as to any City Fees is finally resolved, either by agreement between FilmLA and the City or by legal action or some other agreed-upon dispute resolution method, FilmLA will pay such City Fees at the same time as the next normal payment is due to the City. However,

payment of disputed fees shall be separated out from the normal payment.

I. Emergency Response and Coordination.

- i. FilmLA shall, as requested by City, assist the City in responding to unusual occurrences and large-scale emergencies when a state of emergency is declared by the City, including coordinating the dissemination of emergency related information to the entertainment industry and managing related public relations, cancelling, delaying, rescheduling, relocating, revoking, or not processing permit requests.
- ii. FilmLA shall direct its staff to cooperate fully with the City and follow the direction of the City Administrator, the Mayor, the Permit Authority, the Emergency Operations Board and the Emergency Operations Organization for the duration of the local emergency.
- iii. FilmLA shall, as requested cooperate with City efforts to recover costs associated with the Emergency from the federal and state governments.

J. Marketing Program

- i. Maintain a web site providing information about City owned facilities available for filming. Such site shall include photographs along with contact information for the City department that schedules filming activity at the facility. If for any reason FilmLA is unable to continue providing a location library web site, it shall make available to the City, free of charge, any photographs, documents, or nonproprietary systems owned by FilmLA, which comprised the location library. Nothing in this section shall require FilmLA to expend its own financial resources to accomplish such marketing efforts. Implementation shall be limited based upon available funding.

EXHIBIT 2

REPORTING REQUIREMENTS

1. Permit Coordination

- A. FilmLA shall submit to the City Administrator, within 30 business days after the end of each quarter, quarterly summaries of permit volume, amounts collected from Permittees and amounts paid to the City in City Fees. These reports should indicate any significant changes when comparing the current quarter with previous quarters, or when appropriate, the same quarter from previous years.
- B. FilmLA shall make available to the City Administrator a written copy of all non-proprietary policies and procedures for all aspects of the process of obtaining a film permit (financial, procedural and otherwise) and submit substantive changes to those policies and procedures within 30 days of the change. Proprietary policies and procedures shall be provided for inspection but will not be provided in a manner that creates a public record absent a court order.
- C. FilmLA shall submit a reconciliation statement and aging report with each payment of City fees. The reconciliation report shall detail the fees being submitted and related permit information. The aging report shall show the amount of City fees for which FilmLA has not received a final invoice from City after completion of filming activity. Should the aging report show that a City department has not submitted final invoices for at least 60 calendar days after completion of the filming activity, the City Administrator will notify the City department and request submission of final invoices to FilmLA within 30 calendar days. Should the aging report show that a City department has not submitted final invoices for at least 90 calendar days after completion of the filming activity, the City Administrator will forward the Aging report, along with detail provided by FilmLA to the Mayor and City Council.

2. Notification Services

- A. FilmLA shall submit to the City Administrator, within 30 business days after the end of each quarter, quarterly summaries of notification volume and amounts collected from Permittees for notification work performed in the City.

3. Complaint Referral

- A. FilmLA shall provide a report on complaints if requested by the City Administrator and/or the City's Permit Authority.

4. Ad Hoc Reports

A. City may request ad hoc reports and data on matters of interest to City within the scope of work of the Contract, provided FilmLA has available resources and funding to produce the ad hoc request.

5. Financial Statements

A. FilmLA shall submit a certified annual audited financial statement to City within 180 calendar days following the end of each fiscal year. Should an exception to this timeframe be required, FilmLA must notify the City Administrator within 150 days following the end of fiscal year.