

PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
GOAL PRODUCTIONS, INC.
FOR
ON-CALL VIDEO PRODUCTION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Huntington Beach, a municipal corporation of the State of California, hereinafter referred to as "CITY," and Goal Productions, Incorporated, a corporation hereinafter referred to as "CONSULTANT."

WHEREAS, CITY desires to engage the services of a consultant to assist the City with creative programming that will cover City events, local sporting events, community events and concerts; public access programming created for local organizations and organizations; and

Pursuant to documentation on file in the office of the City Clerk, the provisions of the Huntington Beach Municipal Code, Chapter 3.03, relating to procurement of professional service contracts have been complied with; and

CONSULTANT has been selected to perform these services,

NOW, THEREFORE, it is agreed by CITY and CONSULTANT as follows:

1. SCOPE OF SERVICES

CONSULTANT shall provide all services as described in **Exhibit "A,"** which is attached hereto and incorporated into this Agreement by this reference. These services shall sometimes hereinafter be referred to as the "PROJECT."

CONSULTANT hereby designates Robert Ballo who shall represent it and be its sole contact and agent in all consultations with CITY during the performance of this Agreement.

2. CITY STAFF ASSISTANCE

CITY shall assign a staff coordinator to work directly with CONSULTANT in the performance of this Agreement.

3. TERM; TIME OF PERFORMANCE

Time is of the essence of this Agreement. The services of CONSULTANT are to commence on July 23, 2019 (the "Commencement Date"). This Agreement shall automatically terminate two (2) years from the Commencement Date, unless extended or sooner terminated as provided herein. All tasks specified in **Exhibit "A"** shall be completed no later than six (6) months from the Commencement Date. The time for performance of the tasks identified in **Exhibit "A"** are generally to be shown in **Exhibit "A."** This schedule may be amended to benefit the PROJECT if mutually agreed to in writing by CITY and CONSULTANT.

In the event the Commencement Date precedes the Effective Date, CONSULTANT shall be bound by all terms and conditions as provided herein.

4. COMPENSATION

In consideration of the performance of the services described herein, CITY agrees to pay CONSULTANT on a time and materials basis at the rates specified in **Exhibit "B,"** which is attached hereto and incorporated by reference into this Agreement, a fee, including all costs and expenses, not to exceed Twenty Thousand Dollars (\$20,000).

5. EXTRA WORK

In the event CITY requires additional services not included in **Exhibit "A"** or changes in the scope of services described in **Exhibit "A,"** CONSULTANT will undertake such work only after receiving written authorization from CITY. Additional compensation for such extra work shall be allowed only if the prior written approval of CITY is obtained.

6. METHOD OF PAYMENT

CONSULTANT shall be paid pursuant to the terms of **Exhibit "B."**

7. DISPOSITION OF PLANS, ESTIMATES AND OTHER DOCUMENTS

CONSULTANT agrees that title to all materials prepared hereunder, including, without limitation, all original drawings, designs, reports, both field and office notices, calculations, computer code, language, data or programs, maps, memoranda, letters and other documents, shall belong to CITY, and CONSULTANT shall turn these materials over to CITY upon expiration or termination of this Agreement or upon PROJECT completion, whichever shall occur first. These materials may be used by CITY as it sees fit.

8. HOLD HARMLESS

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

B. To the extent that CONSULTANT performs "Design Professional Services" within the meaning of Civil Code Section 2782.8, then the following Hold Harmless provision applies in place of subsection A above:

"CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY and its officers, elected or appointed officials, employees, agents and volunteers, from and against any and all claims, damages, losses, expenses, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) to the extent that the claims against CONSULTANT arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT. In no event shall the cost to defend charged to CONSULTANT exceed CONSULTANT's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more other defendants to the claims and/or litigation is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, CONSULTANT shall meet and confer with CITY and other defendants regarding unpaid defense costs. The duty to indemnify, including the duty and the cost to defend, is limited as provided in California Civil Code Section 2782.8.

C. Regardless of whether subparagraph A or B applies, CITY shall be reimbursed by CONSULTANT for all costs and attorney's fees incurred by CITY in enforcing this obligation. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT.

9. PROFESSIONAL LIABILITY INSURANCE

CONSULTANT shall obtain and furnish to CITY a professional liability insurance policy covering the work performed by it hereunder. This policy shall provide coverage for

CONSULTANT's professional liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate. The above-mentioned insurance shall not contain a self-insured retention without the express written consent of CITY; however an insurance policy "deductible" of Ten Thousand Dollars (\$10,000.00) or less is permitted. A claims-made policy shall be acceptable if the policy further provides that:

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

CONSULTANT will make every effort to maintain similar insurance during the required extended period of coverage following PROJECT completion. If insurance is terminated for any reason, CONSULTANT agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this Agreement.

If CONSULTANT fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the CITY with required proof that insurance has been procured and is in force and paid for, the CITY shall have the right, at the CITY's election, to forthwith terminate this Agreement. Such termination shall not affect Consultant's right to be paid for its time and materials expended prior to notification of termination. CONSULTANT waives the right to receive compensation and agrees to indemnify the CITY for any work performed prior to approval of insurance by the CITY.

10. CERTIFICATE OF INSURANCE

Prior to commencing performance of the work hereunder, CONSULTANT shall furnish to CITY a certificate of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverage as required by this Agreement; the certificate shall:

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

CONSULTANT shall maintain the foregoing insurance coverage in force until the work under this Agreement is fully completed and accepted by CITY.

The requirement for carrying the foregoing insurance coverage shall not derogate from CONSULTANT's defense, hold harmless and indemnification obligations as set forth in this Agreement. CITY or its representative shall at all times have the right to demand the original or a copy of the policy of insurance. CONSULTANT shall pay, in a prompt and timely manner, the premiums on the insurance hereinabove required.

11. INDEPENDENT CONTRACTOR

CONSULTANT is, and shall be, acting at all times in the performance of this Agreement as an independent contractor herein and not as an employee of CITY. CONSULTANT shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other

payroll deductions for CONSULTANT and its officers, agents and employees and all business licenses, if any, in connection with the PROJECT and/or the services to be performed hereunder.

12. TERMINATION OF AGREEMENT

All work required hereunder shall be performed in a good and workmanlike manner. CITY may terminate CONSULTANT's services hereunder at any time with or without cause, and whether or not the PROJECT is fully complete. Any termination of this Agreement by CITY shall be made in writing, notice of which shall be delivered to CONSULTANT as provided herein. In the event of termination, all finished and unfinished documents, exhibits, report, and evidence shall, at the option of CITY, become its property and shall be promptly delivered to it by CONSULTANT.

13. ASSIGNMENT AND DELEGATION

This Agreement is a personal service contract and the work hereunder shall not be assigned, delegated or subcontracted by CONSULTANT to any other person or entity without the prior express written consent of CITY. If an assignment, delegation or subcontract is approved, all approved assignees, delegates and subconsultants must satisfy the insurance requirements as set forth in Sections 9 and 10 hereinabove.

14. COPYRIGHTS/PATENTS

CITY shall own all rights to any patent or copyright on any work, item or material produced as a result of this Agreement.

15. CITY EMPLOYEES AND OFFICIALS

CONSULTANT shall employ no CITY official nor any regular CITY employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any

financial interest in this Agreement in violation of the applicable provisions of the California Government Code.

16. NOTICES

Any notices, certificates, or other communications hereunder shall be given either by personal delivery to CONSULTANT's agent (as designated in Section 1 hereinabove) or to CITY as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses specified below. CITY and CONSULTANT may designate different addresses to which subsequent notices, certificates or other communications will be sent by notifying the other party via personal delivery, a reputable overnight carrier or U. S. certified mail-return receipt requested:

TO CITY:

City of Huntington Beach
ATTN: Antonia Graham
2000 Main Street
Huntington Beach, CA 92648

TO CONSULTANT:

GOAL Productions, Inc.
ATTN: Robert Ballo
1905 Victory Blvd, Suite 6
Glendale, CA 91201

17. CONSENT

When CITY's consent/approval is required under this Agreement, its consent/approval for one transaction or event shall not be deemed to be a consent/approval to any subsequent occurrence of the same or any other transaction or event.

18. MODIFICATION

No waiver or modification of any language in this Agreement shall be valid unless in writing and duly executed by both parties.

19. SECTION HEADINGS

The titles, captions, section, paragraph and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

20. INTERPRETATION OF THIS AGREEMENT

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

21. DUPLICATE ORIGINAL

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of

the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

22. IMMIGRATION

CONSULTANT shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the United States Code regarding employment verification.

23. LEGAL SERVICES SUBCONTRACTING PROHIBITED

CONSULTANT and CITY agree that CITY is not liable for payment of any subcontractor work involving legal services, and that such legal services are expressly outside the scope of services contemplated hereunder. CONSULTANT understands that pursuant to *Huntington Beach City Charter* Section 309, the City Attorney is the exclusive legal counsel for CITY; and CITY shall not be liable for payment of any legal services expenses incurred by CONSULTANT.

24. ATTORNEY'S FEES

In the event suit is brought by either party to construe, interpret and/or enforce the terms and/or provisions of this Agreement or to secure the performance hereof, each party shall bear its own attorney's fees, such that the prevailing party shall not be entitled to recover its attorney's fees from the nonprevailing party.

25. SURVIVAL

Terms and conditions of this Agreement, which by their sense and context survive the expiration or termination of this Agreement, shall so survive.

26. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

27. SIGNATORIES

Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify CITY fully for any injuries or damages to CITY in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

28. ENTIRETY


The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiation, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this Agreement. This Agreement, and the attached exhibits, contain the entire agreement between the parties respecting the subject matter of this Agreement, and supersede all prior understandings and agreements whether oral or in writing between the parties respecting the subject matter hereof.

29. EFFECTIVE DATE

This Agreement shall be effective on the date of its approval by the City Attorney.
This Agreement shall expire when terminated as provided herein.

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

CONSULTANT,
GOAL Productions
Robert Ballo

By: 
Robert Ballo
print name

ITS: (circle one) Chairman/President/Vice President

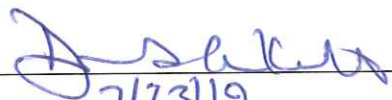
AND

By: _____

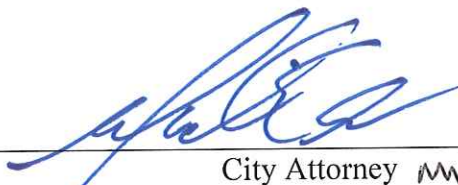

print name

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

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


7/23/19 Director/Chief
(Pursuant To HBMC §3.03.100) Interim
City Manager

APPROVED AS TO FORM:


City Attorney 

Date 7/23/19

RECEIVE AND FILE:


City Clerk

Date 7/31/19 

EXHIBIT "A"

A. STATEMENT OF WORK: (Narrative of work to be performed)

The City seeks creative programming that will cover City events, local sporting events, community events and concerts; and public access programming created for local residents and organizations. Under direction of the HB 3 Cable Channel Manager and the Community Relations Officer, the City Council Communications Committee desires new, fresh, and creative content that will attract a diverse audience. Programs must be suitable for broadcast on the PEG channel and are subject to approval by the City Council, City Council Communications Committee, and City representatives

B. CONSULTANT'S DUTIES AND RESPONSIBILITIES:

Work collaboratively with the CITY via the Cable Channel Manager and the City's Communication Committee to create creative programming to be aired on the City's PEG Channel.

The CONSULTANT shall be able to assist the CITY with the following technical requirements either through their own acumen or via a sub-contractor, in order to meet the on-call needs of the City at any given time during the contract term:

- HD Shooting
- Voiceover talent
- Closed captioning capability
- Video editing
- Music licensing
- Animated/Motion graphics

- Social Media (e.g. Facebook Live, Instagram, etc.)
- Vlog
- Short and long version programming

C. CITY'S DUTIES AND RESPONSIBILITIES:

The CITY shall work collaboratively with the CONSULTANT to identify appropriate staff members to work with CONSULTANT to advance the goals of the City Council and the Communications Committee to create programming for the City's PEG Channel. CITY will not control the manner or means of CONSULTANTS services

D. WORK PROGRAM/PROJECT SCHEDULE:

While the term of this agreement is for two years plus a one year extension, the CITY and CONSULTANT will work collaboratively to set a schedule for work to be completed on a per project basis.

EXHIBIT "B"

Payment Schedule (Hourly Payment)

A. Hourly Rate

CONSULTANT'S fees for such services shall be based upon the following hourly rate and cost schedule:

See attached Exhibit B

B. Travel Charges for time during travel are not reimbursable.

C. Billing

1. All billing shall be done monthly in fifteen (15) minute increments and matched to an appropriate breakdown of the time that was taken to perform that work and who performed it.
2. Each month's bill should include a total to date. That total should provide, at a glance, the total fees and costs incurred to date for the project.
3. A copy of memoranda, letters, reports, calculations and other documentation prepared by CONSULTANT may be required to be submitted to CITY to demonstrate progress toward completion of tasks. In the event CITY rejects or has comments on any such product, CITY shall identify specific requirements for satisfactory completion.
4. CONSULTANT shall submit to CITY an invoice for each monthly payment due. Such invoice shall:
 - A) Reference this Agreement;
 - B) Describe the services performed;
 - C) Show the total amount of the payment due;
 - D) Include a certification by a principal member of CONSULTANT's firm that the work has been performed in accordance with the provisions of this Agreement; and
 - E) For all payments include an estimate of the percentage of work completed.

Upon submission of any such invoice, if CITY is satisfied that CONSULTANT is making satisfactory progress toward completion of tasks in accordance with this Agreement, CITY shall approve the invoice, in which event payment shall be made within thirty (30) days of receipt of the invoice by CITY. Such approval shall not be unreasonably withheld. If CITY does not approve an invoice, CITY shall notify CONSULTANT in writing of the reasons for non-approval and the schedule of performance set forth in **Exhibit "A"** may at the option of CITY be suspended until the parties agree that past performance by CONSULTANT is in, or has been brought

into compliance, or until this Agreement has expired or is terminated as provided herein.

5. Any billings for extra work or additional services authorized in advance and in writing by CITY shall be invoiced separately to CITY. Such invoice shall contain all of the information required above, and in addition shall list the hours expended and hourly rate charged for such time. Such invoices shall be approved by CITY if the work performed is in accordance with the extra work or additional services requested, and if CITY is satisfied that the statement of hours worked and costs incurred is accurate. Such approval shall not be unreasonably withheld. Any dispute between the parties concerning payment of such an invoice shall be treated as separate and apart from the ongoing performance of the remainder of this Agreement.

PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
GOAL PRODUCTIONS, INC.
FOR
ON-CALL VIDEO PRODUCTION

Table of Contents

1	Scope of Services	1
2	City Staff Assistance	2
3	Term; Time of Performance	2
4	Compensation.....	2
5	Extra Work	2
6	Method of Payment	3
7	Disposition of Plans, Estimates and Other Documents	3
8	Hold Harmless.....	3
9	Professional Liability Insurance	4
10	Certificate of Insurance	5
11	Independent Contractor	6
12	Termination of Agreement	6
13	Assignment and Delegation.....	6
14	Copyrights/Patents	7
15	City Employees and Officials.....	7
16	Notices... ..	7
17	Consent.....	8
18	Modification	8
19	Section Headings.....	8
20	Interpretation of this Agreement	8
21	Duplicate Original	9
22	Immigration.....	9
23	Legal Services Subcontracting Prohibited	9
24	Attorney's Fees	10
25	Survival	10
26	Governing Law.....	10
27	Signatories.....	10
28	Entirety	10
29	Effective Date.....	11

EXHIBIT "A"

A. STATEMENT OF WORK: (Narrative of work to be performed)

The City seeks creative programming that will cover City events, local sporting events, community events and concerts; and public access programming created for local residents and organizations. Under direction of the HB 3 Cable Channel Manager and the Community Relations Officer, the City Council Communications Committee desires new, fresh, and creative content that will attract a diverse audience. Programs must be suitable for broadcast on the PEG channel and are subject to approval by the City Council, City Council Communications Committee, and City representatives

B. CONSULTANT'S DUTIES AND RESPONSIBILITIES:

Work collaboratively with the CITY via the Cable Channel Manager and the City's Communication Committee to create creative programming to be aired on the City's PEG Channel.

The CONSULTANT shall be able to assist the CITY with the following technical requirements either through their own acumen or via a sub-contractor, in order to meet the on-call needs of the City at any given time during the contract term:

- HD Shooting
- Voiceover talent
- Closed captioning capability
- Video editing
- Music licensing
- Animated/Motion graphics

- Social Media (e.g. Facebook Live, Instagram, etc.)
- Vlog
- Short and long version programming

C. CITY'S DUTIES AND RESPONSIBILITIES:

The CITY shall work collaboratively with the CONSULTANT to identify appropriate staff members to work with CONSULTANT to advance the goals of the City Council and the Communications Committee to create programming for the City's PEG Channel. CITY will not control the manner or means of CONSULTANTS services

D. WORK PROGRAM/PROJECT SCHEDULE:

While the term of this agreement is for two years plus a one year extension, the CITY and CONSULTANT will work collaboratively to set a schedule for work to be completed on a per project basis.

EXHIBIT "B"

Payment Schedule (Hourly Payment)

A. Hourly Rate

CONSULTANT'S fees for such services shall be based upon the following hourly rate and cost schedule:

See attached Exhibit B

B. Travel Charges for time during travel are not reimbursable.

C. Billing

1. All billing shall be done monthly in fifteen (15) minute increments and matched to an appropriate breakdown of the time that was taken to perform that work and who performed it.
2. Each month's bill should include a total to date. That total should provide, at a glance, the total fees and costs incurred to date for the project.
3. A copy of memoranda, letters, reports, calculations and other documentation prepared by CONSULTANT may be required to be submitted to CITY to demonstrate progress toward completion of tasks. In the event CITY rejects or has comments on any such product, CITY shall identify specific requirements for satisfactory completion.
4. CONSULTANT shall submit to CITY an invoice for each monthly payment due. Such invoice shall:
 - A) Reference this Agreement;
 - B) Describe the services performed;
 - C) Show the total amount of the payment due;
 - D) Include a certification by a principal member of CONSULTANT's firm that the work has been performed in accordance with the provisions of this Agreement; and
 - E) For all payments include an estimate of the percentage of work completed.

Upon submission of any such invoice, if CITY is satisfied that CONSULTANT is making satisfactory progress toward completion of tasks in accordance with this Agreement, CITY shall approve the invoice, in which event payment shall be made within thirty (30) days of receipt of the invoice by CITY. Such approval shall not be unreasonably withheld. If CITY does not approve an invoice, CITY shall notify CONSULTANT in writing of the reasons for non-approval and the schedule of performance set forth in **Exhibit "A"** may at the option of CITY be suspended until the parties agree that past performance by CONSULTANT is in, or has been brought

into compliance, or until this Agreement has expired or is terminated as provided herein.

5. Any billings for extra work or additional services authorized in advance and in writing by CITY shall be invoiced separately to CITY. Such invoice shall contain all of the information required above, and in addition shall list the hours expended and hourly rate charged for such time. Such invoices shall be approved by CITY if the work performed is in accordance with the extra work or additional services requested, and if CITY is satisfied that the statement of hours worked and costs incurred is accurate. Such approval shall not be unreasonably withheld. Any dispute between the parties concerning payment of such an invoice shall be treated as separate and apart from the ongoing performance of the remainder of this Agreement.

PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
GOAL PRODUCTIONS, INC.
FOR
ON-CALL VIDEO PRODUCTION

Table of Contents

1	Scope of Services	1
2	City Staff Assistance	2
3	Term; Time of Performance	2
4	Compensation	2
5	Extra Work	2
6	Method of Payment	3
7	Disposition of Plans, Estimates and Other Documents	3
8	Hold Harmless	3
9	Professional Liability Insurance	4
10	Certificate of Insurance	5
11	Independent Contractor	6
12	Termination of Agreement	6
13	Assignment and Delegation	6
14	Copyrights/Patents	7
15	City Employees and Officials	7
16	Notices	7
17	Consent	8
18	Modification	8
19	Section Headings	8
20	Interpretation of this Agreement	8
21	Duplicate Original	9
22	Immigration	9
23	Legal Services Subcontracting Prohibited	9
24	Attorney's Fees	10
25	Survival	10
26	Governing Law	10
27	Signatories	10
28	Entirety	10
29	Effective Date	11

**RFP 19-0531 | HUNTINGTON BEACH,
ON-CALL VIDEO PRODUCTION AND
MEDIA SERVICES | 05.30.2019**

ON-CALL VIDEO PRODUCTION AND MEDIA SERVICES

SUBMITTED TO:

City of Huntington Beach Finance Department
2000 Main Street
Huntington Beach, CA 92648

ATTENTION:

Jennifer Anderson, Buyer

SUBMITTED BY:

GOAL Productions, Inc.
1905 Victory Blvd., Suite 6
Glendale, CA 91201
Phone: (818) 588-3900
Fax: (818) 588-3903
Email: rballo@goalproductions.com

Exhibit B

Table of Contents

A. Vendor Application Form and Cover Letter	3
B. Background and Project Summary Section	6
C. Methodology Section	6
D. Staffing	10
E. Qualifications	12
F. Work Samples/Portfolio	16
G. Fee Proposal	16

**REQUEST FOR PROPOSAL
VENDOR APPLICATION FORM**

TYPE OF APPLICANT: ☒ NEW ☐ CURRENT VENDOR

Legal Contractual Name of Corporation: GOAL Productions, Inc

Contact Person for Agreement: Robert Ballo

Corporate Mailing Address: 1905 Victory Blvd, Suite 6

City, State and Zip Code: Glendale, CA 91201

E-Mail Address: rballo@goalproductions.com

Phone: 818-588-3900 Fax: 818-588-3903

Contact Person for Proposals: Robert Ballo

Title: President E-Mail Address: rballo@goalproductions.com

Business Telephone: 818-588-3900 Business Fax: 818-588-3903

Is your business: (check one)

☐ NON PROFIT CORPORATION ☒ FOR PROFIT CORPORATION

Is your business: (check one)

☒ CORPORATION ☐ LIMITED LIABILITY PARTNERSHIP
☐ INDIVIDUAL ☐ SOLE PROPRIETORSHIP
☐ PARTNERSHIP ☐ UNINCORPORATED ASSOCIATION

Exhibit B

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
Robert Ballo	Owner and President	818-588-3900

Federal Tax Identification Number: 953615383

City of Huntington Beach Business License Number: _____
(If none, you must obtain a Huntington Beach Business License upon award of contract.)

City of Huntington Beach Business License Expiration Date: N/A

Exhibit B



Dear Jennifer Anderson, Buyer:

Thank you for the opportunity to bid on this project. It is with great pleasure that I introduce GOAL Productions, Inc. (GOAL) to the City of Huntington Beach. We are submitting this proposal to become your on-call vendor for the City's new Public Educational and Governmental Access Channel to produce creative, high-quality programming focusing on what is happening in the community.

We are excited to collaborate with you on this meaningful and impactful project.

As you will see in our body of work, references and video examples, GOAL knows how to produce a wide arrange of content from documentaries, event coverage, educational, entertainment, social media material and more. We've been working with cities and governmental organizations for decades; most recently creating the State of The City video for the City of Chino, Earth Day stories for the Inland Empire Utility Agency, also in Chino, and the 17th Annual Donate Life Run/Walk in Fullerton. Each of these projects incorporated interviews, b-roll, drone footage, multiple cameras and more to tell these important and compelling stories.

GOAL is a full-service digital storytelling production company that takes on projects from idea to distribution. We are a California-certified business. Founded in 1969 as a motion picture company, our firm has a solid history of satisfied clients and award-winning productions. GOAL constantly stays on top of industry trends and technology to deliver videos that communicate our clients' message in the most effective, strategic and immersive methods.

The videos we create recap, provide instruction, promote, and give first person testimonial all with the purpose to engage the audience and exceed our client's expectations and goals. With our sister company, Shadowboxer, we've produced 36 feature films, all of which have received distribution on domestic networks such as Lifetime, TV One and Netflix as well as in international markets. In short, we know how to tell a great story and get it seen.

GOAL has offices in the greater Los Angeles area and Central Coast, with our closest office to Huntington Beach being located in Glendale. We have an in-house team of writer/directors, producers, editors, and animators who are dedicated to ensuring our projects are creatively produced on time and on budget - every time. Beyond our internal resources, we work with a strong network of accomplished freelancers both locally in and around Huntington Beach and all over the country adjusting our team accordingly to the creative and technical requirements of each project. We consider ourselves a local SoCal company and have many clients all over the Southern

Exhibit B

California area. Our work over the past 50 years has taken place in the vast majority of cities from San Diego to Ventura. For a ten year period GOAL produced all of the fund raising videos for United Way of Orange County, during which we filmed in every city within the OC. All the United Way videos were produced in English, Spanish and Vietnamese.

I hope that this proposal serves as a comprehensive understanding of our services as it relates to your project. Thank you very much for your thoughtful consideration. Please don't hesitate to contact me at our office number, 818-588-3900, or on my cell, 626-675-1055, should you have any questions regarding our proposal.

2019 marks GOAL's 50th Anniversary of working with clients who make a positive difference in the world. We look forward to serving the needs of the City of Huntington Beach and exceeding your expectations.

Surf City here we come!

All information submitted in this proposal is true and correct. The proposal shall remain valid for a period of no less than 180 days from the date of submittal.

The project will be managed from the following office location:

GOAL Productions
1905 Victory Blvd., Suite 6
Glendale, CA 91201
818-588-3900

Robert Ballo
President, GOAL Productions, Inc.

Exhibit B

B. BACKGROUND AND PROJECT SUMMARY

GOAL Productions, Inc. has provided similar service to government and municipal agencies over our 50 year history. Through all of our experience there's one thing we've learned – no city is the same. With the City of Huntington Beach transitioning from its PCTA Joint Powers Authority to its own independent platform, GOAL is the perfect organization to be called on when needed for fresh, new and diverse content to retain and attract a wide variety of viewers.

We understand The City seeks to provide professional on-call videography services for use on the City's Public Educational Governmental Access (PEG) Channel (HD Channel 3). Working with the City Council, the City Cable Channel Manager and Community Relation Officer customize content will not only be distributed on the HB Channel, but on other platforms such as streaming apps, the City website, YouTube, Facebook and other social media channels.

The video content produced for The City's PEG Channel will be new, engaging and different. Our team has thoroughly reviewed the current HBTv3 live content, online episodes, and Huntington Beach websites - clearly there is no shortage of great content.

GOAL has a long history of providing entertaining content for local channels. We were recently (2016) nominated for a regional Emmy for a 30-minute documentary we produced showcasing the local history of an orphanage in Indiana.

GOAL is prepared and capable to do the following: HD Shooting, direct Voice talent, make close captions, edit video, secure music licensing, produce animated and motion graphics, distribute content on Social Media channels, and Vlog. Both short and long form programming will be created.

C. METHODOLOGY SECTION

Communication is key to the successful implementation of any plan and in particular creative video services where field work many time presents a one-time opportunity to capture content. You can count on GOAL to get it right the first time as there are no second chances, especially with live events.

While there will be hundreds of different creative ideas discussed and countless ways to portray this information one thing is certain – clear communication is required. Having been in business for 50 years, whether we're creating a recap of City events or putting the first 360 degree camera on a Rose Parade Float, we've honed a seamless and painless approach to creating meaningful content.

1. IMPLEMENTATION PLAN

The items below address the topics of methods, controls, solicitation of and documenting input and communication from all stakeholders and other implementation

Exhibit B

strategies

2. SATISFYING SCOPE OF WORK

} Pre-Production

At the beginning of any assignment, GOAL will develop an outline based upon answers from an online client questionnaire. The outline will describe the purpose, objectives, intended audience demographics, desired outcome, hoped for audience response, as well as to produce a working schedule for pre-production, production and post-production and all deliverables.

From this initial discussion, GOAL will also produce a visual treatment, which will include the conceptual idea, style and theme, interview questions or script (if needed), and a shot list. This treatment will be shared with the City of Huntington Beach for input and approval. We will continue to refine the visual treatment until all items have been signed off on. At this time, our final filming and editing schedule will also be in place. In today's world there are all kinds of unique ways to tell a story: from first person narrative to silent images, from cool ways to use Drones and GoPros to handheld, gimbal stabilized, and traditional use of tripods. Whatever the direction, at GOAL we listen, find the essence of the story, and then plan the best way to use this technology to tell that story. The end results must capture the viewer and stimulate action based upon our original client questionnaire. This is our vision and our plan.

} Production

Our Field Producer/Director and will be assigned as your project manager from start to finish. They will clearly communicate and coordinate with the City of Huntington Beach representative as needed, oversee the production team, ensure that all directives in the visual treatment are met, and coach all on-screen participants. We specialize in making the novice interview subject feel comfortable on camera. Our easy going style puts people at ease so they can be themselves. At GOAL we are present for the people we meet and film. They are safe and the stories we capture show this.

Field photography will be shot in either a documentary or more stylized manner, depending on our pre-production planning and approach. Form follows function as the old saying goes. All equipment and personnel will be provided as we plan the most appropriate way to incorporate all the tools of the trade including: dollies and sliders for beautiful motion photography, interview participants will be dual mic'd, both will be hidden, for superior audio quality, and all interviews will be well lit. We may also incorporate film tricks like time-lapse photography and slow motion/high speed photography to speed up and slow down the environment. Drones will be employed when appropriate. All graphics produced for the video will complement existing City branding and will meet all style guidelines if applicable. We only use 4K production cameras, which can be switched to traditional HD settings. Our many production cameras far exceed the technical requirement of the HD resolution in the RFP.

} Post-Production

Once all the field photography is complete our editorial will be under way. Our first cut tends to be close to a complete edit. Meaning, we utilize graphics, b-roll, temp music,

Exhibit B

and temp voiceover to tell our story in a compelling fashion and try to stay as true to our original concept as possible. The first cut, and all future cuts, will be sent via an online, password protected Vimeo link to our Huntington Beach representative.

We wait for all the collective notes from our client and then begin cut #2. With our second cut we will first implement all your notes from the first cut. Then replace the temp music with the final version of stock music or an original score from a composer. We also hire voiceover talent to replace the temp VO, when applicable. The graphical treatment will be finalized in this second cut.

We'll then send this second cut via Vimeo for your review. Usually, little to no feedback will come from this complete cut. Once we lock the picture, we will begin audio sweetening, color correction/grading, creating closed captions, and prep the project for broadcast airing.

} Project Completion (Delivery)

A final cut of each video will be provided to the City of Huntington in required formats. GOAL will provide all links by email to download the HD files and view the videos online for ease of use. We can also provide DVD's if needed. All materials used in this production will be the property of the City of Huntington, and will be transferred to a client supplied hard drive at the end of the project. An HD master of all videos will also be archived and vaulted at GOAL for all future edits.

3. PROJECT SCHEDULE AND TASKS:

Please note, the timing of each task would be on a per project basis. Actual times will vary depending on the project specifications. This is a template for a suggestive schedule. Getting timely feedback from the City is key to delivering programming on schedule. GOAL does not miss deadlines.

Pre-Production (0.5 week) – All Key Team members.

- Client meeting
- Development of idea and visual treatment
- Creation of schedule
- Creation of proposed deliverables
- Draft shooting schedule
- Prep equipment and issuing of call-sheets

Production (1 week)

- Film all defined content

Post-Production (1 week)

- Create First Cut with rough graphics and temp music
- Implement notes from First Cut and create a second cut with final graphics and original music
- The Third Cut would be the final cut based on any remaining notes from the second cut
- Delivery of assets online, hard drive or DVD

Exhibit B

Special Skills and Added Value Capabilities:

} Quality Assurance and Internal Controls

GOAL uses only the most skilled personnel, all of which have worked with the company and performed similar tasks for decades. Video is more prevalent than ever before, but not all gear or crew are created equal – or project managers for that matter. The executive team at GOAL is both creative and technical, ensuring quality at every stage of the project. Robert Ballo is not only a business owner, but a proven cinematographer, shooting many of the projects at GOAL, as well as feature films. He was also a full-time faculty member teaching cinematography at the University of Southern California's School of Cinematic Arts for 20 years. Griff Partington is not only the assigned Project Manager, but an accomplished Field Producer, Certified FAA Drone Pilot, Production Sound Mixer, and Editor. Our field crew knows how to make videos, and our creative managers know how to get the most from our crews.

In addition:

- GOAL demonstrates the most stringent quality control specifications on all of our high-end professional equipment, which will meet any distribution specifications for years to come.
- We back-up all footage on multiple hard drives.
- All of our crew members and key staff are experts in their field, bringing no less than a decade of hands-on experience each.
- Our team meets daily to discuss active project status, and we keep track of your account in weekly project management reports.
- All videos are shared and reviewed internally prior to sharing with our clients to ensure quality control.

} Schedule Control

Daily team meetings give GOAL an opportunity to keep the participants informed of project needs. If we are on a tight schedule constraint, our team will pull its resources together to deliver the job on time. All assignments are tracked, recorded, and discussed on an ongoing basis, to ensure we stay ahead of all milestones from the start. GOAL will keep The City of Huntington Beach informed of all progress with a shared Outlook or Google calendar, which will be updated on a daily basis.

} Budget Control

Simply put, GOAL does not go over budget. Once a quote is approved, that's the price. If we go over, that's on us. But, even more important is our ability to make the most of all digital assets; in other words – VALUE. For the diverse programming needs, GOAL is well versed at making sure all digital assets can be multi-purposed for the widest possible use - this is value – at an approved budget for every assignment.

} Project Management Plan

- **Weekly Teleconference Meetings:** GOAL will orchestrate weekly team calls throughout the duration of the assignment to ensure that we stay ahead of schedule and meet all project milestones.

Exhibit B

- **Dropbox:** We will create a shared Dropbox directory at the beginning of the project that includes all of the most current working files for your assignment. The Dropbox folder will include final treatments, schedules, contact lists and call sheets.
- **Video Reviews:** GOAL will provide all video review cuts via a password protected Vimeo link. Vimeo gives our clients the ability to watch, share, make notes and download the videos that we prepare. We ask that our customers provide all video review notes in writing, either within Vimeo or email, to ensure consistency. Following each video cut, GOAL will also contact you by phone to hear your initial reaction for each cut.
- **Outlook or Google Calendar:** A shared Outlook or Google calendar is an additional tool that we use to keep the team informed of productivity, milestones, and completion dates
- **Digital Distribution:** Should the need be presented, GOAL has digital distribution capabilities to launch, manage and purchase online paid ads on all social media channels. Making video is a start, but getting them seen is another part of the equation.

4. TASK REQUIRED FROM CITY STAFF

GOAL requests that City staff provides comprehensive notes in a timely manner that reflects any revisions that may be needed. This applies to scripts, visual treatments, and editorial cuts. This can come in the form of emails, attachments or notes on Vimeo. We also ask that City staff provide logos and any brand guidelines or requirements you may have. A dedicated hard drive, Dropbox or Hightail are all great ways to exchange large amounts of data.

D. STAFFING – KEY MEMBERS INCLUDE:

Robert Ballo, President and Producer

Role: Account Manager

Years with Firm: 37

Robert Ballo joined GOAL Productions as a Director of Photography in 1982. Since that time, he has produced documentaries, feature films, and hundreds of videos for corporate communication purposes. Robert's work has been featured on PBS, ABC, TBS, and Discovery Channel. He's worked with clients such as the Tournament of Roses (1982-2019), United Way, and Orange County Children's Hospital. When the founder of GOAL retired in 2000, Robert assumed ownership of the company, and has continued the legacy of producing meaningful work that makes a difference in the lives of others. In 2003, Robert started a second company within the GOAL offices, as a vehicle to produce fictional entertainment. Under the Shadowboxer umbrella, Robert has produced 36 made-for-television movies, delivered to Lifetime Television, TV One and Netflix. In addition to his experience as a filmmaker, Robert was an Associate Professor of Cinematic Practice teaching cinematography and digital imaging at USC's

Exhibit B

School of Cinematic Arts for 20 years. He has also held teaching positions at UCLA's Extension Program, Los Angeles Film School, Loyola Marymount, and Los Angeles City College. As teachers do, Robert mentors all GOAL employees and crew members to bring out the best of their abilities. This is how he'll best contribute to the City of Huntington Beach channel, by managing and overseeing the creative process during all aspects of program development, shooting and post production. Robert is a graduate of USC's School of Cinematic Arts, and a voting member of the Academy of Television Arts and Sciences (Emmy's). Robert has managed all projects mentioned in this proposal.

Griff Partington, Producer and Project Manager

Years with Firm: 11

After graduating from Ball State University in 2007, Griff Partington moved to Los Angeles to pursue a career in production. After serving as an intern on the sets of *"Twilight"* and *"Knight Rider,"* Griff was hired by GOAL Productions. Since joining GOAL, Griff has become an indispensable member of our team, proving himself as a competent Producer, Camera Operator, licensed FAA Drone Pilot, Production Sound Mixer, and Editor. His extensive experience in all of the above makes him a unique Project Manager fit to handle every aspect of the job.

Griff has acted as project manager for every client and example mentioned in this proposal, including Inland Empire Utilities Agency (2016-2019), Foothill Transit Authority (2015-19), OneLegacy (2008-2019), Santa Ana Watershed Project Authority (2014-15), and Scott's Miracle-Gro (2014-2018). *"Hope Has a Home"* (2016) is an assignment that Griff managed, produced, and edited about former residents of a home for troubled youth, and the impact Indiana United Methodist Children's Home made on their lives. *"Hope Has a Home"* was nominated for two Emmy Awards in 2016, and Griff secured broadcast distribution of the program to air on PBS stations in Indiana. Griff is the Vice President of GOAL Productions.

Shoshana Goodman, Production Coordinator

Years with Firm: 1

As the newest GOAL team member, Shoshana brings her expertise of social media and knowledge of production. While studying Television Arts and Social Media Marketing at Bradley University, Shoshana had the honor of interning at GOAL Productions and Roserock Films at Warner Bros. Studios, where she worked as a Production and Post-Production assistant on many GOAL projects. Her favorite being chasing trains along the coast of California on a shoot for Amtrak's Pacific Surfliner. After graduating in 2017, Shoshana accepted a full-time position with Social Media influencer, Vicki Reece of Joy of Mom. During her time there, Shoshana produced and edited over 30 videos and a 10 episode web series, *"Moms Anonymous"*. She was also instrumental in raising Joy of Mom's social engagement by 37%, Facebook followers to over 2 million and Instagram followers to over 111k followers. Not being able to stay away, today, Shoshana is GOAL's Social Media Manager and Production Coordinator providing support to all clients and team members with pre-production, production, post-

Exhibit B

production and marketing needs.

All personnel above are identified as “key” and will be available and committed to the City of Huntington Beach for the duration of any project. In the event a key member of our team is no longer available due to unforeseen circumstances, GOAL will submit a request to the City of Huntington Beach with names and qualifications for approval, before the project begins.

Additional Personnel:

- Ted Baker, Videographer
- Loreto Di Cesare, Videographer
- Christopher Jordan, Videographer
- Roland Quiambao, Production Sound Mixer
- John Boney, Production Sound Mixer
- Wilson Holt, Production Sound Mixer
- Ron Boscacci, Motion Graphics Designer
- Steve Poloni, Composer

E. QUALIFICATIONS

1. Historical assignment of Key Staff

Robert Ballo and Griff Partington have participated in similar assignments for other entities in similar roles as defined for working with Huntington Beach.

1a. Historical Assignment of Additional Personnel:

- Ted Baker, Videographer
- Loreto Di Cesare, Videographer
- Christopher Jordan, Videographer
- Roland Quiambao, Production Sound Mixer
- John Boney, Production Sound Mixer
- Wilson Holt, Production Sound Mixer
- Ron Boscacci, Motion Graphics Designer
- Steve Poloni, Composer

2. Summary of Demonstrated Capabilities - Overview:

At GOAL, after 50 years in business, we pride ourselves on not only being able to listen to what our client's desire - but also propose enhancements or innovations to any ideas. We constantly strive for a result that will emotionally stimulate the audience to laugh, to cry, to take action, to be curious, to get out and enjoy life.

We will receive assignments and then brainstorm ways we can be constantly pushing the envelope as to how best to showcase the City's accomplishments and direction moving into the coming new fiscal year. Huntington Beach is an active, vibrant City where people live, work and play – we intend to show just that.

Exhibit B

Our qualifications include, but are not limited to:

Documentary / Short Story Segments / Long Form: GOAL's work in this area is vast. We have produced long format documentaries for OneLegacy ("A Family Transformed"), as well as the Indiana United Methodist Children's Home ("Hope Has a Home"). Our short story segments include a variety of videos for Scott's Miracle-Gro ("Miracle-Groers," "Miracle-Farmers," and "A Day at Muir Ranch"), American Honda ("Tomodachi Students Exchange Program"), and the U.S. Department of Defense ("Korean War Veterans Rose Parade Tribute").

Narrative Stories: GOAL has produced a variety of fully scripted programs using actors, set design, and animation. A few examples of work in this area of storytelling include: Washington State Department of Ecology ("Yard Cleanup Program"), OneLegacy ("Organ Donor Management Process"), American Humane Association ("Protecting your Ass from Harm"), Binary Research Institute ("The Great Year" narrated by James Earl Jones), and Coweta County ("Civil War Battle of Brown's Mill").

Event Videos: GOAL has been capturing the excitement of the Tournament of Roses Parade for float sponsors and participants on an annual basis since 1982. A small list of our clients in this area include: Princess Cruises, Scott's Miracle-Gro, Union Bank, American Honda, Ragu, Jelly Belly, and Discover Card Services. Other events we have previously documented include: "The Hero Dog Awards" red carpet, Beverly Hills Centennial Celebration, and Donate Life Run/Walk (annual basis).

These types of productions GOAL has been producing since its inception 50 years ago in 1969!

Online Videos: GOAL has produced countless videos for websites, e-blast newsletters and video ads. Videos produced specifically for this nature include: Living Donation California ("Real Stories"), Lifesource Water Systems (variety of video advertisements for Google and YouTube), American Humane Association ("PAWSCARS featuring Malcolm McDowell"), and EponaShoe (variety of video segments for monthly e-blast newsletters).

Social Media Videos: Social media videos are intended to attract and hold the attention of the viewer. We have produced short format, social media videos for: Chromologic ("Micle Kickstarter Campaign"), AccuZIP Living Mail ("How Do you Socialize?" video series), and City of Redding ("Think Before you Flush"). Additionally, GOAL provides digital ad buys and campaign services for our clients.

We have been creating videos for online needs for over ten years now.

3. Local Government References:

} City of Chino | 2019

Contact: Vivian Castro, Deputy City Manager
13220 Central Avenue

Exhibit B

Chino, CA 91710
Phone: (909) 334-3307
Email: vcastro@cityofchino.org

GOAL Productions produced The City of Chino's 2019 State of the City video to be shown to all city officials and local businesses at the Annual State of the City luncheon.

The video is a great example of how we are able to work in and around a city with non-actors to tell a story. Using city officials, local and non-local resident interviews we captured what is great about Chino. With 5 days of production we were able to provide b-roll from multiple locations, both drone and hand held, 11 scheduled interviews and multiple man-on-the-street interviews. Key GOAL staff included Robert Ballo, Griff Partington and Shoshana Goodman.

} Orange County Los Angeles-San Diego-San Luis Obispo (LOSSAN) Rail Corridor Agency | 2016 – Present

Contact: Michael Litschi, Deputy Director
550 S. Main St.
PO Box 14184
Orange, CA 92863
Phone: (714) 560-5581
Email: mlitschi@octa.net

GOAL is contracted by the LOSSAN Rail Corridor Agency to produce videos and still photos that promote the Pacific Surfliner, a train system that connects San Diego, Los Angeles, San Luis Obispo, and all the 27 stations in between. We have created numerous video products for LOSSAN over the past two years. Included in our sample link below is a highlight reel showcasing some of our favorite work. This is a good example of the creativity, professionalism, and style that GOAL will bring to the City of Huntington Beach. Some specific techniques that may be fun to incorporate into any project are 3D title overlays, time lapse photography, cinemagraphs, and drone and GoPro photography.

For this client we have chased trains along all 341 miles of the route many times creating a variety of video and photo products. These shoots are extensively mapped out and planned in pre-production so we maximize our time catching as many trains as possible along the route. Our FAA licensed pilot and co-pilot operate our professional drones. Usually, we only get one chance to catch these fast-moving trains, and our drone operators and ground camera operators are used to waiting to capture the perfect shot. Key GOAL staff includes Robert Ballo, Griff Partington and Shoshana Goodman.

} Inland Empire Utility Agency | 2016-Present

Contact: Andrea Carruthers, Manager of External Affairs
6075 Kimball Avenue
Chino, CA 91708

Exhibit B

Phone: (909) 993-1935

Email: acarruthers@ieua.com

GOAL Productions has been making various marketing, educational, and training programs for the Inland Empire Utility Agency (IEUA) in Chino since 2016.

The IEUA video example included in the link below is their Earth Day Event which was created as a fun and fresh look at their Earth Day Celebration, co-sponsored by the City of Chino. We've also covered topics regarding Recruitment, Renewable Energy, Composting, Collections, and General Training. Each project is designed to educate and inform the general public as to the importance of sustainability in regards to recycled water. Key GOAL staff includes Robert Ballo, Griff Partington and Shoshana Goodman.

} City of Redding | 2013-2015

Contact: Christina Piles, Public Works Supervisor

2255 Abernathy Lane

Redding, CA 96001

Phone: 530-224-6205

Email: cpiles@ci.redding.ca.us

The City of Redding (COR) is located in northern California approximately 150 miles north of Sacramento. The Redding Solid Waste Division operates its own Materials Recovery Facility (MRF) for the sorting of recyclables collected from curbside recycling. Approximately 300 tons of recyclables are collected from residents each week. In an effort to provide education to schools and the community, Redding hired GOAL to produce video programming about recycling processes and how to prepare items for pickup.

GOAL shared several conceptual ideas for this video project with City staff before developing a visual treatment. Our video concept included a combination of technical processes of the machines at work, interviews with COR professionals, beauty shots of the City, narration, and a "person-on-the-street" quiz. GOAL worked closely Redding to determine, secure, and schedule video participants. The videos were shot in three days in locations all over Redding, including the MRF and the City's iconic Sun Dial Bridge.

During Post-Production, two 7-minute videos were edited (one for children/one for general audience). These videos were produced in 12 weeks, from award of contract to delivery of the final product.

GOAL's collaboration with Redding was such a success that we were hired back to produce a series of videos to educate students and residents about wastewater treatment and the storm water system. GOAL produced a 10-minute educational video, and a 30-second and 60-second PSA that is now being shown on local television and in movie theaters in Shasta County. The City of Redding example we've included showcases our ability to hire actors, voice-over talent, location scouting, script writing

Exhibit B

and music licensing. Key GOAL staff included Robert Ballo and Griff Partington.

} San Bernardino Associated Governments (SANBAG) | 2016

Contact: Tim Byrne, Project Delivery Manager

1170 W. 3rd Street

2nd Floor

San Bernardino, CA 92410

Phone: 909-884-8276

Email: tbyrne@sanbag.ca.gov

GOAL worked directly with Southern California Association of Governments and San Bernardino Associated Governments to produce an informational video to serve as a tool to maintain continuity in the implementation of strategies identified in the ARRIVE Corridor Study. Since the purpose of the video was to allow for stakeholders to obtain a quick overview of the project and understand the potential implementation roles of SANBAG, local jurisdictions, and transit agencies, we decided to tell the story with interviews with those closest to the project. On a limited shooting schedule of only 2 days, GOAL captured interviews with 12 representatives along the corridor, as well as B-Roll and drone photography. Key GOAL staff included Robert Ballo and Griff Partington.

F. WORK SAMPLES/PORTFOLIO

Link of Sample videos: <https://vimeo.com/showcase/6023513>

Please see the link above for five of our video production samples. We've also included a flash drive, for your convenience, with all of these samples.

- 1.) Inland Empire Utilities Agency: Earth Day Celebration
- 2.) LOSSAN: Pacific Surfliner Various Video Examples
- 3.) City of Chino: Short Clip from the State of the City
- 4.) OneLegacy: Donate Life Run/Walk Event
- 5.) Long Form Documentary Trailer: "Of Saints and Exiles"

Exhibit B

G. FEE PROPOSAL

Prices include direct costs, indirect costs and profits. This list includes the most commonly used Job Elements (Personnel and Equipment) when producing HD content for short and long version programming. Not all Job Elements would be used for every assignment.

Job Element		Fully Burdened Hourly Rate	
Pre-Production Lead:	\$65	Color Correction (Grading):	\$55
Pre-Production Support:	\$55	Audio Mixing:	\$55
Concept Development:	\$65	Digital Asset Management:	\$55
Producer:	\$80	Voiceover (VO) Talent:	\$85
Director:	\$75	On-Screen Talent:	\$85
Production Manager:	\$55	Closed Captioning:	\$35
Script Writer:	\$65	Social Media Manager:	\$55
Storyboard Artist:	\$45	Social Media Assistant:	\$40
Director of Photography (DP):	\$60	Vlog Manager:	\$55
Camera Operator:	\$55	Music Licensing:	\$40
1 st Assistant Camera:	\$40	Composer:	\$55
Field Audio Recording:	\$60	Featured Extras:	\$45
Boom Operator:	\$40	HD Camera Package:	\$55
Gaffer:	\$50	Sound Package:	\$25
Key Grip:	\$50	Lighting Package:	\$25
Make Up / Hair:	\$45	Fuel:	Federal Rate
Production Assistant:	\$35	Hard Drives:	At Cost
Editor:	\$60	Filming permits:	At Cost
Assistant Editor:	\$45	Stage Rentals:	At Cost
Animated/Motion Graphics:	\$65	Props:	At Cost
Video Finishing:	\$55	Location Rentals:	At Cost



GOALPRO-01

BHUSDON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/24/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Truman Van Dyke Co. 6767 Forest Lawn Dr Suite 112 Los Angeles, CA 90068	CONTACT NAME: William Hudson	
	PHONE (A/C, No, Ext):	FAX (A/C, No): (323) 883-0024
	E-MAIL ADDRESS: bill@tvdco.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Fireman's Fund Insurance Company	NAIC # 21873
	INSURER B : American Automobile Insurance Co (Allianz Group)	21849
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED

GOAL Productions, Inc.
1905 Victory Blvd., Suite 6
Glendale, CA 91201

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		XXC80514016	11/17/2018	11/17/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 BLANKET AI \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			XXC80514016	11/17/2018	11/17/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			XAU49076656	11/17/2018	11/17/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	SCW0033091801	7/2/2018	7/2/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Third Party Property			MPT07204136	11/17/2018	11/17/2019	Limit 1,000,000
A	Damage			MPT07204136	11/17/2018	11/17/2019	Deductible 1,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Huntington Beach, its officers, elected or appointed officials, employees, agents, and volunteers are included as Additional Insured on the General Liability policy but only with respect to claims arising out of the negligence of the Named Insured.

CERTIFICATE HOLDER

CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

POLICY NUMBER: XXC80514016

COMMERCIAL GENERAL LIABILITY

Goal Productions, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

Name of Person or Organization:

The City of Huntington Beach, its officers, elected or appointed officials, employees, agents,
and volunteers
2000 Main Street
Huntington Beach, CA 92648

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

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

CERTIFICATE HOLDER IS NAMED ADDITIONAL INSURED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

Name of Additional Insured Person(s) or Organization(s):
The City of Huntington Beach, its officers, elected or appointed officials, employees, agents and volunteers 2000 Main Street Huntington Beach, CA 92648
If no entry appears above, this endorsement applies to all Additional Insured covered under this policy.

Any coverage provided to an Additional Insured under this policy shall be excess over any other valid and collectible insurance available to such additional insured whether primary, excess, contingent or any other basis unless a written contract or written agreement specifically requires that this insurance apply on a primary and noncontributory basis.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

Insured: Goal Productions, Inc.

Policy #: XXC80514016