



## REPORT TO CITY COUNCIL

**DATE:** OCTOBER 14, 2015

**TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

**FROM:** GREG RAMIREZ, CITY MANAGER 

**BY:** NATHAN HAMBURGER, ASSISTANT CITY MANAGER 

**SUBJECT:** APPROVAL OF A CONSULTANT SERVICES AGREEMENT WITH SOLID WASTE SOLUTIONS, INC./CITY PERMIT SERVICES TO PROVIDE FILM PERMIT PROCESSING SERVICES

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Staff is requesting the City Council approve a consultant services agreement with Solid Waste Solutions Inc./City Permit Services (SWS) to process film permits on behalf of the City.

Film permits have historically been a task that has been handled by Planning Department staff. As the dynamic of the film and television industry has changed and the demand for quicker issuance of permits has been requested, staff has been spending larger amounts of time on completing the application and issuance of film permits in order to meet this demand. Although the City has typically asked for two weeks advance notice for filming permits, the typical permit request comes in 48 hours in advance. As the City Council has expressed an interest in promotion of the cultural arts through the establishment of a Cultural Arts Council, staff has made efforts to insure that film/photo shoot permits were handled in an expeditious manner so as to be consistent with this goal. In an effort to provide a high level of customer service to these customers, Planning Department staff must spend a great deal of focused time completing the applications, insuring that the request is in compliance with City codes, verifying that the correct insurance coverage is in place, and coordinating with outside agencies such as Los Angeles County Fire and Sheriff Departments.

Although the number of film permits processed on average is typically 3 to 4 a month, the time it takes to process the applications along with the pressure to meet the demand of the applicant's timeline has caused a strain on other pending cases. City staff has been providing this processing on short notice so as to insure that the applicants utilize the permit process and do not operate without a permit, which can lead to unnecessary impacts on other members of our community.

Staff has discussed and reviewed the issue over the past several months and has observed how other municipal agencies handle their film permits. Several other cities, including Calabasas and Malibu utilize Solid Waste Solutions, Inc./City Permit Services (SWS) to manage their film permit application processing and monitoring. Due to the fact that this is a specialized contractual service, staff looked for a consultant who had experience with the local film permit processing companies and was familiar with the

filming process from preparation to close out of the film shoots. SWS has worked separately with the City on its solid waste agreements and authorized haulers process but has also been managing the film permit process for other agencies for over 18 years. They have also established relationships with the outside agencies needed for film permit reviews and have been able to help alleviate the pressure to complete the processing of these permits while other tasks are put aside for the other municipal agencies in which they perform this service for.

SWS would serve as the City's full-service film permit office and their website is created so as to allow for these applications to be completed and submitted electronically or in person, through their office in Thousand Oaks. In addition, the coordination of any special requests related to parking, filming or photography on public right-of-way, and monitoring will be handled through SWS and City Manager's Department staff, as necessary. The proposed agreement is for a three year term in order to provide a reasonable timeline to review these services and its effectiveness.

After reviewing other public agencies policies and discussions with SWS, it is proposed that a revenue sharing formula be used for the payment of these services. The full-service film office and all associated activities conducted by SWS would be compensated 75% of the permit revenue and the remainder would be paid to the City for oversight, any necessary coordination with SWS regarding film permits, and related conditions of approval. The filming application fee is currently set at \$337 along with a \$300/day charge. Monitoring fees only apply when required by City policies and will be paid directly by the applicant in addition to the aforementioned fees. In addition, City staff will be reviewing the current fees, policies, and related municipal code over the next year with the assistance of SWS to insure compliance with State laws and current industry trends and bring any further proposed changes before the appropriate committees and City Council for review.

The proposed agreement has been reviewed by the City Attorney and approved as to form.

## **RECOMMENDATION**

Staff respectfully recommends the City Council approve the Consultant Services Agreement with Solid Waste Solutions, Inc./City Permit Services to provide film permit processing services.

Attachment: Agreement for Consultant Services – Solid Waste Solutions, Inc./City Permit Services

**AGREEMENT FOR CONSULTANT SERVICES  
WITH THE CITY OF AGOURA HILLS**

<b>NAME OF CONSULTANT:</b>	<b>Solid Waste Solutions, Inc./City Permit Services (SWS)</b>
<b>RESPONSIBLE PRINCIPAL OF CONSULTANT:</b>	<b>Attn: Kimberly Nilsson</b>
<b>CONSULTANT'S ADDRESS:</b>	<b>25 W. Rolling Oaks, Dr., Ste. 201 Thousand Oaks, CA 91361</b>
<b>CITY'S ADDRESS:</b>	<b>City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attn: City Manager</b>
<b>PREPARED BY:</b>	<b>Nathan Hamburger</b>
<b>COMMENCEMENT DATE:</b>	<b>October 15, 2015</b>
<b>TERMINATION DATE:</b>	<b>June 30, 2018</b>
<b>CONSIDERATION:</b>	<b>Contract Price Not to Exceed: \$ 28,500/yr</b>

**AGREEMENT FOR CONSULTANT SERVICES BETWEEN  
THE CITY OF AGOURA HILLS AND SOLID WASTE  
SOLUTIONS, INC./CITY PERMIT SERVICES**

**THIS AGREEMENT** is made and effective as of October 14, 2015, between the City of Agoura Hills, a municipal corporation ("City") and Solid Waste Solutions, Inc./City Permit Services ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

**1. TERM**

This Agreement shall commence on October 15, 2015, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2018, unless sooner terminated pursuant to the provisions of this Agreement.

**2. SERVICES**

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.

**3. PERFORMANCE**

In meeting its obligations under this Agreement, Consultant shall at all times faithfully and competently perform all tasks described herein 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.

**4. PAYMENT**

A. The City agrees to pay Consultant monthly, 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 twenty-eight thousand five hundred dollars and no cents (\$28,500.00) ("Contract Price") for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

B. 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 the City Council and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

C. Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. For all reimbursements authorized by this Agreement, Consultant shall provide receipts on all reimbursable expenses in excess of Fifty Dollars (\$50) in such form as approved by the Director of Finance.

**5. 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.

**6. 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."

## **7. 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 therefrom 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.

## **8. INDEMNIFICATION**

Consultant shall defend, indemnify, and hold the City, its officials, officers, employees, agents and independent consultants serving in the role of City officials, and volunteers (collectively "Indemnitees") free and harmless from any and all claims, demands, causes of action, proceedings, costs, expenses, liabilities, losses, damages or injuries, in law or equity, to property or persons, including wrongful death (collectively "Claims"), in any manner arising out of or incident to any acts or omissions of Consultant, its officials, officers, employees, agents or sub-consultants in connection with the performance of this Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except for such Claims arising out of the sole negligence or willful misconduct of the Indemnitees. With respect to any and all such Claims, Consultant shall defend Indemnitees at Consultant's own cost, expense, and risk and shall pay and satisfy any judgment, award, or decree that may be rendered against Indemnitees. Consultant shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or Indemnitees. All duties of Consultant under this Section shall survive termination of this Agreement.

## **9. INSURANCE REQUIREMENTS**

Prior to commencement of work, Consultant shall procure, provide, and maintain, at Consultant's own expense, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

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

1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88, or equivalent.

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

3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Consultant 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:

1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. 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.

2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage for all activities of the Consultant arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rental vehicles.

3) 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 must be declared to and approved by the City Manager. At the option of the City Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

1) The City, its officers, officials, employees and volunteers are to be covered and named as additional insureds in respect to: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

2) For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

4) The Consultant'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.

5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City. Consultant agrees to oblige its insurance agent or broker and insurers to provide City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. Self insurance shall not be considered to comply with these insurance requirements.

F. Verification of Coverage. **Consultant shall furnish the City with original endorsements, specifically naming the City of Agoura Hills, its officers, officials, employees and volunteers as additional insured, 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 acceptable to the City. Insurance certificates and endorsements must be received and approved by City's Risk Manager prior to commencement of performance. Current insurance certificates and endorsements shall be kept on file with the City at all times during the term of this agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.



G. Mailing Instructions. Insurance documents shall be mailed with the signed Agreement to the attention of the staff person indicated on the cover sheet of this Agreement, to the City of Agoura Hills, 30001 Ladyface Court, Agoura Hills, CA 91301. Executed Agreement(s) cannot be released nor may any work commence on a project until the signed Agreement and appropriate insurance documents are on file with the City Clerk.

## **10. INDEPENDENT CONSULTANT**

A. Consultant is and shall at all times remain as to the City a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. 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. 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 Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

## **11. 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.

## **12. 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 sub-consultants, 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 sub-consultants 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.

### **13. 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. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To City: City of Agoura Hills  
30001 Ladyface Court  
Agoura Hills, California 91301  
Attention: City Manager

To Consultant: Solid Waste Solutions, Inc./City Permit  
Services  
25 W. Rolling Oaks Dr., Ste. 201  
Thousand Oaks, CA 91361  
Attention: Kimberly Nilsson

### **14. 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. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

### **15. LICENSES**

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

**16. GOVERNING LAW**

The City and 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 Agoura Hills. 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.

**17. PROHIBITED INTEREST**

No officer, or employee of the City of Agoura Hills shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Consultant, or Consultant's sub-consultants for this project, during his/her tenure or for one year thereafter. The Consultant hereby warrants and represents to the City that no officer or employee of the City of Agoura Hills has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Consultant or Consultant's sub-consultants on this project. Consultant further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

**18. 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.

**19. AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

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

**CITY OF AGOURA HILLS**

\_\_\_\_\_  
Illece Buckley Weber,  
Mayor

ATTEST:

\_\_\_\_\_  
Kimberly M. Rodrigues, MMC  
City Clerk  
*Date Approved by City Council:* \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Candice K. Lee,  
City Attorney

**CONSULTANT**

Solid Waste Solutions, Inc./City Permit  
Services  
25 W. Rolling Oaks Dr., Ste. 201  
Thousand Oaks, CA 91361  
Contact Name: Kimberly Nilsson  
p: (805) 495-7521  
f: (805) 495-7621

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**[Signatures of Two Corporate Officers Required]**

## **EXHIBIT A**

### **TASKS TO BE PERFORMED**

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

Services to include a full service, one stop film permit office, including monitoring or active film permits as required by City codes or policies. These services are to be performed in accordance with the attached proposal for services.

## **EXHIBIT B**

### **PAYMENT RATES AND SCHEDULE**

Cost of film permit services shall be paid as follows:

- **Monthly Revenue\* x 75%**

Monitoring Services shall be charged as listed in the attached proposal (Film Permit Monitors, Item No. 4.) on an hourly basis to be paid by applicant and only as required by City policies, municipal code, or City of Agoura Hills, City Manager or his/her designee.

\* Monthly Revenue = Film permit fees plus daily filming fees collected on behalf of the City of Agoura Hills

## Agoura Hills Film Permit Assigned Monitors

The following is the scope of work to be performed for the City of Agoura Hills in coordination with the Film Permit Coordinator at City Hall.

1. In an effort to provide qualified film permit monitors, City Permit Services (CPS) requires a minimum of two (2) working days' notice in advance of the shoot day to assign staff to a film permit.
2. City of Agoura Hills shall provide CPS with shirts or Hanging Name badges identifying the monitor as Agoura Hills staff. (eg: City polo shirt)
3. CPS staff is assigned for a minimum of 8 hours.
4. CPS staff shall be charged to the City at

Hours	Rate
0 – 8 hours	\$61/hour
9 – 12 hours	\$92/hour
Over 12 hours	\$122/hour

\*\* These rates are raised annually by CPI effective July 1<sup>st</sup>.

5. When the film permit activities require a monitor, CPS will provide a monitor to be specifically assigned to a particular film shoot. This monitor will oversee the production company's compliance with the conditions placed upon the permit by the Film Permit Coordinator. Details shall be provided on the Film Permit as to the activities at the filming location, hours allowed, local area usage (i.e. Street parking, neighbors' driveway or garage use, etc.), parking location and final taillights time. Note: taillights means the time the production company is to be 100% out of the Location, parking area, etc., and meaning done and gone from the City.
6. City shall provide CPS monitors the authority to shut down a production company that is not complying with the conditions of their permit. If needed CPS will contact the Los Angeles County Sheriff's Department for assistance in shutting a production company down. Companies shall not be allowed to continue to film, wrap out (pack up) or have any activities after the taillights time.
7. The City shall provide CPS with a contact telephone for after hours and weekend issues. This would only be needed/used if a company was going to be shut down.
8. City shall provide the production company with a cover memo on their permit that indicates that they are being assigned a City Monitor and that said monitor has the authority to shut them down for violating their permit.

Solid Waste Solutions, Inc./City Permit Services  
25 W. Rolling Oaks Dr., Suite 201; Thousand Oaks, CA 91361  
(805)495-7521 E-mail: info@sws-inc.com



## **Additional Services Available to the City of Agoura Hills**

The following is the scope of work that can be provided to the City of Agoura Hills if requested:

1. CPS can provide a full service, one stop film permit office.
2. Review existing city film permit policies and fee structure. CPS recommends that permits be required for still photography shoots and filming on school properties.
3. If requested CPS will prepare policy and fee structure revisions. Note: revisions must be processed to the California Film Commission in advance of City adoption
4. Develop a Permit Process for the City Film Permits. For Example:
  - a) Receive permit from permittee or their agent. Permit includes:
    - i. Application
    - ii. Insurance certificate naming the City of Agoura Hills as additionally insured. Paper copies and a database of insurance certificates are maintained.
    - iii. Required Forms:
      - 1) A signed "Permission to Use Property" form for still or motion filming or parking.
      - 2) A signed "Hold Harmless Agreement" form for each permit.
      - 3) A signed "General Conditions of Filming Permits" acknowledging that the permittee is aware of all Agoura Hills Municipal Code filming requirements.
    - 4) Receive Payment
  - b) Permit Review Process:
    - i. Insurance is checked to make sure the limits are correct and endorsement is correct.
    - ii. Special conditions are added to the permit as deemed necessary.
    - iii. For after hour and special effects requests, signature forms are generated that include a radius map and/or list of addresses. These are reviewed for compliance with city ordinance.
    - iv. An invoice reflecting current fees is distributed to the permittee or designated agent.
    - v. Permit processed to the Los Angeles County Fire Department for reviews. All fees are paid directly to the Fire Department.





**c) Local Agency Coordination:**

- i. All permits are reviewed by the Los Angeles County Fire Department Film Desk. This Department decides if Fire Department staffing is required.
- ii. If driving scenes or other special circumstances occur, then permits are processed through the LA County Sheriff's Department.
- iii. All work on City streets is reviewed and coordinated with the Public Works Department. This includes parking and filming on City streets.
- iv. For all permits at a City of Agoura Hills Park and Recreation Facility, a City Parks permit is required in advance of issuance of the Film Permit. Our staff coordinates with City staff to determine if additional staffing is required (monitors) or special conditions are needed.
- v. CPS can coordinate with the California Film Commission relative to their permits issued within Agoura Hills's city limits.

**d) Record additional information on permit application:**

- i. Review any required signatures for consensus with Agoura Hills Municipal Code.
- ii. Record the LA County Fire Department's Fire Number and indicate if an assignment of staff has been made. If a Field Inspection is required, provide Production Company with the needed County paperwork.
- iii. Process payment of fees. If a credit card is used, process the credit card information through the staff at City Hall for approval. If a check or cash are used, attach invoice to the payment and remit all checks to the accounting staff at City Hall. No permit is issued unless paid in full.
- iv. Permit processors are billed on a monthly basis. If payment is not immediately received, they will no longer be allowed to be billed monthly.
- v. Once payment is received and all required forms are submitted, permit may be issued. This is typically done via fax, but can also be e-mailed.

**e) Process any permit Revision (called a "RIDER") and/or Cancellation made to a permit. All riders are processed just like the original permit. They must be submitted to LA County Fire Department, City Departments and LA County**



Sheriff if necessary. CPS will invoice for any additional fees and interact with all required agencies as described above.

- f) Issuance of film permit. Fax the permit to the permittee or agent with the "Approved Permit Compliance" memorandum.
- g) When a film permit has over 14 total people (cast and crew) indicated on the permit, a notification is to be distributed by CPS to properties within 500 feet of the filming location. The notification informs residents of the filming activities with contact telephone numbers for the Production Company and CPS. A cell phone number for CPS is on all notices.
- h) When the film permit activities require it, our office will provide a monitor to be specifically assigned to a particular film shoot. This monitor will oversee the production company's compliance with the conditions placed upon the permit by the Film Office. The monitor does have the authority to shut down a production company that is not complying with the conditions of their permit.
- i) All film permits are monitored daily for compliance with the individual conditions placed on the permit. The daily roving monitor will immediately address any issues with the location staff to remedy any problems. CPS will also go to a specific filming location if there are problems and have been brought to our attention while a shoot is occurring. Please note that the cell phone number provided is a 24 hour number. If we miss a call, we do call the residents back, regardless of the time of day.
- j) General additional tasks:
  - i. Maintain the filming database and all pertinent information such as: production companies, insurance, homeowner filming days, etc.
    - 1) Research and develop required radius maps and check lists for properties requiring signatures.
    - 2) Scan all issued permits including all associated documents into individual pdf files. The pdf'ed permits and filming database are provided to the City quarterly for their archive.
  - ii. Provide a roving monitor daily for compliance purposed for all issued film permits.
  - iii. Provide an Ombudsman available 24 hours a day/7 days a week to assist all residents with questions and concerns.

