

Council/Agency Meeting Held: _____	_____ City Clerk's Signature
Deferred/Continued to: _____	
<input type="checkbox"/> Approved <input type="checkbox"/> Conditionally Approved <input type="checkbox"/> Denied	
Council Meeting Date: June 18, 2007	Department ID Number: CS07-016

**CITY OF HUNTINGTON BEACH
REQUEST FOR ACTION**

SUBMITTED TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

SUBMITTED BY: *Penelope Culbreth Graft*
PENELOPE CULBRETH-GRAFT, DPA, CITY ADMINISTRATOR

PREPARED BY JIM B. ENGLE, DIRECTOR, COMMUNITY SERVICES *JBE*

SUBJECT: APPROVE FILM PRODUCTION AGREEMENT BETWEEN THE CITY AND EVOLUTION FILM AND TAPE FOR TELEVISION SERIES ON MARINE SAFETY DIVISION

Statement of Issue, Funding Source, Recommended Action, Alternative Action(s), Analysis, Environmental Status, Attachment(s)
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Statement of Issue: A Film Production Agreement is being proposed to protect the interests of the City of Huntington Beach to allow Evolution Film and Tape, Inc. to produce episodes of a television series for the Court TV Network based upon the lifeguards of the City of Huntington Beach Marine Safety Division.

Funding Source: N/A

Recommended Action: Approve and authorize Mayor and City Clerk to execute the Agreement between the City of Huntington Beach and Evolution Film and Tape, Inc. to Allow the Filming and Production of a Television Series Based upon the Huntington Beach Marine Safety Division.

Alternative Action(s): Do not approve the Film Production Agreement with Evolution Film and Tape, Inc., or recommend changes in terms, and direct staff to take changes back to production company.

Analysis: Evolution Film and Tape, Inc. (EF&T) representative, Kathleen French, presented a proposal to the City of Huntington Beach to develop and produce for Court TV Network eight to ten episodes of Beach Patrol, a television series, based upon Huntington Beach City Lifeguards. The series follows the lifeguards who work for the Huntington Beach Marine Safety Division while on duty as they perform their normal lifeguarding functions from the beach and ocean utilizing lifeguard towers, Tower Zero, vehicles, quads, boats and other lifesaving equipment.

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The audience will see the lifeguards interacting with surfers, local proprietors, and regular beachgoers. The film crews do not follow lifeguards while off-duty. The series is proposed to present the City of Huntington Beach and its related employees, particularly the lifeguards of the Marine Safety Division, in a substantially positive and complimentary light consistent with the events depicted in the series. The city had entered into a similar contract with another production company over a year and a half ago for a pilot TV series for A&E network, however, that series was not picked up by the network and the contract term has expired.

In recent years, the city has entered into promotional, development and redevelopment projects to advance the city's position as a visitor destination. The proposed series would provide a unique opportunity for the city to receive national recognition and exposure through images and credits in broadcast media. The proposed series would also present a potential for additional revenues generated from increased visitation and future agreements tied to subsequent series. In addition, the series intends to highlight the dedication and professionalism of the employees of the Marine Safety Division as they provide safety services for one of California's busiest and popular beach towns. However, because of the complex nature of the proposed project, both the city and EF&T recognize the importance of formalizing their relationship in an agreement.

The main points of the Agreement (Attachment 1) include the city's obligation to:

- Approve a film permit for EF&T to produce 8 to 10 episodes for the Beach Patrol series for Court TV Network.
- Provide EF&T with collaborative production assistance in coordinating, facilitating, scheduling and filming the series in a manner that will make the production of the series possible with a minimum amount of inconvenience for both parties.
- Select a "liaison" representative to serve as the main point of contact in the day-to-day production of the series.

Main points under the terms and conditions of the Agreement require EF&T. to:

- Allow a designated representative(s) of the city the opportunity to preview episodes prior to their release to EF&T Network.
- Allow a designated representative(s) of the city the opportunity to object to story content and filmed segments.
- Compensate the city for film permit costs and expenses incurred by employees providing services, which are beyond the scope of customary or routine services.
- EF&T Network to make a donation of \$8,000 per episode to the city designated for use by the Marine Safety Division.
- Acknowledge the City of Huntington Beach in the film credits at the conclusion of each episode and provide a link to the city's website.

Lifeguard agencies in San Diego, Florida, and Hawaii have participated in Beach Patrol for Court TV Network produced by EF&T. San Diego and Florida have been contacted by the city and have reported a positive relationship with EF&T and overall satisfaction in the filming process and final product. A Hawaiian newspaper article presented the relationship with

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EF&T as very positive and Beach Patrol as an excellent vehicle for them to have national exposure.

In the event the producer attempts to air an episode or segment thereof that the city has objected to, the city may go to court and obtain a temporary restraining order to stop the show from being aired. After obtaining a temporary restraining order, the city will petition the court for an injunction to preclude the segment or episode from ever being aired. The other participating cities indicated EF&T did not show embarrassing or unprofessional scenes in Beach Patrol. With these protections in the agreement, it is felt that the proposed series could provide positive exposure for Huntington Beach lifeguards and for the city as a vacation destination.

Strategic Plan Goal L-4: Create an environment that promotes tourism to increase revenues to support community services and transform the city's economy into a destination economy. The exposure on this national cable television network program for the lifeguards and city will facilitate the city's goal of becoming an overnight destination by showcasing the city's beach environment.

Environmental Status: N/A

Attachment(s):

City Clerk's Page Number	No.	Description
4	1.	Film Production Agreement

RCA Author: JBE:KL:cr

E7.3

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ATTACHMENT #1

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**PRODUCTION AGREEMENT BETWEEN CITY OF HUNTINGTON BEACH
AND EVOLUTION FILM & TAPE, INC. FOR *BEACH PATROL***

This Production Agreement is entered into this ____ day of _____, 2007, between EVOLUTION FILM & TAPE, INC. ("EF&T") a corporation, and the CITY OF HUNTINGTON BEACH ("CITY"), a municipal corporation of the State of California located at 2000 Main Street, Huntington Beach, California.

R E C I T A L S:

WHEREAS, EF&T has proposed to record a series of documentary programs entitled "BEACH PATROL" ("Series"), chronicling the daily activities of Huntington Beach Marine Safety Division and supporting agencies; and

WHEREAS, EF&T warrants to CITY, that EF&T will produce the Series in accordance with the foregoing Series Description in a tone and manner that will present the City of Huntington Beach, the Huntington Beach Lifeguards, the Marine Safety Division and its related employees and members in a positive and complimentary light consistent with the events depicted in the Series,

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. Recording Rights: CITY hereby grants to EF&T, the exclusive right to videotape, film, and/or otherwise record aspects ("Recordings") of the daily activities of CITY and supporting agencies (i.e. police, fire/rescue, EMS and other CITY departments) during the Term (as defined in Paragraph 4 hereto) for purposes of creating a series of documentary programs chronicling the daily activities of the CITY and supporting agencies as they protect and serve the beach community, currently entitled *Beach Patrol* (the "Series"). This agreement is limited in scope and CITY authorizes EF&T to produce the Series for COURT TV.

2. Media Rights: EF&T shall have the right to use, feature, depict, and portray the Recordings of the Series, and all advertising, publicity, and promotion related thereto, in any and all media (whether now known or hereinafter devised (Media Rights)). Without limiting the generality of the foregoing, CITY hereby grants to EF&T, the following license in and to the Recordings: (a) to use and incorporate the Recordings into the Series and into any promotional, publicity, or advertising-related material based on or relating to the Series; and (b) to reproduce the Recordings as they appear in the Series by any art of method now known or hereafter devised.

3. Access: The CITY shall grant access to EF&T and EF&T approved representatives (including camera crews camera and audio recording equipment) to all relevant areas of CITY facilities, lifeguard vehicles and to all relevant CITY employees, as shall be determined by the CITY in its sole judgment and discretion, for purposes of filming as set forth herein. The CITY shall ensure that EF&T and its approved representatives receive proper access to all relevant areas and employees, as the CITY may deem necessary and appropriate in their sole judgment

and discretion, in order to perform the tasks contemplated under this Agreement. EF&T acknowledges and agrees that CITY may, in its sole discretion, perform a criminal background check on any EF&T approved representative (including production personnel) that will be on-site with the CITY.

4. Term: The term ("Term") of this Agreement shall be the period from June 11, 2007 and shall terminate June 10, 2008, unless otherwise extended by mutual written agreement signed by each of the parties hereto, or terminated earlier as provided herein. No such termination will affect Ef&T's rights to the Recordings.

5. Donation to CITY: Within thirty (30) days of the completion of post-production, and prior to the termination date of this Agreement, EF&T agrees to voluntarily contribute to the CITY for a public purpose a gift, to be specified by Marine Safety Division, in total value of \$8,000.00 per episode of the series. EF&T agrees to make this gift to the CITY regardless of whether or not EF&T and COURT TV chooses to broadcast or utilize the Recording in any manner. EF&T shall provide a "special thanks" credit in the end credits of each episode of the series in which the city appears. In addition, EF&T through COURT TV shall include on the COURT TV series website a link to the city's website (subject to COURT TV's review and approval of the manner in which such link is to be implemented). All aspects of such credit and such website link shall be determined by EF&T and COURT TV in their sole discretion. No casual or inadvertent failure of EF&T, nor any failure of any third party, to accord such credit or such website link, shall constitute a breach of this agreement, provided promptly following receipt of written notice detailing any such failure, EF&T shall use reasonable efforts to cure such failure on a prospective basis.

6. Production-related Costs: All costs incurred by EF&T in connection with the production of the Series and the use and exploitation of the Recordings and Media Rights shall be the sole responsibility of EF&T. EF&T acknowledges and agrees that EF&T shall also be responsible for any and all costs incurred by the CITY (including but not limited to overtime costs for CITY media persons) in connection with the Recordings and the production of the Series, provided those costs would not have been incurred by the CITY but for EF&T's presence and filming. CITY acknowledges and agrees that it shall utilize reasonable efforts to ensure that it uses available on-duty media personnel in connection with the Series prior to charging EF&T for any overtime costs for such media personnel. Production costs shall include but not be limited to any fees or permits as may be required and necessary to effectuate the production.

7. Participation: EF&T commits to utilize camera crews that will be small, unobtrusive and strictly there to document the Marine Safety Division and supporting CITY agencies' service. Camera crews will not film or otherwise invade the privacy of any lifeguard or third party, unless such lifeguard or other third party executes an Appearance Release in the form provided by EF&T, and in this regard, Producer acknowledges that it intends to obtain such an Appearance Release from any CITY official or active participant who appears recognizably on-camera. Producer shall obtain any and all permissions or releases required from all third parties. EF&T agrees to coordinate with the CITY to isolate any individuals employed by the Lifeguard Division, the City of Huntington Beach, or any other related entity, who do not wish to be featured within the broadcast of the Series, and to make sufficient arrangements to guarantee that

production of the Series can be achieved without violating the rights of any individual not wishing to participate or be featured in the Series.

8. Interference with City Operations: Neither EF&T nor any camera crew shall interfere with the performance of the CITY or supporting agencies' duties. Notwithstanding the previous paragraph, CITY agrees to provide EF&T with CITY's collaborative production assistance in coordinating, facilitating, scheduling and filming the Series in a manner that will make the production of the Series possible with a minimum amount of inconvenience for both parties. EF&T agrees to coordinate and plan all aspects of Series production directly with Chief Kyle Lindo and/or his appointed representatives, and to coordinate the request for any technical, security, equipment or staffing needs that may be required from the City of Huntington Beach, the Beach Operations Division, or any other City-related party, and further agrees to compensate the City of Huntington Beach for any reasonable, direct, "out-of-pocket" expenses which CITY actually incurs and pays in providing any services which EF&T requests which are beyond the scope of customary services routinely performed in the course of the performance of their jobs. As soon as practicable, CITY agrees to inform EF&T of any charges which EF&T might incur in advance of CITY providing the services. EF&T agrees to coordinate on a regular basis with Community Services to coordinate and assess any technical resource needs. EF&T warrants that it will coordinate with Chief Lindo and all employees of the Marine Safety Division to plan and film all aspects of the Series in a safe and aware manner that will not interfere with or obstruct in any way the everyday lifesaving efforts of the Huntington Beach Lifeguard and supporting CITY departments. In addition, EF&T agrees to meet on a regular basis to assess and review the procedures and activities of all Series production personnel, and to comply with all required instructions and restrictions with regard to access, proximity and involvement with the on-duty Huntington Beach Lifeguards. In all safety-related situations, EF&T agrees to follow Chief Lindo's instructions and orders without dispute or delay. EF&T and CITY agree to select a "liaison" representative (and an alternate representative who will have responsibility and jurisdiction whenever the primary "liaison" representative for either party is unavailable), who will have the primary responsibility as the main point of contact for any and all communication between EF&T and CITY in the day-to-day production of the Series. These "liaisons" will work together to coordinate any requests, scheduling concerns, and shooting requests, and shall include, without limitation, arranging for proper and lawful parking of vehicles used in production and vehicles of Series staff and crew.

9. Use of City Name: EF&T shall have the non-exclusive right, but not the obligation, to use the CITY and supporting departments thereto, name, signage, logo and unique iconography associated therewith in the Series and in connection with the exercise of EF&T's rights hereunder, including, but not limited to, the use of such names, signage logo and unique iconography on goods and services such as television programming, home videos and promotional materials related thereto. In addition, EF&T shall only have the right to use the CITY's name, but not any associated logos, signage and unique iconography associated therewith, in merchandising related to the series. Notwithstanding the foregoing, EF&T shall not use the CITY's name, signage and unique iconography for any profit making endeavors.

10. City's Right of Consultation and Review of Episodes. The CITY agrees that EF&T has full rights to represent its program regarding creative content and concept on the Beach Patrol

project. By their signature below, all parties hereby acknowledge that they have approved the final concept. The CITY shall have the right of creative consultation concerning any possible story issues and character situations. The CITY shall exercise the rights of consultation in good faith and, acknowledging that time is of the essence, in a timely manner (within three business days, as outlined below) so as not to delay or interfere with the development, production and distribution of the Series. The CITY and EF&T hereby agree and acknowledge that, as consideration for the rights granted to EF&T pursuant to this Agreement, EF&T hereby represents, and hereby further acknowledges that the CITY shall have the right to review each episode of the Series (which term, for purposes of this section, shall include, without limitation, any outtakes from such episode which EF&T plans to broadcast or distribute in any format). In reviewing each episode of the Series, the CITY shall use reasonable efforts to stay in accordance with EF&T's production schedule. The scope of the CITY's review of each episode of the Series shall be limited to the following:

- (i) To require any changes or editing to ensure the factual accuracy of the Recordings and each episode of the Series (but the CITY acknowledge that EF&T may be required to edit each episode of the Series in a format which may result in the juxtaposition of images which did not necessarily occur consecutively, and/or may create other impressions regarding the timing and order of events depicted, and/or result in other impressions, but such editing shall in no way affect the factual accuracy of the events transpiring);
- (ii) To require any changes or editing that may be necessary to ensure the series does not depict the CITY in a false, derogatory, unprofessional, embarrassing or libelous manner as well as the protection and security of any CITY personnel contained in the recordings or in any episode of the Series;
- (iii) To require any changes or editing that may be necessary to ensure the CITY's compliance with any and all applicable federal, state, CITY, and/or local law, codes and ordinances including, but not limited to, the CITY's required continued compliance with the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA");
- (iv) To require any changes or editing to ensure that the Recordings, any episode of the Series, or any Media Rights does not use, incorporate, depict, portray, or otherwise show any fatality that may result from a near drowning or drowning, or does not use, incorporate, depict, portray, or otherwise show any incident, activity, action or inaction of the CITY including, without limitation, as to life safety issues, that could reasonably result in legal liability to the CITY, or which would otherwise jeopardize or prejudice the CITY in any potential action or suit alleged against the CITY (as a result of such action or inaction taken by the CITY).

The CITY and EF&T further agree and acknowledge that, as consideration for the rights granted to EF&T pursuant to this Agreement, EF&T hereby represents, and hereby further acknowledges that each episode of the Series shall not intentionally depict the CITY in a false, derogatory, unprofessional, embarrassing or libelous manner. Accordingly, EF&T shall use its reasonable best efforts (but shall not be obligated) to consider and, wherever possible, incorporate—whether

in whole or in part—any reasonable recommendations, concerns, and/or suggestions that the CITY may have with regard to the creative content of each episode of the Series.

Parties agree that the CITY will preview all episodes scheduled to be “aired” before said show is previewed by COURT TV; in accordance with a mutually agreed upon schedule to be determined by both parties, EF&T shall submit the rough cut of the particular episode to the Director of Community Services (or designee) for review and he will have a period of three (3) business days within which to inform EF&T of any objections he may have as the CITY’s representative; should he fail to respond or make specific objections within such three (3) business day period, the particular episode shall be deemed to be acceptable to the CITY, and EF&T shall have the right to use, feature, depict, portray and otherwise exploit the applicable Recordings or episode of the Series “as is,” in all media (whether now known or hereinafter devised), without any further obligation to the CITY.

11. Public Notices of Filming; Releases: EF&T agrees to coordinate with CITY regarding posting public notices in common filming areas (“signage”), and to acquire and maintain any and all required personal appearance clearances and permissions.

12. Hold Harmless: EF&T hereby agrees to defend, indemnify and hold harmless CITY, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs (including, without limitation, actual, direct, out-of-pocket costs and reasonable outside legal fees arising from litigation of every nature or liability of any kind or nature) arising out of or in connection with EF&T’s (or EF&T’s subcontractors’, if any) negligent performance of this Agreement or the failure to comply with any of the obligations contained in this Agreement by EF&T, its officers, agents or employees except such loss or damage which was caused by the sole negligence or willful misconduct of CITY. EF&T will conduct all defense at its sole cost and expense and CITY shall approve selection of EF&T’s counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by EF&T.

13. Production Liability Insurance; Certificate of Insurance: EF&T shall obtain and furnish to CITY a production liability insurance policy covering the pilot and the Series hereunder. This policy shall provide coverage for EF&T’s production liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate. The above-mentioned insurance shall not contain a self-insured retention, “deductible” or any other similar form of limitation on the required coverage except with the express written consent of CITY. A claims-made policy shall be acceptable if the policy further provides that:

- A. The policy retroactive date coincides with or precedes the initiation of the scope of production (including subsequent policies purchased as renewals or replacements).
- B. EF&T shall notify CITY of circumstances or incidents that might give rise to future claims.

EF&T will make every effort to maintain similar insurance during the required extended period of coverage following completion of production of the pilot and the Series. If insurance is terminated for any reason, EF&T agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from this Agreement.

Prior to commencing production of the pilot and the Series, EF&T shall furnish to CITY a certificate of insurance subject to approval of the City Attorney (which approval shall not be unreasonably withheld or delayed) evidencing the foregoing insurance coverage as required by this Agreement; the certificate shall:

- A. provide the name and policy number of each carrier and policy;
- B. state that the policy is currently in force; and
- C. promise that such policy shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice; however, ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

EF&T shall maintain the foregoing insurance coverage in force until the final episode of the Series has been delivered to and accepted by COURT TV. The requirement for carrying the foregoing insurance coverage shall not derogate from EF&T's defense, hold harmless and indemnification obligations as set forth in this Agreement. CITY or its representative shall at all times have the right to demand the original or a copy of the policy of insurance. EF&T shall pay, in a prompt and timely manner, the premiums on the insurance hereinabove required.

14. Independent Contractor: EF&T is, and shall be, acting at all times in the performance of this Agreement as an independent contractor herein and not as an employee of CITY. EF&T shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for EF&T and its officers, agents and employees and all business licenses, if any, in connection with the pilot and the Series and/or the services to be performed hereunder.

15. Termination: The CITY reserves the right to unilaterally terminate this Agreement (but will not exercise such right without affording EF&T the right to cure any breach, failure or omission on the part of EF&T or in a manner which will unduly prejudice EF&T's timely production and delivery of the pilot and the Series) and pursue any legal and equitable remedies available to CITY as a consequence of the EF&T failure to perform any of the terms herein. EF&T shall have the right to terminate this Agreement for cause upon written notice, provided such breach is not cured by the CITY within ten (10) business days after receipt of notice thereof. In the event of a termination, EF&T's ownership of the Recordings or right to exploit the Series shall not be affected, but only to the extent that such Recordings, and/or episodes of the Series have been approved pursuant to the terms of this Agreement. EF&T shall have no right to use and incorporate any portion(s) of the Recordings, the Series, or Media Rights that have not been approved by the CITY, as provided in this Agreement and, accordingly, the CITY may take any and all action, whether at law or equity, to enforce its rights with respect to same.

16. Notices: All notices and communications in writing required or permitted hereunder may be delivered personally to the respective representatives of EF&T and the CITY listed below or may be mailed by registered mail, postage prepaid (or airmailed if addressed to an address outside of the CITY of dispatch).

Until changed by notice in writing, all such notices and communications shall be addressed as follows:

To CITY:

City of Huntington Beach
ATT: Director of Community Services
2000 Main Street
Huntington Beach, CA 92647

To EF&T:

Evolution Film & Tape, Inc.
3310 West Vanowen Street
Burbank, CA 91505,

Notices hereunder shall be effective: If delivered personally, on delivery; if mailed to an address in the CITY of dispatch, on the day following the date mailed; and if mailed to an address outside the CITY of dispatch on the seventh day following the date mailed.

17. Entire Agreement: This Agreement contains the entire understanding between the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous written or oral agreements pertaining thereto and can only be modified by a signed writing by all parties hereto.

18. Miscellaneous Terms:

- a. If either party is materially hampered from performing hereunder by reason of any law, natural disaster, labor controversy, war, disease, or other act of god or any similar event ("Force Majeure"), such failure to perform shall not be deemed a breach or default of any term of this Agreement, and neither party shall be liable to the other therefore. If a Force Majeure continues for a period of four (8) weeks or more, then upon written notice, either party may terminate this Agreement without further liability to the other party, except for appropriate payment by EF&T or adjustment in regard to payments based on services rendered or costs incurred prior to termination.
- b. This Agreement shall be construed and enforced under the laws of the State of California. EF&T and CITY hereby each consent to and submit to the jurisdictions of the federal and state courts located in the State of California. EF&T and the CITY each waives any defenses based upon lack of personal jurisdiction or venue, or inconvenient forum.
- c. This Agreement shall be enforceable in Orange County, California, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Orange County, California.

- d. If any provision herein is unenforceable then such provision shall be curtailed only to the extent necessary so as to make it enforceable, and as so modified, this Agreement shall remain in full force and effect.
- e. No waiver by either party of any breach of any provision hereof shall be deemed a waiver of any future breach of that provision, nor shall any waiver by either party of any breach of any provision hereof be deemed a waiver of any breach of any other provision hereof.
- f. The rights and remedies granted to EF&T and CITY hereunder are cumulative. The exercise of one shall not diminish or affect any other rights or remedies at law or in equity.
- g. Notwithstanding anything contained herein, neither EF&T, nor its successors or assigns, shall be obligated to make any actual use of the Recordings in the Series or otherwise.
- h. EF&T agrees to acknowledge CITY's cooperation and employees in the credits of Series.

(signatures on following page)

IN WITNESS WHEREOF, the parties hereto have caused this Production Agreement to be executed by and through their authorized officers on _____, 2007.

EVOLUTION FILM & TAPE, INC. ("EF&T")
a corporation

CITY OF HUNTINGTON BEACH, a
municipal corporation of the State of
California

By: *Kathleen M. French*

Mayor

Kathleen M. French

print name

ITS: (circle one) Chairman/President Vice President

City Clerk

AND

INITIATED AND APPROVED:

By: *Gregory B. Stewart*

Jim B. Engle
Director of Community Services

GREGORY B. STEWART / CEO

print name

ITS: (circle one) Secretary/Chief Financial
Officer/Asst. Secretary - Treasurer

APPROVED AS TO FORM:

REVIEWED AND APPROVED AS TO
CONTENT:

Terri M. Smith
City Attorney
5.30.07 6.5.07

Lynette Cullum
City Administrator

MV-6-5-07

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID BP
EVOLU-5

DATE (MM/DD/YYYY)
05/25/2007

PRODUCER
DeWitt Stern of CA Ins Svc, LLC
5990 Sepulveda Blvd, Suite 550
Van Nuys CA 91411
Phone: 818-933-2700 Fax: 818-933-2701

INSURED
Evolution Film & Tape, Inc.
3310 W. Vanowen Street
Burbank CA 91505

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Travelers	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CK06114513	03/20/07	03/20/08	EACH OCCURRENCE \$ \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$250,000 MED EXP (Any one person) \$ \$5,000 PERSONAL & ADV INJURY \$ \$1,000,000 GENERAL AGGREGATE \$ \$2,000,000 PRODUCTS - COMP/OP AGG \$ \$1,000,000
A X	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CK06114513	03/20/07	03/20/08	COMBINED SINGLE LIMIT (Ea accident) \$ \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A X	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	GLO06103097	03/20/07	03/20/08	EACH OCCURRENCE \$ \$2,000,000 AGGREGATE \$ \$2,000,000 \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER PRODUCTION PACKAGE	IM06102171	03/20/07	03/20/08	SEE ATTACHED

APPROVED AS TO FORM
Jennifer McGrath
 JENNIFER McGRATH, City Attorney 6/5/07

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The City of Huntington Beach, its agents, officers and employees, and the Redevelopment Agency of the City of Huntington Beach are included as Additional Insured, but only as respects to claims arising out of the negligence of the Named Insured and Loss Payee as their interest may appear.

CERTIFICATE HOLDER

The City of Huntington Beach
 2000 Main Street
 Huntington Beach, CA 92648

E7.14

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Leah Hobbie

COVERAGE	LIMITS	DEDUCTIBLE
Third Party Property (Non-Owned):	\$1,000,000	\$3,500
Miscellaneous Equipment (Non-Owned):	\$1,000,000	\$3,500
Props/Sets/Wardrobe (Non-Owned):	\$ 100,000	\$2,500
Non Owned Auto Physical Damage		
Any One Auto:	\$ 125,000	10% of Loss
Aggregate:	\$2,000,000	Subject to \$2,500 Min. \$7,500 Max.
Owned Auto Physical Damage:	Per Schedule On File With Company	\$1,000 Comp. \$1,000 Coll.

POLICY NUMBER: CK06114513
EVOLUTION FILM & TAPE, INC.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

Name of Person or Organization:

The City of Huntington Beach, its agents, officers and employees, The Redevelopment
Agency of the City of Huntington Beach
2000 Main Street
Huntington Beach, CA 92648

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your work for that insured by or for you.

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