



STAFF REPORT

Meeting Date: May 6, 2014
To: Honorable Mayor & City Council
From: Lolly Enriquez, Assistant City Attorney
Cheryl Friedling, Deputy City Manager for Public Affairs
Megan Roach, Marketing & Economic Sustainability Manager 
Subject: Status of Agreement with Phil Savenick's company, TV is OK
Productions, Inc., Regarding 'Beverly Hills: 100 Years, 100 Stories'
Video Project
Attachments: 1. Chronology of City's Correspondence with Phil Savenick
2. Work for Hire Agreement

INTRODUCTION

This item reviews the chronology of events regarding a proposed contractual agreement between Mr. Savenick's company and the City of Beverly Hills for the 'Beverly Hills: 100 Years, 100 Stories' video project, as well as provides Mr. Savenick the opportunity to present his new proposal to the City Council.

DISCUSSION

In August 2013, the City Council approved the portfolio of events and initiatives to commemorate the City's Centennial year. The programming is intended to engage all segments of the community by offering events and initiatives that appeal to residents, businesses and tourists.

On October 3, 2013, the City Council appropriated \$75,000 in Centennial funding contingent upon a fully executed agreement between Mr. Savenick and the City for the 'Beverly Hills: 100 Years, 100 Stories' video project produced by his production company TV is OK Productions, Inc. At that meeting, Mr. Savenick represented to the City Council that the City would own the works and that he was giving them to the City. Based upon this representation, the City allowed Mr. Savenick to use City studios to create part of the videos.

Founded by Mr. Savenick in 1986, TV is OK Productions, Inc. creates television programming and DVD documentaries. Mr. Savenick is also a long-time resident of Beverly Hills and one of the City's many historians.

Over the past several months City staff and the City Attorney's Office have been working diligently with Mr. Savenick to obtain a final signed agreement to present to the City

Council for review. Attachment No. 1 includes a detailed chronology of the City's correspondence with Mr. Savenick.

On January 21, 2014, City staff sent Mr. Savenick a draft agreement to produce thirty thematic storytelling programs on aspects of Beverly Hills' history for the video project 'Beverly Hills: 100 Years, 100 Stories'. The agreement, Attachment No. 2, includes Mr. Savenick's use of City facilities, specifically the Cable TV studios, to create the videos. Between January and April, numerous communications occurred between staff and Mr. Savenick. However, Mr. Savenick did not sign the agreement as proposed.

At the beginning of April, staff met with Mr. Savenick and his attorney, Alan Duke, and they suggested a license agreement (as opposed to a work for hire in which the City would own the videos). This arrangement would be different than the representation that Mr. Savenick made to the City Council at the October 3, 2013 study session meeting at which the City Council agreed to fund Mr. Savenick's project for \$75,000. At the October 3rd meeting, Mr. Savenick stated that the City would own the works and he was giving them to the City.

Some of the differences between copyright ownership by the City, as established by a work for hire agreement, versus a license to use copyright material owned by Mr. Savenick are described in the next few paragraphs.

Work for Hire Agreement - Copyright Ownership

Copyright ownership has many advantages. Under U.S. copyright law, the owner of a copyrighted work decides who can use it, copy it, adapt it, and distribute it. Anyone who copies, changes, or distributes someone else's copyright work without permission may be liable for copyright infringement. In this case, if the City is the owner, the City would control when, where, how and by whom the videos would be distributed, now and in the future, and whether and how, the videos could be adapted or modified for other uses and projects, including adaption by the City itself. The City could sue for injunctive relief to prevent others from distributing, adapting or modifying the videos and could seek damages for any infringement.

License Agreement

A license gives the licensee the right to use copyrighted material as specifically set forth in the license agreement, but the rights are generally much narrower than copyright ownership. Although the parties are free to determine the scope of the license in terms of price, uses permitted, duration, etc., the licensee generally enjoys only those rights expressly granted in the agreement. The City could attempt to define those rights as broadly as possible and try to anticipate all intended uses, but there may be uses or adaptations the City would like for the videos in the future that cannot be predicted today.

If the City, as licensee, subsequently wanted to distribute the videos through other channels, wanted to adapt or modify the videos for other uses or projects, or wanted to allow others to use the videos, it would have to seek permission from Mr. Savenick for any such uses not specified in the agreement. Mr. Savenick would not be obligated to grant any particular request and could demand additional funds from the City for any requested use beyond the scope of the initial license agreement. The City, as licensee, would also have limited rights to prevent others from using the videos since the copyright owner generally retains the right to allow others to use and distribute the copyrighted content and to sue for damages and injunctive relief.

With respect to the City's Shield logo, as the Shield trademark owner, the City has an obligation to control the nature and quality of any goods or services offered under its mark. To the extent any of Mr. Savenick's videos are branded with the Shield logo, the City must retain the legal right and practical ability to control how Mr. Savenick or others use the videos, and would need to enter into a trademark license agreement with Mr. Savenick to control the use of the Shield and the videos containing the Shield.

Due to the practical difficulties of controlling how Mr. Savenick or others use the video if the City merely possesses a license; the City's intellectual property counsel has recommended that the Shield be removed from any video not owned by the City. A trademark license agreement would not be needed if the City owns the copyright to the videos since controlling use of the City's trademarks would be straight forward with the City as the owner.

FISCAL IMPACT

The Centennial Budget in the Tourism and Marketing Budget includes \$75,000 for the 'Beverly Hills: 100 Years, 100 Stories' video project.

RECOMMENDATION

Staff recommends that the City Council provide direction on:

- 1.) Whether to accept a license agreement as now proposed by Mr. Savenick, rather than copyright ownership through a work for hire agreement.
- 2.) Should Council agree to accept a license agreement, whether and to what extent compensation is appropriate for a license of 'Beverly Hills: 100 Years, 100 Stories'.

Cheryl Friedling 
Approved By

Attachment 1

Chronology of City's Correspondence with Phil Savenick

October 8, 2013

Staff emailed Mr. Savenick a sample City agreement to provide him with an example of the type of information needed to develop an agreement for services for his project

October 16, 2013

Mr. Savenick provided a draft project scope of work to City and due to the dollar amount (\$75,000) staff forwarded scope of work to City Attorney for review
Staff expressed concerns to City Attorney regarding vagueness of proposed scope of work, key deliverables and an overly aggressive payment schedule

October 17, 2013

Staff received email from Mr. Savenick to change scope of work and remove documentary film
Staff explained to Mr. Savenick these changes would need to be reviewed by City Attorney
Staff set up a call with Mr. Savenick for 10/30 to discuss further

December 18, 2013

After several weeks of discussion regarding the agreement terms, Staff contacted Mr. Savenick for project expenses to-date so these could be included in the agreement payment schedule

December 31, 2013

Mr. Savenick provided expenses to staff via email as a 'lump sum' amount (no hourly rate or specific breakdown was provided)
Staff requested meeting with Mr. Savenick on January 7, 2014 to review these amounts and how they pertain to project scope of work

January 7, 2014

Staff met with Mr. Savenick to review project scope of work and expenses/budget for agreement
Mr. Savenick sent subsequent emails to staff with changes to expenses/budget

January 21, 2014

Staff emailed Mr. Savenick draft agreement for his review and signature and reminded him that due to the dollar amount, the agreement would need to go to Council for review and approval

February 6, 2014

Staff sent a follow up email to Mr. Savenick asking if he had an opportunity to review agreement
As of this date, City had not received a signed agreement from Mr. Savenick

March 5, 2014

Staff again emailed Mr. Savenick the agreement and requested it be returned to the City by 5:00 p.m. on Friday, March 14, 2014 or the matter would be referred to the City Attorney's Office. Staff also indicated that without a signed agreement the City's Cable Services Division would no longer provide him with use of City facilities and staff for the project

April 3, 2014

Meeting with City Manager, City Attorney's office, staff, Mr. Savenick and his attorney
Mr. Savenick and his attorney proposed a license agreement

April 9, 2014

City Attorney's office sent a revised work for hire agreement with the City as the owner to Mr. Savenick and his attorney

April 16, 2014

City Manager, City Attorney's office and the City's intellectual property counsel had a conference call with Mr. Savenick's attorney to discuss the structure of the agreement with Mr. Savenick's attorney. Mr. Savenick's attorney stated that Mr. Savenick would not agree to copyright ownership by the City

Attachment 2

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND TV IS OK PRODUCTIONS, INC. TO PRODUCE BEVERLY HILLS: 100 YEARS, 100 STORIES PROGRAM

| | |
|--------------------------------------|--|
| NAME OF CONTRACTOR: | TV is Ok Productions, Inc. |
| RESPONSIBLE PRINCIPAL OF CONTRACTOR: | Phil Savenick |
| CONTRACTOR'S ADDRESS: | 515 Warner Avenue Los Angeles, CA 90024 Attention: Phil Savenick |
| CITY'S ADDRESS: | City of Beverly Hills 455 N. Rexford Drive Beverly Hills, CA 90210 Attention: Cheryl Friedling, Deputy City Manager |
| COMMENCEMENT DATE: | January 1, 2014 |
| TERMINATION DATE: | December 31, 2014 |
| CONSIDERATION: | Not-to-exceed \$75,000.00 as detailed in Exhibit B, Schedule of Payment and Rates |

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND TV IS OK PRODUCTIONS, INC. TO PRODUCE BEVERLY HILLS: 100 YEARS, 100 STORIES PROGRAM

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and TV is Ok Productions, Inc. (hereinafter called "CONTRACTOR").

RECITALS

A. CITY desires to have CONTRACTOR create a series of audio-visual works (hereinafter called the "WORKS"), as described in Exhibit A (the "Scope of Work"), attached hereto and incorporated herein.

B. CONTRACTOR represents that it is qualified and able to perform the Scope of Work.

NOW, THEREFORE, the parties agree as follows:

Section 1. CONTRACTOR's Scope of Work. CONTRACTOR shall perform the Scope of Work described in Exhibit A in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. City shall have the right to order, in writing, changes in the Scope of Work. Any changes in the Scope of Work by CONTRACTOR must be made in writing and approved by both parties. The cost of any change in the Scope of Work must be agreed to by both parties in writing.

Section 2. Time of Performance. CONTRACTOR shall commence its services under this Agreement on January 1, 2014. CONTRACTOR shall complete the performance of services by the Termination Date set forth above and/or in conformance with the project timeline established by the City Manager or his designee.

The City Manager or his designee may extend the time of performance in writing for two additional one-year terms or such other term not to exceed two years from the date of termination pursuant to the same terms and conditions of this Agreement.

Section 3. Compensation.

(a) Compensation. CITY agrees to compensate CONTRACTOR for the services and/or goods provided under this Agreement, and CONTRACTOR agrees to accept in full satisfaction for such services, a sum not to exceed the CONSIDERATION set forth above and more particularly described in Exhibit B, attached hereto and incorporated herein.

(b) Additional Services. City may from time to time require CONTRACTOR to perform additional services not included in the Scope of Services. Such requests for additional services shall be made by City in writing and agreed upon by both parties in writing.

Section 4. Method of Payment. Unless otherwise provided for herein, CONTRACTOR shall submit to City a detailed invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within 30 days of receipt of each

invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall pay CONTRACTOR said CONSIDERATION in accordance with the schedule of payment set forth in Exhibit B, attached hereto and incorporated herein.

Section 5. Independent Contractor. CONTRACTOR is and shall at all times remain, as to CITY, a wholly independent contractor. Neither CITY nor any of its agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth. CONTRACTOR shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 6. Works Made For Hire.

(a) All of CONTRACTOR's services in connection with performance of the Scope of Work, including the WORKS and all creative works of expression fixed in a tangible medium prepared, created, and/or otherwise made in connection with the WORKS, are intended to and shall be treated as "works made for hire" for the sole and exclusive benefit of CITY, according to the copyright laws of the United States, including but not limited to Sections 101 and 201 of Title 17 of the U.S. Code. CITY shall thus have the sole and exclusive right to register all copyrights related to the WORKS in its name as the owner and author and shall have without limitation the exclusive rights conveyed under Sections 106 and 106A of Title 17 of the U.S. Code, including but not limited to the right to make all uses of the WORKS in which attribution or integrity rights may be implicated.

(b) Without in any way limiting the effect of Section 6(a) of this Agreement, to the extent any of the WORKS is determined not to be subject to the "work made for hire" provisions of Title 17 of the U.S. Code, CONTRACTOR does hereby assign, transfer, and convey to CITY, its successors, and assigns, any and all right, title, and interest that CONTRACTOR has, or might acquire in the future, in or to the WORKS, including but not limited to all ownership, copyright, moral, publicity, attribution, and/or integrity rights, and all applications and registrations therefor. CONTRACTOR also confirms that it expressly and forever waives any and all rights that it may have arising under Section 106A of Title 17 of the U.S. Code, and any rights arising under any federal or state laws, or under the laws of any foreign countries, that convey rights that are similar in nature to those conveyed under Section 106A of Title 17 of the U.S. Code, or any other type of moral right or *droit moral*

(c) Without in any way limiting the effect of Section 6(a) of this Agreement, to the extent any of the WORKS is determined not to be subject to the "work made for hire" provisions of Title 17 of the U.S. Code, CONTRACTOR hereby represents and warrants that it has the sole, exclusive, and legal right to assign, transfer, and convey all right, title, and interest in and to any copyright and other rights in the WORKS to CITY and that the execution, delivery, and performance of this Agreement does not constitute a violation of any term of any agreement, contract, understanding, or duty by which CONTRACTOR is bound.

(d) CONTRACTOR hereby agrees to execute, acknowledge, and deliver from time to time any and all documents and take such other action as CITY believes reasonably necessary to (i) protect, assure, register, confirm, and/or otherwise vest CITY's right, title, and interest in and to the WORKS; (ii) make a record with any and all government agencies, authorities, courts, tribunals, or third parties of the fact that CITY owns all right, title, and interest in and to the WORKS; and (iii) that CONTRACTOR has no right, title, or interest, of any kind or nature, in or to the WORKS.

Section 7. Assignment of Agreement. This Agreement shall not be assigned in whole or in part, by CONTRACTOR without the prior written approval of CITY. Any attempt by CONTRACTOR to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 8. Responsible Principal(s).

(a) CONTRACTOR's Responsible Principal set forth above shall be principally responsible for CONTRACTOR's obligations under this Agreement and shall serve as principal liaison between CITY and CONTRACTOR. Designation of another Responsible Principal by CONTRACTOR shall not be made without prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 9. Personnel. CONTRACTOR represents that it has, or shall secure at its own expense, all personnel required to perform CONTRACTOR's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 10. Permits and Licenses. CONTRACTOR shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 11. Third-Party Rights and Clearance.

(a) CONTRACTOR shall be responsible for performing all clearance with respect to potential third-party rights in materials incorporated into the WORKS and for obtaining all necessary permissions from third parties who may hold copyright or other proprietary interests in or to materials incorporated into the WORKS.

(b) At the time of delivery of each WORK to CITY, CONTRACTOR shall deliver a written statement consisting of the following: (a) an inventory of all previously existing works not created by CONTRACTOR that have been incorporated into the WORK, including all photographs, works of visual art, audio-visual works, and musical recordings; (b) for each previously existing work, the name and contact information for any holder of copyright interests in or to the previously existing work or a statement that the work has fallen into the public domain; and (c) CONTRACTOR's representation and warranty that it has obtained all necessary permissions from third parties who may hold copyright or other proprietary interests in or to previously existing works incorporated into the WORK.

(c) CONTRACTOR shall provide further evidence of the permissions described in Section 11(b) of this Agreement upon request by CITY.

(d) CONTRACTOR shall remove any third-party materials from any WORK upon request by the CITY based on the CITY's determination, in its sole discretion, that inclusion of the third-party material carries a risk of liability for infringement of the intellectual property rights of others by virtue of its use in the WORK.

Section 12. Interests of CONTRACTOR. CONTRACTOR affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict

in any manner with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONTRACTOR.

Section 13. Names and Titles. CONTRACTOR acknowledges and agrees that it has no right, title, or interest in or to any names, titles, or trademarks used in connection with the WORKS, including the name, title, or trademark "100 Years, 100 Stories" and any variation of the Beverly Hills Shield Logo shown below, which CONTRACTOR agrees and acknowledges are the sole and exclusive property of CITY:



Section 14. Insurance.

(a) CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of Comprehensive General Liability Insurance, including coverage for claims of intellectual property infringement, with minimum limits of One Million Dollars (\$1,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONTRACTOR.

(2) A policy or policies of Vehicle Liability Insurance covering any vehicle utilized by CONTRACTOR in performing the Scope of Work required by this Agreement with minimum limits as required by State law to insure against personal injury and property damage.

(3) Workers' compensation insurance as required by the State of California.

(b) CONTRACTOR shall require each of its sub-contractors to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

(d) CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR's expense, the premium thereon.

(e) At all times during the term of this Agreement, CONTRACTOR shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in

effect in the required amounts. CONTRACTOR shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general and auto liability insurance shall contain an endorsement naming the CITY as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(f) The insurance provided by CONTRACTOR shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(g) Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

Section 15. Indemnification. CONTRACTOR agrees to indemnify, hold harmless and defend CITY, City Council and each member thereof, and every officer, employee and agent of CITY, from any claim, liability or financial loss (including, without limitation, attorneys fees and costs) arising from any of the WORKS, including from any claims by third parties that any of the WORKS infringes or otherwise violates the third party's copyright or other intellectual property rights, or from any intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR or any person employed by CONTRACTOR in the performance of this Agreement.

Section 16. Termination.

(a) CITY shall have the right to terminate this Agreement for any reason or for no reason upon thirty (30) calendar days' written notice to CONTRACTOR. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of such notice.

(b) In the event of termination or cancellation of this Agreement by CITY, due to no fault or failure of performance by CONTRACTOR, CONTRACTOR shall be paid based on the percentage of work satisfactorily performed at the time of termination. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement. CONTRACTOR shall have no other claim against CITY by reason of such termination, including any claim for compensation.

(c) The terms and obligations set forth in Sections 6, 7, 13, and 15 of this Agreement shall survive any expiration or termination of this Agreement.

Section 17. CITY's Responsibility. CITY shall provide CONTRACTOR with all pertinent data, documents, and other requested information as is available for the proper performance of CONTRACTOR's Scope of Work.

Section 18. Representations and Warranties. CONTRACTOR represents and warrants that (a) it is legally permitted to enter into this Agreement; (b) it is qualified to perform the Scope of Work; (c) all WORKS will be original and do not and will not infringe any copyright or trademark; invade any right of privacy; contain any libelous, obscene, or unlawful material; or

infringe or violate any other right of any other person or entity; and (d) it has obtained, or will obtain prior to delivery of any particular WORK to CITY, all necessary permissions to use any third-party materials incorporated into the WORKS.

Section 19. Information and Documents. All data, information, documents (including CDs, DVDs, and other storage media), and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONTRACTOR and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 20. Records and Inspections. CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of 3 years. City shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same and to make copies and transcripts therefrom, and to inspect all program data, documents, proceedings and activities.

Section 21. Changes in the Scope of Work. The CITY shall have the right to order, in writing, changes in the scope of work or the services to be performed. Any changes in the scope of work requested by CONTRACTOR must be made in writing and approved by both parties.

Section 22. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 23. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 24. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONTRACTOR, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONTRACTOR.

Section 25. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 26. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 27. City Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

Section 28. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any

of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

EXECUTED the ____ day of _____ 2014, at Beverly Hills, California.

CITY OF BEVERLY HILLS
a Municipal Corporation

LILI BOSSE
Mayor of the City of Beverly Hills, California

ATTEST:

BYRON POPE
City Clerk

CONTRACTOR:

PHIL SAVENICK
President

Secretary

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

LAURENCE S. WIENER
City Attorney

JEFFREY KOLIN
City Manager

KARL KIRKMAN
Risk Manager

EXHIBIT A
SCOPE OF WORK

CONTRACTOR shall perform the following services:

CONTRACTOR shall produce at least thirty (30) audio-visual works in the nature of thematic storytelling programs on aspects of Beverly Hills' history for the series "Beverly Hills: 100 Years, 100 Stories," including (i) "Beverly Hills: 100 years, 100 Stories - Rancho Days, Cowgirls and Indians" (3 mins. 41 secs.); and (ii) "BH or NOT promo number one" (6 mins. 7 secs.) (the "WORKS") The WORKS will be produced for exhibition on the internet, Beverly Hills Television, public events, and as a local history program for the schools. Length of the WORKS will vary from three minute short stories to full length hour shows and will all thematically salute Beverly Hills' 100th Anniversary. CONTRACTOR will cooperate fully with City staff in the development, implementation and execution of the project.

Specifically CONTRACTOR will:

- Work with experienced professionals, volunteers, and City staff in the development and production of the thematic storytelling program "Beverly Hills: 100 Years, 100 Stories".
- Produce at least 30 thematic storytelling programs for "Beverly Hills: 100 Years, 100 Stories". Programs will vary in length, but CONTRACTOR shall provide a minimum of 150 minutes of total programming.
- Supervise production and post-production editing, schedules and performance. Present status reports to City staff as requested. CONTRACTOR estimates production and post-production services will total 4,000 hours.
- Work with City staff to maximize collecting, documenting, and sharing of assets and information in the most efficient manner for all appropriate uses

EXHIBIT B

SCHEDULE OF PAYMENT AND RATES

For the scope of work outlined in Exhibit A, CITY shall compensate CONTRACTOR in an amount not-to-exceed Seventy Five Dollars (\$75,000.00) for all services provided under this Agreement (referred to herein as "CONSIDERATION").

| PAYMENT MILESTONE (Due upon completion or receipt) | PERCENTAGE | PAYMENT |
|---|-------------------|----------------|
| Contract Execution | 20% | \$15,000.00 |
| Phase 1: 15 thematic storytelling segments | 30% | \$22,500.00 |
| Phase 2: 15 thematic storytelling segments | 30% | \$22,500.00 |
| "100 Years, 100 Stories" Program on DVD | 20% | \$15,000.00 |
| TOTAL: | 100% | \$75,000.00 |

CONTRACTOR shall submit an itemized statement to CITY for services performed as milestones for the project are completed. Invoices shall include documentation setting forth in detail a description of the services rendered. CITY shall pay CONTRACTOR the amount of such billing within thirty (30) days of receipt of same.

EXHIBIT C

CERTIFICATE OF INSURANCE

This is to certify that the following endorsement is part of the policy(ies) described below :

NAMED INSURED

COMPANIES AFFORDING COVERAGE

ADDRESS

- A.
- B.
- C.

| COMPANY (A.B.C.) | COVERAGE | POLICY NUMBER | EXPIRATION DATE | B.I. | LIMITS P.D. | AGGREGATE |
|---------------------|--|------------------|--------------------|------|----------------|-----------|
| | <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> BLANKET CONTRACTUAL <input type="checkbox"/> CONTRACTOR'S PROTECTIVE <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> WORKER'S COMPENSATION | | | | | |

It is hereby understood and agreed that the City of Beverly Hills, its City Council and each member thereof and every officer and employee of the City shall be named as joint and several assureds with respect to claims arising out of the following project or agreement:

It is further agreed that the following indemnity agreement between the City of Beverly Hills and the named insured is covered under the policy: Contractor agrees to indemnify, hold harmless and defend City, its City Council and each member thereof and every officer and employee of City from any and all liability or financial loss resulting from any suits, claims, losses or actions brought against and from all costs and expenses of litigation brought against City, its City Council and each member thereof and any officer or employee of City which results directly or indirectly from the wrongful or negligent actions of contractor's officers, employees, agents or others employed by Contractor while engaged by Contractor in the (performance of this agreement) construction of this project.

It is further agreed that the inclusion of more than one assured shall not operate to increase the limit of the company's liability and that insurer waives any right of contribution with insurance which may be available to the City of Beverly Hills.

In the event of cancellation or material change in the above coverage, the company will give 30 days' written notice of cancellation or material change to the certificate holder.

Except to certify that the policy(ies) described above have the above endorsement attached, this certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance 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.

DATE : _____ BY : _____
Authorized Insurance Representative

AGENCY : _____ TITLE : _____
Address : _____