



Council Agenda Report

To: Mayor Grisanti and the Honorable Members of the City Council

Prepared by: Joseph D. Toney, Assistant City Manager

Reviewed by: Elizabeth Shavelson, Deputy City Manager

Approved by: Steve McClary, City Manager

Date prepared: November 3, 2022 Meeting date: November 28, 2022

Subject: Professional Services Agreement with Solid Waste Solutions, Inc., for Film Permit Services

RECOMMENDED ACTION: Authorize the Mayor to execute a professional services agreement with Solid Waste Solutions, Inc. (SWS) for Film Permit Services.

FISCAL IMPACT: There is no fiscal impact associated with the recommended action. The funding for these services has been included in the FY 2022-23 Adopted Budget in Account No. 100-7054-5117 (Finance – Film Permit Consultant). The City collects revenue when permits are issued for filming within the City. The budget includes \$450,000 (Account No. 100-0000-3202) of expected revenue from film permits and an expense line-item amount of \$337,500 (Account No. 100-7054-5117) for the Film Permit Consultant expenses.

WORK PLAN: This item was not included in the Adopted Work Plan for Fiscal Year 2022-2023. This project is part of normal staff operations.

DISCUSSION: The City of Malibu currently contracts for film permit activities. On September 27, 2022, the City Council received a report on the film permit services and directed staff to issue a Request for Proposals (RFP) for film permitting services.

The City issued the RFP for film permitting services on September 28, 2022, and proposals were due on October 25, 2022. The City received one (1) proposal in response to the RFP. After reviewing the proposal, staff recommends entering into an agreement with SWS. SWS has provided film permitting processing and management services to the City since 2000. The City has regularly issued RFPs for film permit

services to see if any other consultants might offer better services. While multiple RFPs have been issued over the years, the services have ultimately been provided by the same vendor, SWS, due to the required qualifications and limited available alternatives. As a result, staff is recommending that this agreement be for a five-year term for continuity of operations.

SWS also currently performs film permitting services for the City of Agoura. SWS is familiar with the area and the various regulatory agencies and is able to provide a local and hands-on approach to the film process. SWS provides roving monitors that check all filming activities as they occur and provides assigned monitors as needed. Under the terms of the agreement, SWS will retain seventy-five percent of the fees collected and the City will receive twenty-five percent of the fees collected which accurately reflects the reasonable cost of the services provided.

ATTACHMENTS: Professional Services Agreement with SWS

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of November 28, 2022 by and between the City of Malibu (hereinafter referred to as the "City"), and Solid Waste Solutions Inc. (hereinafter referred to as "Consultant").

The City and the Consultant agree as follows:

RECITALS

- A. The City does not have the personnel able and/or available to perform the services required under this Agreement.
- B. The City desires to contract out for consulting services for certain projects relating film permit processing and management services.
- C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.
- D. The City desires to contract with the Consultant to perform the services as described in Exhibit A of this Agreement.

NOW, THEREFORE, the City and the Consultant agree as follows:

1.0 SCOPE OF THE CONSULTANT'S SERVICES. The Consultant agrees to provide the services and perform the tasks set forth in the Scope of Work, attached to and made part of this Agreement, except that, to the extent that any provision in Exhibit A conflicts with this Agreement, the provisions of this Agreement govern. The Scope of Work may be amended from time to time by way of a written directive from the City.

2.0 TERM OF AGREEMENT. This Agreement will become effective on December 1, 2022, and will remain in effect for a period of five years from said date unless otherwise expressly extended and agreed to by both parties or terminated by either party as provided herein.

3.0 CITY AGENT. The City Manager, or his or her designee, for the purposes of this Agreement, is the agent for the City; whenever approval or authorization is required, Consultant understands that the City Manager, or his or her designee, has the authority to provide that approval or authorization.

4.0 COMPENSATION FOR SERVICES. The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with the Scope of Work's fee and cost schedule (Exhibit A). No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or his or her designee.

4.1 The Consultant shall submit to the City, by no later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. The City shall pay the Consultant all uncontested amounts set forth in the Consultant's bill within 30 days after it is received.

5.0 CONFLICT OF INTEREST. The Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by the Consultant under this Agreement. The Consultant further represents that in performance of this Agreement, no person having any such interest shall be employed by it.

5.1 The Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this contract, the Consultant shall not offer, encourage or accept any financial interest in the Consultant's business by any City employee or official.

5.2 If a portion of the Consultant's services called for under this Agreement shall ultimately be paid for by reimbursement from and through an agreement with a developer of any land within the City or with a City franchisee, the Consultant warrants that it has not performed any work for such developer/franchisee within the last 12 months, and shall not negotiate, offer or accept any contract or request to perform services for that identified developer/franchisee during the term of this Agreement.

6.0 GENERAL TERMS AND CONDITIONS.

6.1 Termination. Either the City Manager or the Consultant may terminate this Agreement, without cause, by giving the other party sixty (60) days written notice of such termination and the effective date thereof.

6.1.1 In the event of such termination, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, drawings, models, maps, or other documentation prepared by or in the possession of the Consultant under this Agreement shall be returned to the City. If the City terminates this Agreement without cause, the Consultant shall prepare and shall be entitled to receive compensation pursuant to a close-out bill for services rendered and fees incurred pursuant to this Agreement through the notice of termination. If the Consultant terminates this Agreement without cause, the Consultant shall be paid only for those services completed in a manner satisfactory to the City.

6.1.2 If the Consultant or the City fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant or the City violate any of the covenants, agreements, or stipulations of this Agreement, the Consultant or the City shall have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date of such termination. The Consultant shall be entitled to receive compensation in accordance with the terms of this Agreement for any work satisfactorily completed hereunder. Notwithstanding the foregoing, the Consultants shall not be relieved of liability for damage sustained by virtue of any breach of this Agreement and any payments due under this Agreement may be withheld to off-set anticipated damages.

6.2 Non-Assignability. The Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of the City.

6.3 Non-Discrimination. The Consultant shall not discriminate as to race, creed, gender, color, national origin or sexual orientation in the performance of its services and duties pursuant to this Agreement, and will comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments.

6.4 Insurance. The Consultant shall submit to the City certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement:

(a) Workers Compensation Insurance as required by law. The Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees.

(b) Comprehensive general and automobile liability insurance protecting the Consultant in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of one occurrence, and \$500,000 for property damages or a combined single limit of \$1,000,000. Each such policy of insurance shall:

1) Be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California or which is approved in writing by City.

2) Name and list as additional insured the City, its officers and employees.

3) Specify its acts as primary insurance.

4) Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled nor materially changed except upon thirty (30) days prior written notice to the City of such cancellation or material change."

5) Cover the operations of the Consultant pursuant to the terms of this Agreement.

6.5 Indemnification. Consultant shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of City's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Should City in its sole discretion find Consultant's legal counsel unacceptable, then Consultant shall reimburse the City its costs of defense, including without

limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The Consultant shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

6.6 Compliance with Applicable Law. The Consultant and the City shall comply with all applicable laws, ordinances and codes of the federal, state, county and city governments, including, without limitation, Malibu Municipal Code Chapter 5.36 Minimum Wage.

6.7 Independent Contractor. This Agreement is by and between the City and the Consultant and is not intended, and shall not be construed, to create the relationship of agency, servant, employee, partnership, joint venture or association, as between the City and the Consultant.

6.7.1. The Consultant shall be an independent contractor, and shall have no power to incur any debt or obligation for or on behalf of the City. Neither the City nor any of its officers or employees shall have any control over the conduct of the Consultant, or any of the Consultant's employees, except as herein set forth, and the Consultant expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants or employees are in any manner employees of the City, it being distinctly understood that the Consultant is and shall at all times remain to the City a wholly independent contractor and the Consultant's obligations to the City are solely such as are prescribed by this Agreement.

6.8 Copyright. No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.

6.9 Legal Construction.

(a) This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

(b) This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

(c) The article and section, captions and headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

(d) Whenever in this Agreement the context may so require, the

masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

6.10 Counterparts. This Agreement may be executed in counterparts and as so executed shall constitute an agreement which shall be binding upon all parties hereto.

6.11 Final Payment Acceptance Constitutes Release. The acceptance by the Consultant of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to the Consultant for anything done, furnished or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of the Consultant, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

6.12 Corrections. In addition to the above indemnification obligations, the Consultant shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to the Consultant.

6.13 Files. All files of the Consultant pertaining to the City shall be and remain the property of the City. The Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

6.14 Waiver; Remedies Cumulative. Failure by a party to insist upon the performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

6.15 Mitigation of Damages. In all such situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

6.16 Partial Invalidity. If any provision in this Agreement is held by a court

of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

6.17 Attorneys' Fees. The parties hereto acknowledge and agree that each will bear his/her or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

6.18 Entire Agreement. This Agreement constitutes the whole agreement between the City and the Consultant, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes or modifications to this Agreement must be made in writing appropriately executed by both the City and the Consultant.

6.19 Notices. Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

CITY:	Steve McClary City Manager City of Malibu 23825 Stuart Ranch Road Malibu, CA 90265-4861 TEL (310) 456-2489 x 226 FAX (310) 456-2760	CONSULTANT:	Kimberly Nilsson President Solid Waste Solutions Inc. 25 West Rolling Oaks Dr. Suite 201 Thousand Oaks, CA 91361 TEL (805) 495-7521 FAX (805) 495-7621
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6.20 Warranty of Authorized Signatories and Acceptance of Facsimile or Electronic Signatures. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered physically or by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

7.0 GENERAL TERMS AND CONDITIONS. (City and Consultant initials required at EITHER 7.1 or 7.2)

7.1 Disclosure Required. By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a "consultant" for the purposes of the California Political Reform Act because Consultant's duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a) or otherwise serves in a staff capacity for which disclosure would

otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City’s Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City’s Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant’s disclosure obligations in accordance with the City’s Conflict of Interest Code.

City Initials _____
Consultant Initials _____

7.2 Disclosure not Required. By their initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is not a “consultant” for the purpose of the California Political Reform Act because Consultant’s duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18700.3(a) and is otherwise not serving in staff capacity in accordance with the City’s Conflict of Interest Code.

City Initials KN
Consultant Initials _____

This Agreement is executed on _____, at Malibu, California, and effective as of December 1, 2022.

CITY OF MALIBU:

PAUL GRISANTI, Mayor

ATTEST:

KELSEY PETTIJOHN, City Clerk
(seal)

CONSULTANT:
Kimberly Nilsson

By: KIMBERLY NILSSON, President
Solid Waste Solutions, Inc.

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEY’S OFFICE _____
TREVOR RUSIN, Interim City Attorney

Exhibit A
Film Permit Processing and Management Services
Scope of Work

Malibu Municipal Code (“MMC”) Section 5.20 governs the City’s Motion Picture, Television and Photographic Productions functions. The City issues permits for motion pictures, television and photographic functions on a fee basis. Fees are adopted annually by the City Council. Solid Waste Solutions, Inc. (“Consultant” or “SWS”) will process and manage film permits in accordance with MMC Section 5.20.

To process and manage the City of Malibu’s film permits, the consultant shall perform the following tasks:

1. Issuance of all filming permits within the City limits
 - a. All permits that would allow over 125 people on a site must be approved by the City Manager or designee.
2. The Permit Process
 - a. Receive permit from permittee or their agent. Permit includes:
 - i. Application
 - ii. Insurance certificate and endorsement naming the City of Malibu as additionally insured. Paper copies and a database of insurance certificates are maintained.
 - iii. Deposit Requirement. Consultant shall require all applicants over 125 people to post, with the City, a faithful performance bond or check, pursuant to MMC §5.20.120 as appropriate to ensure compliance with MMC Chapter 5.20. When Consultant receives permit applications that would allow over 125 people on a site, Consultant shall obtain approval from the City Manager, or designee, for the bond or check amount. Consultant will not receive a percentage, fee, or compensation from any penalties assessed against permittee, bond or cashier’s check proceeds, insurance payouts, fines, or other payments required due to noncompliance with conditions or damage to property.
 - iv. 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 Malibu Municipal Code filming requirements.
 4. Payment
 - v. Consultant shall require that the Applicant provide any and all prior written warnings, notices of violation, and citations, if any, issued by the City or Consultant within the last five (5) years relating to violations of MMC § 5.20.
 - b. Permit Review Process:
 - i. Insurance is checked to confirm the limits and endorsement are correct.

- ii. Special conditions are added to the permit as deemed necessary. Issues can relate to parking, traffic, safe access, noise, road use, lighting, etc.
 - iii. For after-hour and special effects requests, signature forms are generated that include a radius map and/or list of addresses to contact. These are reviewed for compliance in accordance with City ordinance.
 - iv. An invoice reflecting current fees is distributed to the permittee or designated agent.
 - v. City collects and quarterly remits the Los Angeles County Fire Department permit review fees. SWS to provide city a detailed fee report at the end of every quarter.
 - vi. For shoots greater than 125 people, SWS shall confirm receipt of permittee's posting of a faithful performance bond or check to the City shall be required before a permit is granted.
 - vii. Consultant shall forward to the City any applications that contain reference to prior written warnings, notices of violation, and citations issued by the City or Consultant within the last five (5) years relating to violations of MMC §5.20. The City will have final say over whether applicant's prior history of violations demonstrates that applicant's permit will (1) unduly interfere with normal governmental or City operations, (2) threaten to result in damage or detriment to public property, or (3) result in the City incurring costs or expenditures in either money or personnel not reimbursed in advance by the applicant, pursuant to MMC § 5.20.070.
 - viii. Consultant shall notify the City of the violation of any permit condition or MMC provision that are not immediately cured.
- c. Local Agency Coordination:
- i. All permits are reviewed by the Los Angeles County Fire Department Film Desk.
 - ii. If driving scenes or other special circumstances are requested the 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, excluding Pacific Coast Highway.
 - iv. For all permits at a City of Malibu park and recreation facility, a City Parks permit is required in advance of issuance of the Film Permit. The SWS staff coordinates with City Park and Recreation staff to determine if additional city staffing/monitors are required or special conditions are needed.
 - v. If a permit is for a County of Los Angeles Beach, the Malibu Film Office sends the application to Film LA and LA County Beaches and Harbors.
 - vi. SWS also coordinates with the California Film Commission relative to their permit's issues within Malibu's city limits.
- d. Record Additional Information on Permit Applications:

- i. If a permit is complicated or controversial to the surrounding community, SWS staff meets with the Production Company on site for a pre-production walk through to assess and mitigate the impact of proposed filming activities.
 - 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, SWS will provide Production Company with necessary County paperwork.
 - iii. Process payment of fees. If a credit card is used, SWS will process the credit card information through the City provided credit card machine or City Stripe program. 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. SWS will also process to the City accounting department any refunds required. All refunds are issued by check and do not include any credit card or Fire Department fees, both are non-refundable.
 - 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 and information are properly signed and submitted, and the bond or check (if applicable) is received, the permit will be issued.
- 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 Beaches and Harbors if necessary. SWS will invoice for any additional fees and interact with all required agencies as described above.
- f. Issuance of film permit. E-mail or fax the permit to the permittee or agent with the "Approved Permit Compliance" memorandum. When the permit is for a LA County Beach, the permit is also emailed to FilmLA, Los Angeles County Department of Beaches and Harbors and Modern Parking Inc. (MPI) the parking vendor for LA County.
- g. Unless the permit is for still photographic productions comprised of cast and crew of fewer than fifteen (15) people where all filming activities occur on the filming location, a notification is to be distributed to properties within 500 feet of the filming location at least twenty-four (24) hours before the first day of filming. The notification informs residents of the filming activities with contact telephone numbers for the Production Company and SWS. A cell phone number for SWS is included on all notices. Currently, the number is (805) 732-9433.
- h. When the film permit activities require it, SWS will provide a monitor to be specifically assigned to a 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 condition of their permit. Monitoring fees to be paid by the permittee at the full rate of SWS costs directly to SWS.
- 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 manager or production staff to remedy any problems. Should the daily roving monitor find any violations of the permit conditions, they will immediately be remedied.

Only if the company does not comply, will SWS notify the City who will then determine whether the permitted activities may continue or should be suspended until the permit conditions are fully complied with by permittee. SWS will also go to a specific filming location if there are issues occurring. Please note that the cell phone number provided is a 24-hour number. Should SWS miss a contact, the resident will be contacted 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. Prepare required radius maps and check lists for properties requiring signatures. Currently SWS uses the City's GIS.
 - 2. Scan all issued permits including all associated documents into individual pdf files. The pdf permits files and filming database are provided to the City quarterly.
 - 3. Consultant shall retain all written warnings, notices of violation, and citations, if any, issued by the City or Consultant within the last five (5) years relating to violations of MMC § 5.20 for every applicant.
 - ii. Provide an Ombudsman available 7 days a week via cell phone to assist all residents with questions and concerns.
 - iii. Prepare policy revisions as requested by City staff
 - iv. Unless located on private property or County Property, Consultant will visit the site to confirm that the area used for the permitted activity is clear of trash and debris, pursuant to MMC § 5.20.120. Upon inspection, should Consultant find trash and debris, or damage to the permitted area, Consultant shall immediately notify the City. Consultant shall document any such violation, including but not limited to photographic and/or video evidence.

Consultant Team shall include Kimberly Nilsson, the Project Manager, and additional fulltime employees to assist with the day to day coordination of applications and film permits, including monitoring, noticing and managing technology needs as required for this contract.

Project Manager: Kimberly Nilsson, Solid Waste Solutions, Inc. Owner will provide the film office permitting oversight, and management of the Malibu Film Office for all tasks associated with this project.

Schedule of Fees

Cost of services shall be billed as follows:

Services	Costs
Monthly Film Permit Processing and Management Services	(Monthly Film Permit Fees) X 75%*

*Note: Monthly Film Permit Fees is the total revenue generated for a month from the Permit Fees detailed in MMC section 5.20.060 minus the Los Angeles County Fire Department Fees collected. Monthly Film Permit Fees does not include any penalties collected, bond or check proceeds, insurance payouts, fines, other payments required due to noncompliance with conditions or damage to property. On-site assigned monitors will be paid directly by the permittee at the full rate of SWS costs directly to SWS.

Additional services:

Should additional services be needed, the following fee schedule shall be used. Any additional services will require approval from the City Manager or designee. Only special requests by the City shall be considered an additional service subject to the below rates, and may be the responsibility of the permittee. Standard business operations, including, but not limited to, maintaining a database or software system for SWS operations is the responsibility of SWS and is not an additional service.

Standard SWS Inc. Billing Rates:

Professional Staff	Hourly Rate
Recycling Coordinator & Permit Processor: Enforcement	\$86.00/hour
Senior Manager/Computer Programming / Database-Development/Management:	\$174.00/hour
Principal:	\$199.00/hour