

**SPONSORSHIP AND ECONOMIC DEVELOPMENT FUNDING
AGREEMENT BETWEEN
THE CITY OF TEMECULA AND INLAND EMPIRE FILM
PERMITS, INC.**

THIS AGREEMENT is made and effective as of **August 10, 2021**, by and between the **City of Temecula**, a municipal corporation (hereinafter referred to as "City"), and **Inland Empire Film Permits, Inc.**, a Corporation (hereinafter referred to as the "Consultant"). In consideration of the mutual covenants, conditions and undertakings set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on **August 10, 2021**, and shall remain and continue in effect until tasks described herein are completed, but in no event later than **June 30, 2022**, unless sooner terminated pursuant to the provisions of this Agreement.

2. CONSIDERATION

a. The City of Temecula shall provide **Economic Development Funding** in the amount of **Six Thousand Dollars and No Cents, (\$6,000.00)**, which will be allocated to pay for **Film Permit Liaison Services**.

b. Consultant shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

c. The City agrees to pay Consultant, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B, other than the payment rates and schedule of payment, are null and void. This amount shall not exceed **Six Thousand Dollars and No Cents (\$6,000.00)**, for the total term of this agreement unless additional payment is approved as provided in this Agreement.

d. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

e. Consultant shall support economies of the City of Temecula by promoting and utilizing local businesses (e.g. local food vendors, restaurants, wineries, crafters, etc.) first when competitive and practicable.

f. Consultant shall faithfully and competently exercise the ordinary skill and competence of members of their profession. Consultant shall employ all generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

3. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

a. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City, pursuant to Section entitled "**PAYMENT**" herein.

4. DEFAULT OF CONSULTANT

a. The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

b. If the City Manager or his delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Consultant with written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

5. OWNERSHIP OF DOCUMENTS

a. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

b. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission

of the Consultant. With respect to computer files containing data generated for the work, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

6. INDEMNIFICATION

The Consultant shall indemnify, protect, defend and hold harmless the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its elected officials, officers, employees, volunteers, and representatives from any and all suits, claims, demands, losses, defense costs or expenses, actions, liability or damages of whatsoever kind and nature which the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of the Nonprofit's negligent or wrongful acts or omissions arising out of or in any way related to the performance or non-performance of this Agreement.

7. INSURANCE

The Consultant shall secure and maintain from a State of California admitted insurance company, pay for and maintain in full force and effect for the duration of this Agreement an insurance policy of comprehensive general liability against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder, its agents, representatives, or employees.

a. Minimum Scope of Insurance. Coverage shall be at least as broad as:

i. Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88.

ii. Insurance Services Office Business Auto Coverage form CA 00 01 06 92 covering Automobile Liability, code 1 (any auto). If the Recipient owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

iii. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Recipient has no employees while performing under this Agreement, worker's compensation insurance is not required, but Consultant shall execute a declaration that it has no employees.

b. Minimum Limits of Insurance. Consultant shall maintain limits no less than:

i. General Liability: Two million (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

ii. Automobile Liability: One million (\$1,000,000) per accident for bodily injury and property damage.

iii. Worker's Compensation as required by the State of California; Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions shall not exceed Twenty Five Thousand Dollars and No Cents (\$25,000).

d. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

i. The City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees and volunteers are to be covered as insured's, as respects: liability arising out of activities performed by or on behalf of the NonProfit; products and completed operations of the Recipient; premises owned, occupied or used by the Nonprofit; or automobiles owned, leased, hired or borrowed by the Nonprofit. The coverage shall contain no special limitations on the scope of protection afforded to the City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees or volunteers.

ii. For any claims related to this project, the Nonprofit's insurance coverage shall be primary insurance as respects the City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

iii. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees or volunteers.

iv. The Nonprofit's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

v. Each insurance policy required by this agreement shall be endorsed to state: should the policy be canceled before the expiration date the issuing insurer will endeavor to mail thirty (30) days prior written notice to the City.

vi. If insurance coverage is canceled or, reduced in coverage or in limits the Nonprofit shall within two (2) business days of notice from insurer phone, fax, and/or notify the City via certified mail, return receipt requested of the changes to or cancellation of the policy.

e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of A-:VII or better, unless otherwise acceptable to the City. Self insurance shall not be considered to comply with these insurance requirements.

f. Verification of Coverage. Nonprofit shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City. All endorsements are to be received and approved by the City before work commences. As an alternative to the City's forms, the Nonprofit's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

8. GOVERNING LAW

The City and the Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take

place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Temecula. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

9. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

10. RELEASE OF INFORMATION

a. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested 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 Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

b. Consultant shall promptly notify City should Consultant, 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 Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

11. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City.

12. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice:

Mailing Address: City of Temecula
Attn: City Manager
41000 Main Street
Temecula, CA 92590

To Recipient: Inland Empire Film Services, Inc.
Attn: Dan Taylor
195 N. Del Rosa Dr., Suite 6
San Bernardino, CA 92408

13. INDEPENDENT CONTRACTOR

a. The Consultant shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of the Consultant shall at all times be under the Consultant's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Recipient or any of the Consultant's officers, employees, or agents except as set forth in this Agreement. The Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. The Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

b. No employee benefits shall be available to the Consultant in connection with the performance of this Agreement. Except for the fees paid to the Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to the Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to the Nonprofit for injury or sickness arising out of performing services hereunder.

14. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

15. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of the Nonprofit warrants and represents that he or she has the authority to execute this Agreement on behalf of the Nonprofit and has the authority to bind the Nonprofit to the performance of its obligations hereunder. The City Manager is authorized to enter into an amendment on behalf of the City to make the following non-substantive modifications to the agreement: (a) name changes; (b) extension of time; (c) non-monetary changes in scope of work; (d) agreement termination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF TEMECULA

INLAND EMPIRE FILM SERVICES, INC.

By: _____
Maryann Edwards, Mayor

By: 
Dan Taylor, President

ATTEST:

By: _____
Randi Johl, City Clerk

By: 
Sheri Davis, Vice President

APPROVED AS TO FORM:

By: _____
Peter M. Thorson, City Attorney

NONPROFIT

Inland Empire Film Services, Inc.
Dan Taylor
195 N. Del Rosa Dr., Suite 6
San Bernardino, CA 92408
(844) 4-IE-FILM (443-3456)
dan@iefilmpermits.com
Inland Empire Film Services, Inc.

City Purchasing Mgr.
Initials and Date:


EXHIBIT "A"

CITY OF TEMECULA'S SPONSORSHIP BENEFITS

The specific elements (scope of work) of this service include:

IE Film Services, Inc. will act as the film permit liaison for the film industry requesting to film in the City of Temecula. Prior to the conclusion of FY 21-22 a review of the film permit process will be conducted by the City of Temecula Office of Economic Development to assess services required for future film industry requests for work performed within Temecula city limits.

IE Film Services, Inc. will work with the City of Temecula office of Economic Development on the following:

- Create and maintain City of Temecula Film Permit template
- Promote and market the City of Temecula as a site for on-location filming, producers and location managers
 - Design ad for the 2022 Location California magazine
 - Design ad for the 2022 Location Managers Guild International (LMGI) Awards ceremony in Los Angeles, CA
 - List the City of Temecula as a sponsor for the LMGI discussion panel at the 2021 Comic Con event in San Diego, CA
- Conduct site tours and familiarization tours to prospective producers, location managers/scouts and site selectors
- Increase permit processing and support tourism jobs within the film industry
 - Liaison service is at no cost to the City of Temecula
- Create a landing page on the IE Film Services website
- Have a dedicated email address for City of Temecula permit requests
- Process Film permit applications
- Collect Film permit fees based on City of Temecula current rate schedule
 - All permit fees shall be retained by the IE Film Services for processing services.
 - Consultant shall provide the City of Temecula a financial accounting of the number of film permits processed and fees collected with an initial submission by **February 1, 2022** and a final submission by **June 30, 2022**.
- Consultant shall issue permit and assign a permit number

EXHIBIT "B"

Payment Rates and Schedule

Cost for services shall be as per the approved Economic Development Sponsorship Funding, but in no event shall the total cost of services exceed **\$6,000.00**, for the total term of the Agreement unless additional payment is approved as provided in the Payment section of this Agreement, for film industry consulting, liaison services and permit processing.

Consultant shall retain all permit fees collected for film permit processing provided to the City. Consultant shall submit to City a financial accounting of number of film permits processed for the City and amount of fees collected with an initial submission by **February 1, 2022** and a final submission by **June 30, 2022**.