

MEMORANDUM OF UNDERSTANDING

Between

CITY OF MENIFEE

And

INLAND EMPIRE FILM SERVICES

Concerning

PREPARATION OF FILM PERMIT PACKAGES FOR THE CITY OF MENIFEE ON BOTH PUBLIC AND PRIVATE PROPERTIES

I. PURPOSE

This Memorandum of Understanding ("MOU") provides for the coordination and cooperation between the City of Menifee ("CITY") and the Inland Empire Film Services ("IEFS") in the preparation of film permit packages for marketing and filming on public and private lands in within the jurisdiction of the CITY.

II. OBJECTIVE

The IEFS will initiate the film permit packages process for filming in the CITY, in order to efficiently permit the film community to use certain public and private properties for filming. IEFS will assist film permit applicants in preparing film permit packages, and submit those film permit packages to the CITY for review. IEFS will act as an intermediary between applicants and the CITY for the collection of applicable fees and the transmittal of CITY-issued film permits.

III. DEFINITIONS

1. The term "**applicant**" means an applicant for a film permit.
2. The term "**film permit**" means a permit issued by the CITY permitting a permittee to film at a particular CITY property, and including any CITY-issued conditions.
3. The term "**film permit package**" means an application for a film permit, including all documentation and approvals required by the CITY. The film permit package shall include the CITY's current film permit application and any other documentation required by the CITY Department of Community Development, as the same may be changed from time to time.

4. The term “**parties**” means the IEFS and the CITY, each of which are each referred to individually as a “**party**”.
5. The term “**permittee**” means an entity holding a film permit.

IV. **RIGHTS AND RESPONSIBILITIES**

A. The IEFS rights and obligations are as follows:

1. The IEFS shall receive inquiries from potential permittees and provide general information regarding the sites, process, time frames, and fees for film permits. General information shall include but shall not be limited to the sharing of local lodging and restaurant options to use when filming in the CITY.
2. The IEFS shall provide film permit packages and instructions to qualifying potential permittees.
3. The IEFS shall review incoming film permit packages to ensure that they are complete, correct, and within the parameters for filming. Every effort will be made to make certain that the film permit package accurately reflects what the applicant intends to do in the CITY.
4. The IEFS shall notify the CITY Community Development Director, or designee of pending film permit packages, and coordinate with Economic Development as a courtesy.
5. The IEFS shall prepare any additional documents necessary to complete a film permit package for the expeditious issuance of a film permit and submit it to the CITY for review and possible approval.
6. The IEFS shall provide information to applicants and permittees on forms of payment accepted by the CITY for all applicable fees. Such fees may include rental, application, encroachments, public safety needs, monitoring and/or a bond. All fees shall be submitted to the CITY when the film permit package is submitted to the CITY, or when otherwise specified by the CITY.
7. The IEFS shall receive payment for the fees specified in paragraph 6 as necessary. The IEFS shall be accountable, and the CITY shall not be accountable, for payment collected by IEFS until such time as such payment is delivered to the CITY for the payment of fees, and the CITY accepts the payment, confirmed in a receipt or writing.
8. The IEFS may charge a IEFS fee to applicants in order to compensate the IEFS for its service in preparing a film permit package. It is agreed that the IEFS may charge a fee per film permit package to be paid by the applicant. Other IEFS fees might be applied and charged to the applicant on a case-by-case basis, depending on the complexity and needs of the film permit package. However, fees collected on behalf of the CITY shall be submitted to the CITY in the manner provided herein.

9. In the event the CITY issues a film permit, IFES shall receive such film permit and transmit it to the permittee.

B. The CITY's rights and obligations are as follows:

1. The CITY shall keep the IEFS abreast of any changes to the CITY's film permitting regulations, policies, procedures, and fees. Also, the CITY will inform IEFS of any CITY staff changes, CITY Council decisions, land exchanges, or other CITY regulatory changes which substantially and directly impact filming within the CITY.
2. The CITY shall conduct the necessary review of film permit packages and obtain the necessary signatures to issue a film permit, if appropriate. Every effort will be made to issue or deny film permits within four (4) business days, or sooner, after receiving a complete film permit package. For the more complex proposals that include crashes, stunt driving, special effects or use of aircraft every effort will be made to issue or deny film permits within seven (7) full business days, or sooner. For clarity, this MOU authorizes IEFS staff to initiate the processing of film permits in the CITY, but not to make other representations on behalf of or for the CITY without the CITY's consent. Nothing contained in the MOU is intended to limit the CITY's sole discretion on whether to issue or deny a film permit.
3. If a film permit is issued, the CITY shall, provide a copy of the executed and approved film permit to the IEFS for issuance to the applicant. If a film permit is denied, the CITY will inform IEFS of such decisions with an explanation of the reasons for the denial.

IV. INDEMNIFICATION AND INSURANCE

A. Indemnification.

1. To the full extent permitted by law, the CITY shall indemnify, protect, defend (with counsel reasonably approved by the IEFS), and hold harmless the IEFS, and any and all of its officers, employees, officials, volunteers, and agents from and against any and all claims, losses, costs, damages, expenses, liabilities, liens, actions, causes of action (whether in tort, contract, under statute, at law, in equity, or otherwise) charges, awards, assessments, fines, or penalties of any kind (including reasonable consultant and expert fees and expenses of investigation, costs of whatever kind and nature and, if the CITY fails to provide a defense for the IEFS, the legal costs of counsel retained by the IEFS) and any judgment (collectively, "Claims") where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this MOU by the CITY or by any individual or entity for which the CITY is legally liable,

including but not limited to officers, agents, employees or subcontractors of the CITY.

2. To the full extent permitted by law, the IEFS shall indemnify, protect, defend (with counsel reasonably approved by the CITY), and hold harmless the CITY, and any and all of its officers, employees, officials, volunteers, and agents from and against any and all Claims where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this MOU by the IEFS or by any individual or entity for which the IEFS is legally liable, including but not limited to officers, agents, employees or subcontractors of the IEFS.
- B. Insurance. The IEFS shall have insurance for IEFS' performance of this MOU in a form approved by the CITY's Risk Manager.

IV. ADMINISTRATION

- A. Annual meeting. The parties to this MOU shall meet, as needed, to discuss the process, procedures, and any other pertinent issues regarding the preparation of film permit packages. However, the parties agree to meet at least once a year to review the adequacy, effectiveness, and continuing need of this MOU. This can be accomplished via conference or video call if both parties agree.
- B. Annual Report. IEFS will provide an annual report on services, applicants, and/or permits issued and the value of the partnership and coordinate the report with the City's Economic Development Department and Community Development Department.
- C. Amendment. The terms of this MOU may be modified only by written amendment approved by both parties. Any changes or amendments to this MOU are incorporated into and made part of this MOU as fully and effectively as if they were set forth herein in their entirety. Such changes or amendments will be effective upon the signature of both parties.
- D. Termination. This MOU may be terminated in writing, at any time for any reason, by either party, following thirty (30) days written notice to the other party.
- E. Term. This MOU shall be for a three (3) year period commencing on **October XX, 2022**. The MOU may be extended by an amendment pursuant to paragraph B.
- F. Effective Date. This Agreement shall become effective upon the signature of both parties.
- G. IEFS Marketing Services. The parties acknowledge that the IEFS offers marketing services, which are not encompassed by this MOU. In the event the CITY elects to procure marketing services from the IEFS, the parties will separately discuss such services, which shall be subject to a separate agreement, memorandum of understanding, or appropriate document.

- H. Independent Contractors. It is expressly agreed that the parties shall be independent contractors and that the relationship between the parties shall not constitute a partnership, joint venture, or agency.
- I. Law, Venue. The internal laws of the State of California shall govern the interpretation and enforcement of this MOU. In the event that either party brings any action against the other under this MOU, the parties agree that trial of such action shall be vested exclusively in Riverside County.
- J. Attorneys' Fees. If either party brings any action, including an action for declaratory relief, to enforce or interpret the provision of this MOU, the prevailing party shall be entitled to reasonable attorneys' fees and expenses including costs, in addition to any other relief to which that party may be entitled; provided, however, that the attorneys' fees awarded pursuant to this Section shall not exceed the hourly rate paid by the CITY for legal services multiplied by the reasonable number of hours spent by the prevailing party in the conduct of the litigation. The court may set such fees in the same action or in a separate action brought for that purpose.
- K. Severability. If any provision of this MOU is held invalid, the remainder of this MOU shall not be affected thereby and all other parts of this MOU shall nevertheless be in full force and effect.
- L. No Implied Waiver or Breach. The waiver of any breach of a specific provision of this MOU does not constitute a waiver of any other breach of that term or any other term of this MOU.
- M. No Third Party Beneficiaries. There are no intended third-party beneficiaries under this MOU and no such other third parties shall have any rights or obligations hereunder.

Counterparts. This MOU may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

V. AUTHORIZATION

IN WITNESS WHEREOF, the undersigned agree that the terms of this Memorandum of Understanding outline the process and responsibilities for each party in the preparation of minimal impact film permits for productions within the City of Menifee.

City of Menifee

Daniel R. Taylor
President
Inland Empire Film Services, Inc.

Date

Date