



CITY COUNCIL AGENDA REPORT



DEPARTMENT: Community Development

MEETING DATE: December 3, 2013

PREPARED BY: Diane Delmatoff, Management Analyst

AGENDA LOCATION: AR-2

TITLE: Agreement with FilmL.A., Inc., for Film Permitting Services for the Initial Period of December 15, 2013, through June 30, 2014

OBJECTIVE: To approve an agreement with FilmL.A., Inc. (FilmL.A.) to coordinate and process on-location filming permits in the City of Monrovia

BACKGROUND: The Community Development Department currently processes and issues filming permits, and monitors filming activities throughout the City. Depending on the complexity of the production, some film permits can be issued with minimal staff time, however, many require considerable hands-on involvement, including multiple site visits and responding to resident/business questions and concerns. The issuance of film permits poses unique challenges since it is impossible to predict when a request will come in or how much time issuing the permit will require. Reductions in the Departments staffing levels have made it difficult to handle this task in a timely and professional manner.

In addition to City Staff processing the film permits, the City contracts Film Liaison services for the Old Town area of the City. The Old Town Film Liaison, in cooperation with the Monrovia Old Town Advisory Board (MOTAB), represents the business interest's to ensure their issues are considered. Over the years, the City has developed guidelines to ensure impacts to residents, businesses and neighborhoods are mitigated in relation to filming. This has proven to be a very effective way of processing and regulating filming activities in Old Town and throughout the City.

Earlier this year, Staff presented the City Council with the option of entering into a contract with FilmL.A. to assist the City in issuing and monitoring film permits. The Item was continued because of the Council's concerns that the City may be at risk of losing control of the operations when an outside organization is brought into the process. This report has been prepared to assure the City Council that the City will still maintain control and will continue to use the time-perfected guidelines that have served the City so well.

ANALYSIS: Capitalizing on Monrovia's strengths can help to realize the significant economic benefit that is derived from filming activities. However, as previously stated, filming can be a very labor-intensive activity for City staff. Understanding the potential and the City's staffing constraints, Staff has explored available options to facilitate filming without draining limited staff resources.

Building upon the success of the Old Town Liaison, one viable alternative would be to use a third-party permitting service. Earlier this year, Staff met with representatives from FilmL.A. regarding their film permitting services. FilmL.A. is a non-profit organization that coordinates and processes permits for on-location motion picture, television, and commercial production for a number of jurisdictions, including:

AR-2

Diamond Bar
Industry
La Habra Heights
Lancaster

Los Angeles (City)
Palmdale
South Gate
Vernon

Los Angeles County
Los Angeles USD
Angeles National Forest

One of the primary functions of FilmL.A. is to ensure that local regulations are followed and ongoing community relations are maintained. This community component is key to their operation, as well as their success, providing a centralized point of contact between all interested parties (production companies, jurisdictions and neighborhoods). It has proved to be a very effective model for efficient on-location production management. Their services include: Operating a 24-hour hotline to respond to neighborhood filming related concerns; Providing advance notification; Working closely with the staff of their client jurisdictions during the permitting and filming processes; Assigning professional FilmL.A. Monitors to encourage permit compliance to production activities.

There is no cost to the City for this service. The full cost of the service is borne by the production companies. Essentially, FilmL.A. works as adjunct City staff working closely with their client jurisdictions to obtain the agency approvals necessary for the permit to be issued. FilmL.A. follows the policies and procedures established by the local jurisdiction in the processing, issuing, and monitoring filming activities. Additionally, they collect and forward all fees due to the City. City staff will continue to be involved in the process and the City will still receive all fees established in the Fee Resolution. However, FilmL.A. will handle the majority of the processing and legwork and provide the required information to the City for approval (or denial). In meetings with FilmL.A., City staff has been impressed with their operation and professionalism, as well as their commitment to provide a comprehensive process that will facilitate filming activities, respect local regulations and protect neighborhoods.

With regards to filming in Old Town, FilmL.A. will work with staff and the Old Town Film Liaison to implement the City's film guidelines established for Old Town (see attached). As a part of this process, the MOTAB Board will be reviewing the Film Liaison contract with 1-Take Permitting & Location at their December 10, 2013 meeting. Their recommendation will be considered by the Council at the December 17th City Council meeting.

Processing and monitoring filming activities can be very labor intensive and the amount of staff time spent on each permit varies significantly. Since filming is sporadic and time sensitive, the ability to process and monitor filming activities can disrupt day-to-day operations. FilmL.A. will provide for a streamlined, efficient and cost-effective way of handling filming permits. The service will reduce the amount of staff time required to process and monitor filming permits.

ENVIRONMENTAL IMPACT: None

FISCAL IMPACT: There is no cost associated with approval of the agreement with FilmL.A.. As the services provided by FilmL.A. are well known by production companies, the use of FilmL.A., may result in increased revenues, both direct and indirect.

OPTIONS: The following options are presented for consideration:

1. Approve the agreements with FilmL.A. film permitting services for an initial period of December 15, 2013, through June 30, 2014
2. Reject the agreement with FilmL.A. and direct Staff to research alternative approaches to providing film permitting services with limited staff resources

RECOMMENDATION: Staff recommends contracting with FilmL.A. for film permitting services.

COUNCIL ACTION REQUIRED: If the City Council concurs, the appropriate action would be a motion to approve an agreement with FilmL.A, Inc., for film permitting services for the initial period of December 15, 2013, through June 30, 2014, and authorize the Interim City Manager to execute the necessary documents.

CONTRACT FOR SERVICES

This Contract for Services ("Contract") dated December 3, 2013, is entered into by and between FilmL.A., Inc. ("FilmL.A."), a non-profit public benefit corporation, and the City of Monrovia, a municipal corporation ("City").

RECITALS

WHEREAS, the City of Monrovia desires to retain a consultant to provide filming permit and oversight services to ensure filming in Monrovia is properly permitted and does not negatively impact the community; and

WHEREAS, since 1995, FilmL.A. 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 municipality's issuance of permits for such activities; and

WHEREAS, FilmL.A. 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 FilmL.A. to provide, and FilmL.A. desires to provide for City, the services described in 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, FilmL.A. and City (collectively, the "Parties") agree as follows:

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

A. "City Fees" means the fees established by the Monrovia City Council relating to on-location filming in the 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 Entertainment Industry Customer works on City-owned or controlled property.

B. "Contract" means this Contract for Services, including any amendments to this Contract entered into by the Parties in accordance with the provisions set forth herein.

C. "Entertainment Industry Customer" means any person or organization that obtains a City permit through FilmL.A. for on-location filming activities to be conducted within City.

2. Term of the Contract. The term of this Contract shall be from December 15, 2013, to and including June 30, 2014, unless terminated earlier in accordance with the provisions of this Contract. City may, at its sole discretion, unilaterally grant FilmL.A. additional one-year extensions. City and FilmL.A. agree that each party shall have the right to negotiate modifications to this Contract before the Contract is extended. For City, the City Manager is hereby authorized to approve each extension if it is in the best interest of the City and the extension does not involve

any reduction in City revenue or increase in the cost to City in the execution of the terms of the Contract

3. FilmL.A. Services. During the term of this Contract, FilmL.A. shall provide the services described in Exhibit A, attached to this document and incorporated herein by this reference. FilmL.A. is not an exclusive provider of such services to persons or entities that may wish to conduct on-location filming services in the City. The City may deal directly with such persons or entities in the course of the City's normal public services. In providing services hereunder for Entertainment Industry Customers who film at locations in the City's Old Town Business Improvement District (the "District"), FilmL.A. shall use its best commercial efforts to work with the City's agent for filming in the District to ensure the satisfaction of merchants and property owners in the District who will be affected by the filming. FilmL.A. acts hereunder as an independent contractor, and no partnership, employment relationship or joint venture status is intended or established hereunder.

4. Contract Administration. The Contract Administrator for City is the Director of Community Development and/or his/her designee, who shall have authority to act for City in the administration of this contract, consistent with the provisions contained herein.

5 Availability of Permit Records. All records of FilmL.A. relating to requests for and issuance of on-location filming activities within City shall be made available by FilmL.A. to City within a reasonable time of City's request therefore.

6. Reporting Requirements.

A. FilmL.A. shall submit to the City Contract Administrator:

i. Certified annual audited financial statement within 120 days following the end of each fiscal year or portion thereof during the term of this Contract. For purposes of this contract, fiscal year shall mean July 1 through June 30.

ii. Quarterly summaries of permit volume for filming in City and amounts paid to City in City fees within 30 days after the end of each calendar quarter. For purposes of this contract the four quarters shall end on September 30, December 31, March 31, and June 30.

iii. Data regarding comments received by FilmL.A. from any person or organizations concerning on-location filming events in City upon request.

iv. Quarterly reports of all complaints recorded with respect to filming in City pursuant to Section 10 of this Contract within 30 days after the end of each quarter.

B. The reports required under subparts A (ii) through (iv) of this section shall be in a format mutually agreed upon by FilmL.A. and the City Contract Administrator. The reports shall include a separate category for the Old Town District, with the following information:

- i. Number of requested filmings in the Old Town District for the Quarter; and
- ii. Number of filming permits issued in the Old Town District for the Quarter; and
- iii. Explanation as to why a requested filming was not issued a permit for the Quarter;
and
- iv. A summary of the Impact Fees received for the Quarter; and

- v. Log of any and all claims and/or complaints made against the Film Production Company regarding filming; and
- vi. Log of any claims and/or complaints made against the Contractor regarding filming.

7. City Fees.

A. For permits issued by City through FilmL.A., FilmL.A., not its Entertainment Industry Customers, is obligated to pay all City Fees applicable to the issuance of the permit not collected by City directly from Entertainment Industry Customers. City agrees that FilmL.A. is entitled to collect, prior to issuance of a City permit, all amounts due to FilmL.A. from its Entertainment Industry Customers. Any City Fees collected by FilmL.A. are funds owed to the City and shall be held in trust by FilmL.A. for the benefit of the City until paid over to the City promptly and in full as required herein. FilmL.A. shall at all times maintain a cash balance at least equal to twice the seasonally adjusted average monthly City payment during the prior fiscal year. FilmL.A. shall maintain as part of its accounting system a separate account showing the amount collected by FilmL.A. in anticipation of payments for City Fees.

B. On or before the fifteenth (15th) calendar day of each month during the term of this Contract, FilmL.A. shall pay to City in U.S. currency to City the full amount of the City Fees that FilmL.A. has collected on behalf of City with respect to on-location filming within City's jurisdiction in the previous calendar month. If FilmL.A. fails to pay the City Fees it has collected within 10 calendar days of the date due under this Contract, any such unpaid City Fees shall be considered late ("Late City Fees"). If any Late City Fees remains unpaid for more than 20 days after the date due, such Late City Fees shall be delinquent and subject to a penalty of 1% of the delinquent amount. If any Late City Fees remains unpaid for more than 30 days after the date due, all delinquent fees and penalties shall also be subject to compound interest charges of seven percent (7%) *per annum* until paid. Delinquent City Fees collected by FilmL.A. will also be subject to the City's collection procedures, which may include additional penalties. Moreover, such interest on delinquent fees and penalties shall accrue from the date the City fee was collected by FilmL.A.. FilmL.A.'s failure to pay City Fees to City when due shall be considered a material breach of this Contract and an event of default.

C. FilmL.A. shall maintain adequate records and accounts in compliance with generally accepted accounting principles to support its payments to City of City Fees. City may inspect and audit FilmL.A.'s records at any time upon reasonable written notice from City's Contract Administrator to FilmL.A. FilmL.A.'s failure to maintain adequate documentation or willful failure to comply with City's audit or inspection requests shall be a material breach of this Contract and an event of default.

8. FilmL.A. Fees. FilmL.A. may charge its Entertainment Industry Customers a fee for each and any service FilmL.A. provides in connection with this Contract. FilmL.A. shall receive no compensation from City for its services and expenses performed in connection with this Contract. City has no contractual obligation to provide any compensation whatsoever for services provided pursuant to this Contract including any proceeding or service charge for the collection and transmission of City Fees.

9. City Access to FilmL.A. FilmL.A. shall provide direct contact information for FilmL.A. management. Contact from City staff shall receive priority handling from FilmL.A. management.

10. Record of Complaints. FilmL.A. shall maintain a record of all complaints lodged by City on behalf of the City, or from a City resident or business related to on-location filming permits and complete records of FilmL.A.'s responses to such complaints and actions FilmL.A. takes to mitigate such complaints.

11. Notification of Filming Activity. FilmL.A. may require its Entertainment Industry Customers to use FilmL.A.'s notification services. Notifications performed shall comply with City policies, rules and regulations.

12. Insurance.

A. Minimum Scope and Limits of Insurance. FilmL.A. shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) and with a minimum limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage and either a general aggregate limit that applies separately per project and location or a general aggregate limit of Two Million Dollars (\$2,000,000) per policy. If FilmL.A. is a limited liability company, the commercial general liability coverage shall be amended so that FilmL.A. and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. If FilmL.A. has no employees while performing services under this Agreement, workers' compensation policy is not required, but FilmL.A. shall execute a declaration that it has not employees.

3) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of Two Million Dollars (\$2,000,000) per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under Subparagraph A. 1) of this Section 12.

B. Acceptability of Insurers. The insurance policies required under this Section 11 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 12.

C. Additional Insured. The commercial general policy shall contain an endorsement naming the City, its officers, employees, agents and volunteers as additional insureds.

D. Primary and Non-Contributing. The insurance policies required under this Section 11 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 officers, employees, agents or volunteers, shall be in excess of FilmL.A.'s insurance and shall not contribute with it.

E. FilmL.A.'s Waiver of Subrogation. The insurance policies required under this Section 11 shall not prohibit FilmL.A. and FilmL.A.'s employees, agents or subcontractors from waiving the right of subrogation prior to a loss. FilmL.A. hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be approved by City. At City's option, FilmL.A. shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or FilmL.A. shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Cancellations or Modifications to Coverage. FilmL.A. shall not cancel, reduce or otherwise modify the insurance policies required by this Section 12 during the term of this Agreement. The commercial general policy required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail thirty (30) days' prior written notice to City. If any insurance policy required under this Section 11 is canceled or reduced in coverage or limits, FilmL.A. shall, within two (2) 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 FilmL.A. does not maintain the policies of insurance required under this Section 12 in full force and effect during the term of this Agreement, or in the event any of FilmL.A.'s policies do not comply with the requirements under this Section 12, City may either immediately terminate this Agreement pursuant to Section 14. or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at FilmL.A.'s expense, the premium thereon. FilmL.A. shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to FilmL.A..

I. Evidence of Insurance. Prior to the performance of services under this Agreement, FilmL.A. shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements, including amendatory endorsements, evidencing and effecting the coverage required under this Section 12. The endorsements are subject to City's approval. City may require FilmL.A. to provide complete, certified copies of all required insurance policies to City. FilmL.A. shall maintain current endorsements on file with City's Risk Manager. FilmL.A. shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. FilmL.A. shall furnish such proof at least two (2) weeks prior to the expiration of the coverage.

J. Indemnity Requirements not Limiting. Procurement of insurance by FilmL.A. shall not be construed as a limitation of FilmL.A.'s liability or as full performance of FilmL.A.'s duty to indemnify City under Section 13 of this Agreement.

13. Indemnity

A. To the fullest extent permitted by law, FilmL.A. shall indemnify, defend and hold harmless City of Monrovia, its owners, officers, directors, council members, employees, agents and assigns from and against any and all claims, damages, losses, fines, civil penalties, liabilities, judgments, costs, expenses of any kind or nature whatsoever, including, but not limited to, interest, court costs and attorney's fees, which in any way arise out of or result from any act(s) or omission(s) by FilmL.A. or anyone directly or indirectly employed by FilmL.A. or anyone for whose acts may be liable in the performance or nonperformance of services under this agreement, including but not limited to injury to or death of any person and damages to or destruction of any property, real or personal. This section shall apply regardless of whether or not the damage, loss or injury complained of arises out of or

relates to the negligence, whether passive, active or otherwise of, or was caused in part by a party indemnified hereunder. However, nothing contained in this section shall be construed as indemnity by FilmL.A. against any loss, liability or claim arising solely from the gross negligence or willful misconduct of City of Monrovia. This section shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section. Obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits paid or payable by FilmL.A. under Workers' Compensation Acts, disability benefits acts or their employee benefit laws or regulations. The indemnification obligations of this section shall survive termination, completion or expiration of this agreement.

- B. The obligations of FilmL.A. under this Section 13 are not limited by the provisions of any workers' compensation act or similar act, or the limits of liability under any insurance policy. FilmL.A. expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- C. FilmL.A. agrees to obtain executed indemnity agreements with provisions identical to those set forth here in Section 13 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of FilmL.A. in the performance of the Agreement. In the event FilmL.A. fails to obtain such indemnity obligations from others as required herein, FilmL.A. agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of FilmL.A.'s subcontractors or any other person or entity involved by, for, with or on behalf of FilmL.A. in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- D. FilmL.A. shall pay such defense and indemnity obligations as they are incurred by City, its employees, agents and officials, and in the event of any claim or lawsuit, shall submit a deposit in such amount as the City reasonably determines necessary to protect the City from exposure to fees, costs or liability with respect to such claim or lawsuit.
- E. City does not, and shall not waive any rights that it may possess against FilmL.A. because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

14. Termination.

- A. Either of the Parties to this Contract may terminate this Contract without cause by giving thirty 30 days written notice to the other party. The termination will be effective thirty 30 days after the other party receives the written notice. Contract provisions for indemnity, audits, payments, and refunds survive termination. City Contract Administrator is empowered to give this notice.
- B. City may immediately terminate this Contract upon the lapse of FilmL.A.'s insurance coverage required herein.

C. If either of the Parties 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 ten (10) days prior to the effective date of such termination; provided, however, that if the breaching party cures or remedies the breach within such ten (10) -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.

15. Notices. Notices required or relating to this Contract may be sent by first class mail postage prepaid, personal delivery or by electronic mail as follows:

If to FilmL.A., at the following street and/or e-mail address:

1201 West Fifth Street, Suite T-800
Los Angeles, CA 90017
e-mail: Paudly@filmla.com

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

Director of Community Development
415 South Ivy Avenue
Monrovia, CA 91016
e-mail: ssizemore@ci.monrovia.ca.us

With a copy to:

City Clerk
415 South Ivy Avenue
Monrovia, CA 91016
e-mail: aatkins@ci.monrovia.ca.us

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.

15. 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.

16. Governing Law. 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.

17. Integration, 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. FilmL.A. 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 a writing signed by FilmL.A. and City.

18. 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. 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.

19. Attorneys' Fees. In the event that either party is required to initiate litigation to enforce the terms of this Contract, the prevailing party shall be entitled to recover its reasonable costs of suit as awarded by a court or mediator including, without limitation, reasonable attorneys' fees.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized representatives.

City:

City of Monrovia,
a California municipal corporation

By: _____

Name: Francis M. Delach
Title: Interim City Manager

ATTEST:

By: _____

Name: Alice D. Atkins, CMC
Title: City Clerk

APPROVED AS TO FORM:

By: _____

Name: Craig A. Steele
Title: City Attorney

FilmL.A.:

FilmL.A., Inc.,
a California non-profit public benefit
corporation

By: _____

Name: _____
Title: _____

By: _____

Name: _____
Title: _____

(Two signatures of corporate officers required for corporations under Corporations Code Section 313, unless corporate documents authorize only one person to sign this Agreement on behalf of the corporation.)

Exhibit 1

FilmL.A. Services

1. Definitions

1.1 Hereinafter the following terms will be used:

- A. FilmL.A., Inc. is referred to as "Consultant"
- B. The City of Monrovia is referred to as "City"
- C. Monrovia Old Town Advisory Board is referred to as "MOTAB"

2. Purposes and Beneficiaries

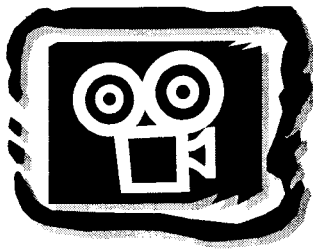
2.1 The purposes of this Agreement include to:

- A. Coordinate the issuance of film permits in a centralized manner;
- B. Coordinate the issuance of film permits so as to assure that filming will be conducted at such times and in such manner as to cause a minimum of interference with neighborhood and merchant districts;
- C. Improve the coordination of approvals relating to motion picture, television, and photography activities for the City area;
- D. Market and promote the City to the entertainment industry

3. Consultant must:

- A. Obtain from the City's Film Coordinator the approval and issuance of all use permits or other approvals required for using all property for filming belonging to, or under the control of City as specifically authorized by the terms of this Agreement, and in compliance with all applicable City codes, policies and procedures (**see attached "City of Monrovia Filming Guidelines" and "Filming Guidelines for Filming in the Downtown Area of the City of Monrovia"**);
- B. Obtain from the City's Film Coordinator the approval and issuance of permits for on-location filming in accordance with the terms of applicable City codes, policies and procedures regulating the issuance of such permits (**see attached "City of Monrovia Filming Guidelines" and "Filming Guidelines for Filming in the Downtown Area of the City of Monrovia"**);
- C. Coordinate and review the issuance of permits for on-location filming on private property in the City in accordance with the terms of applicable City codes, policies, and procedures regulating the issuance of permits (**see attached "City of Monrovia Filming Guidelines" and "Filming Guidelines for Filming in the Downtown Area of the City of Monrovia"**);

- D. Pursuant to MOTAB Filming Liaison agreement, coordinate with Monrovia Old Town Filming Liaison in the issuance of any permits requested for addresses within the B.I.D.(Old Town) area **(See attached Film Liaison Agreement)**;
- E. Collect and remit City Fees due and owing to City from permit applicants;
- F. Cooperate with and assist the City in addressing actual or possible violations of permit terms and conditions, including but not limited to taking such actions as providing notice to City's film coordinator, taking any action authorized by the terms of the permit as well or any other action that Consultant in the exercise of its judgment and discretion deems appropriate to protect the public health, safety and general welfare.
- G. Cooperate with and assist the City in minimizing filming's impacts on neighborhoods and implementing the policies and requirements of applicable City codes and policies regulating on-location filming or the issuance of permits for on-location filming, including without limitation; (i) suspending or revoking permits; (ii) imposing additional terms or conditions on permits; and (iii) pending investigations into possible permit violations, refusing to process other permit applications made by or on behalf of said permittee.
- H. Make good faith efforts to market and promote City to the entertainment industry.



FILM PERMIT GUIDELINES

The City of Monrovia welcomes businesses and/or individuals that wish to engage in commercial filming, videotaping or still photography. Film permits are required for all commercial filming activity on public or private property within the City. Students and non-profit organizations filming for non-commercial and educational purposes may be exempt from fees but are still required to obtain permits. The guidelines and regulations contained herein apply to all filming activity. In addition, conditions may be attached to individual permits.

SHOPPING MONROVIA

The City of Monrovia is home to many convenient service and retail enterprises that offer goods and services needed by film companies. We encourage film companies and their crews to patronize local businesses.

FILM PERMIT APPLICATION REQUIREMENTS

Film permits are issued by the Business License Officer in the Community Development Department at City Hall, 415 S. Ivy Avenue. (626) 932-5586. Office hours are Monday - Thursday, 7:00 a.m. - 6:00 p.m.

A **film permit** is required for filming motion picture, television shows, commercials, video tapes and still photography. Charitable and student films must obtain a permit and reimburse the City for cost of personnel and equipment but are exempt from permit fees. Student films require an official letter from the film school, as well as insurance from the school as described below.

Applications must be submitted 4 working days prior to the proposed filming activity. Traffic control, special effects and after hours filming will require more time for scheduling of City personnel. Extra permit processing time may also be needed for proposed filming in "sensitive", frequently filmed areas of Monrovia including the Old Town Business District.

A **detailed description** of filming activities for each location including: (1) date and times, (2) number of personnel and vehicles, (3) any proposed use of animals, pyrotechnics, or special effects, (4) traffic control required, (5) camera and equipment placement, (6) parking plan showing equipment vehicle parking and location of crew parking (note that crew parking should be off street), (7) proposed location of No Parking Signs shall be included in the film permit application, (8) pre-filming activities including building construction, set dressings etc. with number of personnel and vehicles involved and any parking or traffic control requirements.

Signatures on a form detailing the proposed filming activities including times, dates, parking, traffic control etc. must be obtained from neighboring residents, businesses, and/or property owners who might be affected by the proposed activities prior to issuance of the permit.

Neighbors adjacent to crew parking lots must also be notified of proposed parking activities including dates and times.

Extended hour (10:00 p.m. – 7:00 a.m.) filming allowed only with the approval of the neighbors within the impacted area of filming

Approval of film permit will be issued once it is determined that the proposed activities will not unduly disrupt neighboring residents and/or businesses; certificate of insurance is on file and permit fees paid. Conditions may be attached to a permit to ensure a minimum of danger to the health and safety of persons, disruption of neighboring residents and/or businesses and traffic congestion.

Revocation of a permit may occur in the following circumstances: (1) where there has been misrepresentation in the permit application with respect to the nature of the filming activity, the number of personnel or equipment or other relevant matter, (2) violation of the film permit conditions of approval; and (3) where the filming activity, as conducted, has become a hazard to persons or property, or unduly disruptive to neighboring resident and/or businesses.

FEES PAID TO THE CITY

Basic fees for filming activities are \$780.00 each day + \$75.00 Historical Preservation fee. Additional fees will be required in the Old Town Business District based on business impact.

Basic fees for **still photography** are \$200.00 per day.

Use of City Property for filming purposes requires a fee of \$2,000 for the interior use of any City building. A fee of \$1,000 will be charged for use of exterior City property including parking lots, parks, etc.

OLD TOWN FILM GUIDELINES

Old Town Film guidelines must be followed for filming activity in the downtown area of Monrovia. A principle of the company must attend a pre-filming meeting with City and Old Town Merchant's representatives to discuss proposed filming activities in the Old Town Business District. The film company principle is also to collect the required signatures of the affected merchants.

FILM LIAISON

A **film liaison** is required on site during all film activities at a fee to the applicant of \$30.00/per hour payable at time of permit issuance. The liaison will be on site to ensure compliance with permit conditions and to mitigate any problems that might arise. *The liaison also has the authority to revoke the film permit if circumstances arise as described below.*

INSURANCE

A Certificate of comprehensive liability insurance must be on file with the City before any film permit is issued. This certificate must contain an endorsement naming the city as additional insured with permittee. Minimum coverage acceptable to the City shall be

one million dollars each occurrence for bodily injury liability and one million dollars for property damage.

The certificate of insurance shall provide that thirty (30) days written notice shall be given by registered mail to the Director of Risk Management/Human Resources prior to cancellation of the policy or reduction of coverage or amount.

This certificate of insurance shall be effective for a period inclusive of all actual filming days. Dressing the set and strike time shall be considered as part of the period of filming with respect to insurance requirements.

The permittee shall conform to all applicable federal and state requirements for workers' compensation insurance for all persons operating under the permit and shall provide proof of such insurance.

PUBLIC SAFETY REQUIREMENTS

Traffic control requires assignment of Monrovia Police Department personnel (4 hours minimum charge). Company will be billed at the current rate of \$97.00/per hour upon completion of filming. Note: An administrative charge of \$94.00 will be charged for each amendment/change of assigned police personnel.

Special effects and/or pyrotechnics require a special effects permit from the Monrovia Fire Department. A Monrovia Fire Department Inspector will be assigned during testing and/or filming of special effects/pyrotechnics (3 hours minimum charge).

A **Monrovia Fire Inspector** will inspect equipment at each location for safety Monday-Thursday between the hours of 7:00 am – 6:00 pm at the current charge of \$87.00 per location/per day payable at time of permit issuance.

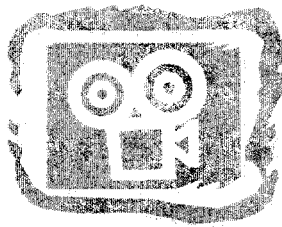
PARKING REQUIREMENTS

The **posting of "no parking" signs** shall be the responsibility of the film company. The signs shall indicate the day, date and times of the parking restrictions and shall be posted 24 hours in advance of the commencement of film activity. The film company shall remove signs at the conclusion of filming activity.

SECURITY DEPOSIT

A cash deposit in the amount of \$600.00 will be held by the City Business License Officer and is required prior to filming activities. Such deposit will be held for reasons that include, but not limited to any unauthorized amendments made to the City issued film permit, as payment towards any outstanding fees owed to the City and if the filming is canceled after the permitting process has begun, the deposit may also be held as a cancellation fee for time and services rendered by the City Business License Officer. In the event the film company adheres to all terms and conditions of the guidelines, the deposit will be returned.

Revised on August 4, 2008



FILMING GUIDELINES FOR FILMING IN THE DOWNTOWN AREA OF THE CITY OF MONROVIA, CALIFORNIA

The area located between the south side of Foothill Boulevard and the north side of Olive Avenue, and, between the east side of Primrose Avenue and the west side of Ivy Avenue is known as the Monrovia Downtown Business Improvement District or "Old Town Monrovia". The District is governed by AB 1696 in cooperation with the City of Monrovia. This area is declared a "sensitive area" in that:

- Customer and merchant parking is limited;
- Myrtle Avenue is used as the main thoroughfare into and out of the City via the 210 Freeway; and
- Merchants have had a frequent number of film activities in this area and some have had negative past experiences with production companies.

FEE SCHEDULE PAID TO THE BUSINESS IMPROVEMENT DISTRICT

An **Impact Fee** is charged for each day of filming based on the impact on "Old Town Monrovia". *This impact fee is paid to the Monrovia Old Town Advisory Board.*

Based on the level of impact on "Old Town Monrovia", these fees are:

- | | |
|---------------------|----------------------|
| • \$0-\$1,000 | Low Impact |
| • \$1,000-\$2,000 | Medium Impact |
| • Negotiated Amount | High Impact |

The level of impact will be determined by any or all of the activities listed under each category:

Low Impact (\$0-\$1,000)

- Use of Library Park only
- One (1) parking space per block
- No intermittent traffic control or pedestrian control

Medium Impact (\$1,000-\$2,000)

- Filming on Myrtle Avenue or Old Town side streets
- Two (2) to four (4) parking spaces per block
- Intermittent traffic control with a maximum of two (2) minute intervals
- Pedestrian control

High Impact (Negotiated Amount)

- Filming on Myrtle Avenue or Old Town side streets
- Street closure (intermittent traffic control over two minutes is considered a street closure)
- Any extreme filming scenarios as determined by City personnel

GUIDELINES FOR MERCHANT SIGNATURE AND NOTIFICATION

Direct Impact

Filming activities which *directly impact an Old Town business* require **100% merchant signature approval** in the indicated impacted area. Guidelines for determining direct impact are as follows:

- Filming activity that would include equipment or personnel to be placed directly in front of business is considered direct impact.
- *Compensation is a negotiable amount between the merchant and the film company.*

Potential Impact

Filming activities which *potentially impact an Old Town business* require **75% merchant signature approval** in the indicated impacted area. Guidelines for determining potential impact are as follows:

- Filming activity that included the use of parking spaces, pedestrian control and/or intermittent traffic control is considered potential impact.
- Potential impact is considered from breezeway to breezeway, block to block, street to street and/ or any combination thereof. Determination is based upon filming activity and is at the discretion of City personnel.
- *Compensation is a negotiable amount between the merchant and the film company.*

NOTIFICATION

Written notification (provided by the City of Monrovia based on film application details) of filming activities, by a principal of the film company, to each impacted merchant. Notifications and film guidelines will be distributed 4-days prior to the first day of construct/filming. The film company will give notice and obtain signatures from each merchant in the affected area for opportunity to object on an announcement form provided by the City prior to permit approval.

POLICIES

Information needed, in addition to the City permit requirements, will include:

- vehicle/pedestrian flow disruptions,
- camera placements
- storyline/storyboard,
- location sites and/or address(es) of impacted stores,
- specific times at each location
- all parking needs,
- placement of all equipment, signs, special effects etc.

Each filming activity will also be reviewed by the Chair or designee of the MOTAB who will advise the City on permit approval.

An on-site monitor (city employee) will be assigned to each filming site during construct, filming and strike activities. Actual on-site monitor personnel charges will be ascertained at an hourly rate to be paid by the production company at the time of film permit issuance.

EXCEPTIONS AND RESTRICTIONS

Equipment, stored or kept on Myrtle Avenue, must be minimal.

Equipment or personnel will not block merchant's front or rear entrances or hinder merchant's deliveries.

Due to limited parking in "Old Town Monrovia," crew, catering and equipment vehicle parking is extremely restricted in public city lots.

Non-profit student filming will be at no charge but may require an on-site monitor. However, the above policies still apply. A certificate of insurance of at least \$1,000,000 must be filed with the City naming the MOTAB as "additional insured" prior to filming activities.

Merchant's electricity, telephones, or restrooms may not be used unless previously agreed upon in writing with the merchants involved.

There will be no time or location where filming interferes with church activities such as; weddings, funerals, or Saturday or Sunday services. Such filming will be handled on a case-by-case basis.

Street closures must be approved by the MOTAB. The MOTAB will consider street closure requests at their regularly scheduled meetings. Regularly scheduled meetings are held in the City Council chambers at the Monrovia City Hall on the second Tuesday of each month. *A thirty-day (30) advance notice is required for such a request. (Please note intermittent traffic control over two-minute intervals will be considered a street closure).

*Exceptions to this requirement may be made on a case by case basis (with approval of the MOTAB Chair or designee).

Parking on Myrtle Avenue will be limited. Parking on streets intersecting Myrtle Avenue will also be limited. Because parking in the Old Town District is limited, only essential vehicles for the filming process are allowed to park in these areas, i.e. a generator truck or "period" automobile used as a prop in the film.

RESTRICTED FILMING DATES

Filming will not be allowed in "Old Town Monrovia" due to limited parking and undue disruption as follows:

- Weekends (Friday, Saturday and Sunday, during regular business hours)
- Monrovia Days Celebration (Occurs in the month of May)
- Winter Holiday Parade
- Family Festival
- Library Concerts
- Art Festival
- Craft Fairs
- Sidewalk Sales
- Halloween Activities
- Winter Holiday Season (the week before Thanksgiving until after the New Year.)

Exceptions to the above restrictions may be made on a case-by-case basis (with approval of the MOTAB Chair or designee); however, every reasonable effort will be made to park all vehicles away from the downtown area.

SECURITY DEPOSIT

A cash deposit equal to the impact fee paid to the BID will be held by the City's Business License Officer and is required prior to filming activities. Such deposit will be held for reasons that include, but not limited to, any unauthorized amendments made to the City issued film permit, as payment towards any outstanding fees owed to the City and/or the impacted merchants if the filming is canceled after the permitting process has begun, the deposit may also be held as a cancellation fee for time and services rendered by the Business License officer or MOTAB liaison. In the event the film company adheres to all terms and conditions of the guidelines, the deposit will be returned.

The City and MOTAB recognize that the above guidelines will not cover all filming situations. Extenuating circumstances and/or demonstrated hardship by affected merchants may dictate evaluation by the MOTAB Chair or designee on a case-by-case basis if brought forth within 72 hours of filming activity.

Revised on February 1, 2005