



CITY OF HUNTINGTON BEACH

To: Honorable Chair and Finance Commissioners
From: Zack Zithisakthanakul, Chief Financial Officer
Date: October 13, 2026
Subject: **Supplemental Communication for the October 13, 2026, Finance Commission Meeting**

Attached is a Supplemental Communication to the Finance Commissioners (Received after distribution of the Agenda):

FINANCE COMMISSIONER ITEMS

#1. (26-882) - (2) emails received from a Commissioner regarding the 4th of July Subcommittee –Six Attachments

- Attachment #1 - 2026 City of HB_ Independence Day Celebration
- Attachment #2 - Questions for PSQ - v2
- Attachment #3 - RFP-Independence Day-Events DRAFT
- Attachment #4 - KABC Television, LLC (Licensee of KABC-TV) - 2026-03-12
- Attachment #5 - HB_Performance_Report - 2024-2026
- Attachment #6 - JCL_Traffic_Invoice_2024-2026

**AGREEMENT BETWEEN CITY OF HUNTINGTON BEACH
AND KABC TELEVISION, LLC (LICENSEE OF KABC-TV) FOR
BROADCASTING SERVICES**

This Agreement, effective on ~~February 12th~~ ^{March} 12th, 2026, is between KABC Television, LLC, licensee of KABC-TV ("KABC" or "KABC-TV"), and the City of Huntington Beach, California ("City"), for the purpose of defining the terms and conditions by which City has agreed to permit KABC-TV to act as the official broadcaster of the City's 2026 July 4th parade and 2027 July 4th parade (collectively, the "Event"). The parties have agreed to the following:

1. City's Responsibilities: Throughout the "Term" (as defined below) City will organize, administer, and execute all aspects of the Event, located in the Huntington Beach, California area. By way of example only, City will be responsible for:
 - A. securing all required permits, approval and support from any applicable governmental authority;
 - B. organizing all elements of, and participants in, the Event;
 - C. ensuring that there is adequate security and crowd control in connection with the Event;
 - D. executing all other elements relating to the Event in accordance with and in a manner comparable to the tradition of the Event that has occurred in prior years;
 - E. without limiting the foregoing or any other representations and warranties herein, City represents and warrants that it has all governmental, venue and other third party rights that are necessary to hold the Event and to grant the rights granted to KABC hereunder;
 - F. City will provide KABC-TV with the parade line-up and script information as soon as practical or reasonably possible, no later than 5 days prior to each July 4th Celebration;
 - G. the Event will occur on July 4, 2026 as to the 2026 iteration and July 4, 2027 as to the 2027 iteration, in each case from approximately 10:00 a.m. - 12:00 p.m.; and
 - H. City will provide Stacey Newton (from the City's agent PSQ Production LLC), and Molly Uemura, Community & Library Services Manager for City, to act as the joint liaisons to KABC from City.
 - I. City will notify KABC in writing of any change as to City's designated agent at least 90 days prior to any such change. For the avoidance of doubt, any change in status of any City designated agent (e.g., if there is a change in, or removal of, a City designated agent) shall not relieve the City of its obligations under this Agreement.

2. KABC Responsibilities:

- A. will use commercially reasonable efforts to provide an “on air” mention to top local July 4th sponsors, working with the City to identify top sponsors and coordinating their position in the parade lineup;
- B. will work with the City to identify and contact celebrities for potential Grand Marshall or other positions in the parade lineup;
- C. will use commercially reasonable efforts to provide on air coverage for Grand Marshalls and celebrity guests participating in the parade;
- D. will make initial contacts with colleagues at The Walt Disney Company to initiate conversation about Disney participation in the July 4th Parade;
- E. will include a credit to the City of Huntington Beach and (so long as it is representing the City) PSQ Production LLC. at the conclusion of KABC’s parade program (provided that the inadvertent failure to do so shall not be a breach of this Agreement);
- F. will provide overnight security for their properties on Main and Walnut Streets; and
- H. will name a designee to interact with the joint liaisons for the City.

3. Official Broadcaster/Distributor: During the Term, KABC-TV will be the official and exclusive broadcaster/distributor of the Event in any and all media now known and hereinafter developed (including without limitation, in KABC-TV’s discretion, via linear broadcast, streaming and/or any video-on-demand, in each case whether on a live and/or time-shifted basis). KABC will promote the Event in its discretion. Subject to the terms of this Agreement, KABC-TV and its authorized licensee and/or its affiliated entities will have the right to record, telecast and/or otherwise distribute the Event and/or footage from the Event, whether live or on a time-shifted basis, as determined in KABC’s sole discretion (such footage, in addition to all elements incorporated by KABC therein; e.g., materials and/or vignettes provided by KABC and City Materials (as defined below) and/or the Special (as defined below) collectively, “Event Footage”). Without limiting any rights of KABC-TV under this Agreement, KABC and its authorized licensees and/or affiliated entities will have the right, but not obligation, to make the Event Footage (in whole or in part), at any time or from time to time, available for distribution via (re)broadcast, streaming and/or video on demand and/or via one or more social media platforms, in each case as determined in KABC’s sole discretion. The timing, duration and/or placement of any broadcast and/or distribution of the Event Footage (in whole or in part) by KABC-TV and/or its authorized licensees and/or affiliated entities shall, in each case, be determined in the sole discretion of KABC-TV and/or its authorized licensees and/or affiliated entities. For clarity, subject to the terms and conditions of this Agreement, KABC-TV’s rights shall include the right (but not obligation) to distribute each annual iteration of the Event on a live and/or time-shifted basis on one or more then-available platform(s) (whether via or of KABC, any KABC licensee or affiliate and/or otherwise) as determined in KABC’s sole discretion, subject to pre-emption, an event of force majeure and/or any network or nationally

syndicated programming scheduling conflicts.

Without limiting the foregoing, KABC-TV shall have the right (but not obligation) to produce one (1) special broadcast program (of a duration as determined in KABC-TV's sole discretion) of each annual iteration of the Event, which may include the Event Footage, for distribution as determined in KABC-TV's sole discretion (e.g., via linear broadcast, streaming, video-on-demand and/or otherwise on such date(s) and at such time(s), in any and all media and/or platforms as determined by KABC's sole discretion) (the "Special"). KABC-TV shall retain the right to determine all aspects of the Special, including without limitation final editorial control on the content of the Special. KABC-TV will retain all revenue in connection with any Special.

4. Broadcast Rights, Privileges and Requirements:

- A. KABC-TV will have the exclusive right to broadcast and distribute the Event during the Term and City shall not permit any other broadcaster or distributor to broadcast or distribute the Event, provided that City may continue to permit the broadcast of the Event on the Huntington Beach community access cable channel during the Term, and may livestream portions of the Event on its Event-specific social media channels, no such portion to exceed an aggregate of 5 minutes of continuous feed or live coverage;
- B. City will use commercially reasonable efforts to provide KABC-TV with materials, including, without limitation, archive footage, music (including but not limited to any musical compositions, master recordings, and audio recordings [whether embedded in audiovisual content or not] contained in the foregoing, and/or contained in any materials City provides, and/or otherwise provided by City) (collectively, "City Materials") for use in KABC-TV's coverage and/or promotion of the Event;
- C. KABC will retain all rights to the Event Footage, as described more fully in Section 12 below. KABC will furnish the City with a high-definition copy of the Event Footage after the conclusion of the Event, and shall permit the City to use and distribute the Event only after KABC's initial distribution of the same, and subject to (1) KABC's prior review and written approval in each instance, such approval not to be unreasonably withheld and (2) City's obligation, at its sole expense, to clear all third party elements (individuals, music, residuals, etc.) in connection with such use and distribution. During KABC's initial distribution of the Event, if on a live basis, the City may at its election link to the Event as distributed on the KABC website and/or mobile app (provided that it will remove such link upon KABC's request). City's obligation shall include the obligation, at its sole expense, to clear all third party elements (individuals, music, residuals, etc.) in connection with any use and/or distribution of the Event Footage contemplated in this Agreement;

- D. KABC will have the right to review, modify and approve all Event scripts; during each year of the Term, said scripts will be provided to KABC no later than five (5) days prior to the applicable annual iteration of the Event (i.e., no later than five (5) days prior to (i) July 4, 2026 for the 2026 iteration of the Event and (ii) July 4, 2027 for the 2027 iteration of the Event);
- E. KABC-TV shall have the exclusive right, but not the obligation, to broadcast and/or distribute the Event (whether via broadcast, streaming, video on demand and/or otherwise, whether on a live or time-shifted basis), via KABC-TV and/or other television stations and/or media platforms owned and/or operated by KABC's parent and/or affiliated entities (which shall control the content and format of the entire distribution), it being understood that the City may stream the Event, if with KABC's prior written approval as to each instance, provided that the City shall be responsible for any rights, clearances, licenses (including but not limited to all applicable synchronization, master use, public performance and making available/communication to the public, rights, clearances, and licenses for any music in the Event), permissions, consents (including without limitation releases and consents to the recording, use and reuse of each individual and/or party appearing and/or performing in the Event, including for each such individual's and/or party's name, likeness, voice, biography, and image), approvals, releases and waivers (including but not limited to any applicable waivers of exclusivity from any record labels and music publishers) in connection with City's use, exhibition and/or distribution of the Event, and for any payments of any and all amounts (such as any fees, compensation, residuals or other payments) to any parties (including but not limited to any third parties) or entities, relating to any such use, exhibition and/or distribution of the Event; and
- F. City reserves the right to invite participation from other media outlets (other than local television stations) provided (i) there is no direct conflict with KABC, (ii) the City ensures that such media outlets (including such outlets' signage) remain outside of KABC's designated area at the site of the Event, and (iii) no other media outlet broadcasts or distributes the Event. For clarity, City will not allow (and City will ensure the prompt removal of) any advertising as to, and/or brand presence of, any other television stations, (whether via signage, billboards, banners or otherwise), in the field of vision of any of KABC's cameras at the Event. The foregoing will not be construed so as to restrict news coverage of the Event by third parties.

5. Production:

- A. KABC-TV will be responsible for all costs associated with the telecast and broadcast of the Event, and City will be responsible for all costs associated

with its responsibilities as outlined in Section 1 above and throughout this Agreement.

- B. KABC and the City will appoint one person from each party to be the site person for all questions, contact and directions on the 4th of July.

6. Term; Right of Exclusive Negotiation:

- A. The term of this Agreement will commence as of the date of execution of this Agreement, and expire on July 5, 2027 ("Term").
- B. If the Agreement is not earlier terminated in accordance herewith, KABC-TV shall have an exclusive right of first negotiation to continue as a media sponsor and exclusive distributor of the Event in the year 2028 and beyond. City shall present terms governing this involvement within 120 days of the end of the 2027 Event. KABC-TV shall respond to City's proposal, in writing, within 60 days of receipt of such proposal ("Exclusive Negotiation Period"). If KABC-TV and City, after good faith negotiations, fail to come to terms within this Exclusive Negotiation Period or any mutually agreed extension of the Exclusive Negotiation Period, City agrees that it shall not enter into an agreement with another program distributor or broadcaster without first offering KABC the opportunity to enter into an agreement with City on substantially similar monetary terms. KABC shall have seven (7) business days after receiving City's offer in which to enter into an agreement. If KABC does not accept said offer and City, in turn, declines such third party offer, the terms of this provision shall apply to any subsequent offers received by City.

7. On-site Exposure: KABC-TV will receive the following in connection with each Event during the Term at no additional cost:

- A. Up to two (2) parade entries/floats, to be used only for KABC personnel only, provided by KABC. All requests for entries must be approved by the City, which approval shall not be unreasonably withheld or delayed. No political affiliation will be permitted;
- B. The City will use commercially reasonable efforts to make space available on other entries/floats for extra KABC personnel for the parade if needed;
- C. Access to Event sponsor list;
- D. Inclusion in the advertising and promotional collateral of the Event as an official sponsor, including logo placements on all materials which contain sponsor acknowledgments, and other benefits as may be mutually agreed;
- E. A mutually agreed upon number of banners, no smaller in size than 4' x 4' which shall display KABC-TV branding (in form, size and appearance as determined in KABC's sole discretion) to be placed at mutually agreed

upon locations at each Event (it being understood that the banners of other Event sponsors shall be no larger than 3' x 3' unless pre-approved by KABC in each instance);

- F. One 10' x 10' vendor booth at parade Pier Plaza festival. Occupant: must be approved by City; may not activate any elements in direct conflict with any official Event sponsors (which list of sponsors will be provided to KABC no later than June 1, 2026 as to the 2026 iteration of the Event and July 1, 2027 as to the 2027 iteration of the Event); adhere to all Festival rules and guidelines; and submit all required paperwork via the official Festival vendor application portal by June 1, 2026 as to the 2026 iteration of the Event and by June 1, 2027 as to the 2027 iteration of the Event for approval; and
- G. Additional banners and signage displaying KABC-TV branding (in form, size and appearance as determined in KABC's sole discretion), alternating in placement with either a City-branded barricade or a banner displaying other official Event sponsors' branding (to be printed and supplied at City's cost and expense) (i.e., one KABC-TV banner, then a City-branded barricade, then one KABC-TV banner, then an Event sponsor banner) along the curb line (measuring approximately 125 feet with 17-18 barricades) from Pacific Coast Highway/Main Street; it being understood that the City may place additional banners with branding of other official Event sponsors and/or City-branded barricades on the curb line (measuring approximately 36 feet with 5-6 barricades) from the corner of Pacific Coast Highway to the median and/or on the far west curblane (measuring approximately 50 feet with 7-8 barricades) at the entrance to the Pier Plaza.

8. Sales:

- A. The parties agree to work together and collaborate in order to maximize sales opportunities for the Event and its ancillary activities. With respect to the Event and its ancillary activities, all revenue collected from sponsors and advertisers through the sale of onsite advertising, signage placements and onsite sponsor activations will be retained by City, except as to any presenting sponsorship of each Event (and any related activities) and the revenue in connection therewith; it is understood and agreed that the sale of the presenting sponsorship of each Event (and any related activities) shall be as determined by KABC and all revenue in connection therewith shall be retained solely by KABC. City agrees that it will not place any onsite advertising, signage or sponsor activations on or inside the technical production areas housing KABC's equipment and personnel, which production areas shall be located and demarcated (in size and visibility) in each case based upon the mutual agreement of KABC and City in advance of each Event. KABC explicitly acknowledges the City's right to place advertising and signage in the field of view covered by

KABC camera angles during the Event, and KABC will make no deliberate effort to blur City-placed advertising and signage in the broadcast coverage.

- B. KABC and its licensees will have the exclusive right to sell advertising and third party sponsorships in, and in connection with, the broadcast and/or digital distribution(s) of the Event (e.g., via commercials, social media or otherwise), and to retain all revenues collected in connection therewith.

9. Trademark Guidelines; Press Releases: It is understood and agreed that City shall not use any logo, trade name, trademark, copyright or any other intellectual property rights of KABC or its affiliates in any manner without KABC's prior review and written consent in each instance, and that City shall not issue any press releases, publicity or other materials regarding its relationship with KABC or this Agreement without KABC's prior review and written consent. Any violation of this paragraph shall be deemed to be a material breach of this Agreement.

10. Relationship of Parties: Nothing herein shall be construed to place the parties in the relationship of partners or joint ventures or employers and employees and neither party shall have any right or power to obligate or bind the other in any manner whatsoever except as authorized in this Agreement or otherwise specifically authorized in writing.

11. Right of Termination: Either party may earlier terminate this Agreement (i) at any time in the event of a material breach by the other party which remains uncured after thirty (30) days prior written notice thereof or (ii) immediately following written notice to the other party if the other party (a) ceases to do business in the normal course, (b) becomes or is declared insolvent or bankrupt, (c) is the subject of any proceeding related to its liquidation or insolvency (whether voluntary or involuntary) which is not dismissed within ninety (90) calendar days or (d) makes an assignment for the benefit of creditors, (e) declares that there are concerns for public safety. Upon termination or expiration of this Agreement, all provisions of this Agreement which may reasonably be interpreted or construed as surviving the expiration or termination of this Agreement (including, without limitation, ownership, warranties and indemnities) shall survive the expiration or sooner termination of this Agreement.

12. Ownership: It is understood and agreed that KABC owns and will own all right, title and interest (including, without limitation, all copyrights) in and to all materials developed or used by KABC hereunder (including, without limitation, the Event Footage and related promotional materials), and KABC shall have the right to use, reuse, reproduce, copyright, exhibit, display modify, distribute, and otherwise exploit such materials in any media now known and hereinafter created, throughout the world in perpetuity. Notwithstanding the foregoing, however, it is understood that, as between the parties, City will own the City Materials; provided, however, that City hereby grants to KABC and its designees a fully paid, royalty free, non-exclusive, irrevocable license to use, reuse, reproduce, copy, exhibit, display modify, distribute, and otherwise exploit the City Materials, as incorporated in the Event Footage and/or related promotional materials, throughout the world in perpetuity in any and all media now known and hereinafter created. KABC will provide one dozen copies of the Event footage in high definition to the Community Relations Officer.

13. Force Majeure: The parties understand that this is a “rain or shine” Event. The parties further understand that in the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any cause beyond the reasonable control of the party invoking this provision and such party is unable to overcome such inability to perform by the exercise of reasonable diligence, or if - in the case of KABC - the broadcast of the Event is preempted owing to force majeure and/or to air a special program or an event, a network program or any announcement deemed by KABC to be of public importance, the parties’ performance shall be excused (including with respect to payment of any consideration that would have otherwise been payable by KABC to the City); provided that the party whose performance or attempt to cure is delayed or prevented gives the other party written notice as soon as reasonably possible; provided, further, that if the Event should be postponed or delayed due to force majeure, then the parties may instead mutually agree to perform their respective obligations hereunder on a rescheduled date in accordance with all the terms hereof.

14. City Warranties: City warrants and represents (on behalf of itself and its employees, agents and contractors): (i) that it has the right to enter into this Agreement and grant the rights and licenses herein contained (including, without limitation, licenses to the City Materials), that it has secured all necessary rights, clearances, permissions and licenses and that no additional consents (including without limitation consents to the recording, use and reuse of each individual and/or party appearing or performing in the City Materials, including for each such individual’s and/or party’s name, likeness, voice, biography, and image), releases and/or waivers (including but not limited to any applicable waivers of exclusivity from any record labels and music publishers) are required with respect to such rights and/or with respect to the distribution by KABC-TV, its licensee(s) and/or affiliated entities of the City Materials, Event, Event Footage, and related promotional materials as authorized herein (except for applicable public performance licenses from ASCAP, BMI and SESAC for KABC-TV’s exhibition of the Event Footage); (ii) that City will conduct all requisite clearances in connection with its obligations as set forth in Section 4(c); (iii) that the Event and any activities associated with the Event are or will comply with all applicable federal, state or local laws, rules and regulations; and (iv) that there is no contract with any other person, firm or entity which will in any way interfere with any rights granted under this Agreement to KABC-TV. City further warrants and represents: (i) that it shall institute reasonable security and other safety measures in connection with the Event and shall maintain adequate insurance to protect KABC-TV against such claims relating to the Event (as specified in Section 16 below); (ii) that in the production of the Event, all applicable collective bargaining agreements and applicable rules and regulations of any unions having jurisdiction were complied with; and (iii) that no fee, compensation or any other payment shall ever be payable by KABC-TV to any person who performed services for the Event as a result of the broadcast and distribution of the Event Footage (including the City Materials) and related materials as provided in this Agreement. City warrants and represents that the performing rights for all musical compositions contained in the Event and City Materials are either (i) controlled by ASCAP, BMI, and/or SESAC, (ii) in the public domain, or (iii) controlled by City. To the extent, if at all, that any such performing rights are controlled by City, City hereby grants to KABC-TV and its licensees the right to publicly perform and communicate/make available to the public, the musical compositions which are contained in the Event and/or City Materials (and Event Footage, as applicable), consistent with the scope of KABC-TV’s rights to distribute the Event Footage and/or City Materials as set forth in this Agreement, without any further required approvals or public performance fees. City shall

promptly (but no later than the date on which the City Materials are provided to KABC-TV) furnish complete and accurate music cue sheets for all music included in the City Materials (and/or the Event Footage, as applicable) to KABC-TV c/o ABC Music, Alessandra Springer via email to Alessandra.Springer@abc.com, and via U.S. Mail to 50 Vandam Street, 12W – Music Department, New York, New York 10013.

15. Indemnity:

- A. KABC-TV 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, reasonable costs and fees of litigation of every nature or liability of any kind or nature) arising out of or in connection with KABC-TV's (or KABC-TV's subcontractors, if any) negligent performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement by KABC-TV, its officers, agents or employees except and to the extent such loss or damage was caused by the negligence or willful misconduct of City or its agents, contractors or employees. KABC-TV will conduct all defense at its sole cost and expense and City shall approve selection of KABC-TV's counsel, such approval not to be unreasonably withheld or delayed. 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 KABC-TV.
- B. City hereby agrees to protect, defend, indemnify and hold harmless KABC-TV, its parent companies, and all of its or their subsidiaries and affiliates and the respective officers, directors, employees and agents of each of them from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs (including, without limitation, reasonable costs and fees of litigation of every nature or liability of any kind or nature) arising out of or in connection with City's (or City's subcontractors, if any) negligent performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement by City, its officers, agents or employees except and to the extent such loss or damage was caused by the negligence or willful misconduct of KABC-TV or its agents, contractors or employees. City will conduct all defense at its sole cost and expense and KABC-TV shall approve selection of City's counsel, such approval not to be unreasonably withheld or delayed. 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 City.
- C. If any party entitled to indemnification hereunder (an "Indemnified Party") makes an indemnification request to the other (the "Indemnifying

Party”), the Indemnified Party shall permit the Indemnifying Party to control the defense, disposition or settlement of the matter at its own expense, provided that, the Indemnifying Party shall not, without the written consent of the Indemnified Party enter into any settlement or agree to any disposition that imposes an obligation on the Indemnified Party without the Indemnified Party’s prior written consent. The Indemnified Party shall notify the Indemnifying Party promptly of any claim for which the Indemnifying Party is responsible and shall cooperate with the Indemnifying Party in every commercially reasonable way to facilitate the defense of any such claim; provided that, the Indemnified Party’s failure to notify the Indemnifying Party shall not diminish the Indemnifying Party’s obligations under this section except to the extent that the Indemnifying Party is materially prejudiced as a result of the failure. An Indemnified Party shall at all times have the right to employ separate counsel and to participate in (but not control) any such action, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party unless: (a) the employment of counsel by the Indemnified Party has been authorized by the Indemnifying Party; (b) the Indemnifying Party has not in fact employed counsel to assume the defense of the action within a reasonable time following receipt of notice; or (c) the Indemnified Party reasonably believes that the counsel selected by the Indemnifying Party has a conflict of interest in representing the Indemnified Party, in which instances the fees and expenses of such counsel shall be at the expense of the Indemnifying Party.

16. Insurance: KABC shall obtain and furnish to City a professional liability insurance policy covering the work performed by it hereunder. This policy shall provide coverage for KABC’s professional liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate. 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. KABC shall notify City of circumstances or incidents that might give rise to future claims.

KABC will make every effort to maintain similar insurance during the required extended period of coverage following Event completion. If insurance is terminated for any reason, KABC 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.

17. Certificate of Insurance: Prior to commencing performance of the work hereunder, KABC 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; and
- B. state that the policy is currently in force.
- C. 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.

KABC 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 KABC's defense, hold harmless and indemnification obligations as set forth in this Agreement. KABC shall pay, in a prompt and timely manner, the premiums on the insurance hereinabove required.

The City warrants that it is self-insured.

18. Assignment: Neither City nor KABC-TV may assign this Agreement without the prior written consent of the other, except that KABC-TV may assign this Agreement and all rights herein to any party acquiring all or any portion of KABC-TV's television or radio business, assets or stock, or to any entity directly or indirectly controlling KABC-TV, controlled by KABC-TV, or under common control with KABC-TV.

19. Waiver; Severability: The failure of KABC-TV or City at any time or times to demand strict performance by the other of any of the terms, covenants or conditions set forth herein shall not be construed as a continuing waiver or relinquishment thereof and either may at any time demand strict and complete performance by the other of said terms, covenants and conditions. In the event that any one or more of the provisions of this Agreement should for any reason be held to be invalid or non-enforceable, such provision shall be deemed modified to the extent necessary in order to effectuate the purposes or to implement the terms of this Agreement, and the remaining provisions of the Agreement shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.

20. Legal Services Subcontracting Prohibited: KABC 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. KABC 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 KABC.

21. 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.

22. Choice of Law and Forum: This Agreement and performance hereunder shall be governed by the laws of the State of California, without giving effect to the principles of conflict of laws. The parties agree on behalf of themselves and any person claiming by or through them that the sole and exclusive jurisdiction and venue for any litigation which may arise hereunder shall be an appropriate federal or state court located in the County of Orange, California.

23. Notices: Any notice required to be given hereunder shall be given in writing, by hand delivery, by overnight courier, or by certified or registered mail, return receipt requested:

For KABC:

Wendy Granato
President & General Manager
KABC-TV
500 Circle Seven Drive
Glendale, CA 91201
Email: wendy.granato@abc.com

For City:

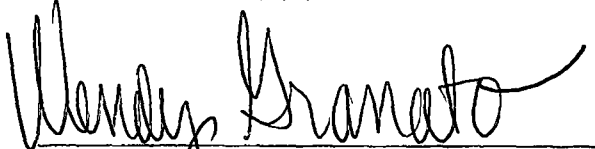
Ashley Wysocki
Community & Library Services Director
Huntington Beach Civic Center
2000 Main St
Huntington Beach, CA 92648
Email: ashley.wysocki@surfcity-hb.org

Notices shall be deemed received the same day if hand delivered, the next day if sent via overnight courier, or three days after mailing if sent via registered or certified mail.

24. No Modification; Entire Agreement: No modification or amendment of this Agreement shall be binding upon any party unless such modification is in writing and signed by all parties hereto. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements among them.

THE PARTIES HERETO have executed this Agreement as of the date and year first above written:

KABC TELEVISION, LLC,
licensee of KABC-TV



Wendy Granato
President and General Manager

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

Mayor

City Clerk

COUNTERPART

entitled to recover its attorney's fees from the nonprevailing party.

22. Choice of Law and Forum: This Agreement and performance hereunder shall be governed by the laws of the State of California, without giving effect to the principles of conflict of laws. The parties agree on behalf of themselves and any person claiming by or through them that the sole and exclusive jurisdiction and venue for any litigation which may arise hereunder shall be an appropriate federal or state court located in the County of Orange, California.

23. Notices: Any notice required to be given hereunder shall be given in writing, by hand delivery, by overnight courier, or by certified or registered mail, return receipt requested:

For KABC:
Wendy Granato
President & General Manager
KABC-TV
500 Circle Seven Drive
Glendale, CA 91201
Email: wendy.granato@abc.com

For City:
Ashley Wysocki
Community & Library Services Director
Huntington Beach Civic Center
2000 Main St
Huntington Beach, CA 92648
Email: ashley.wysocki@surfcity-hb.org

Notices shall be deemed received the same day if hand delivered, the next day if sent via overnight courier, or three days after mailing if sent via registered or certified mail.

24. No Modification; Entire Agreement: No modification or amendment of this Agreement shall be binding upon any party unless such modification is in writing and signed by all parties hereto. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements among them.

THE PARTIES HERETO have executed this Agreement as of the date and year first above written:

KABC TELEVISION, LLC,
licensee of KABC-TV

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

Wendy Granato
President and General Manager

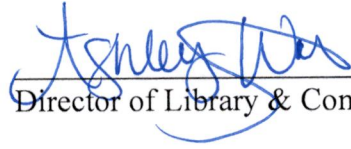


Mayor


City Clerk

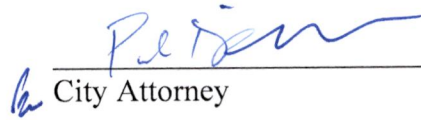
COUNTERPART

INITIATED AND APPROVED:



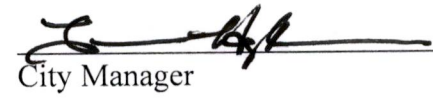
Director of Library & Community Services

APPROVED AS TO FORM:



City Attorney

REVIEWED AND APPROVED:



City Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/23/2025

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 Aon/Albert G Ruben Insurance Service, Inc. 707 Wilshire Boulevard, Suite 2600 Los Angeles CA 90017-0460 USA	CONTACT PHONE (Ac. No. Ext): (818) 742-1400 FAX No.: (818) 953-2480		
	E-MAIL ADDRESS:		
INSURED The Walt Disney Company - CAP 500 S. Buena Vista St. Burbank CA 91521 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Illinois Union Insurance Company		27960
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

Holder Identifier:

COVERAGES CERTIFICATE NUMBER: 570113518279 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.

Limits shown are as requested

USE LYR	TYPE OF INSURANCE	ADDL INSD	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE
	CLAIMS-MADE ☐ OCCUR ☐						DAMAGE TO RENTED PREMISES (Ea occurrence)
							MED EXP (Any one person)
							PERSONAL & ADV INJURY
	GEN AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE
	POLICY ☐ PRO-JECT ☐ LOC ☐						PRODUCTS - COMP/OP AGG
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	ANY AUTO						BODILY INJURY (Per person)
	OWNED AUTOS ONLY						BODILY INJURY (Per accident)
	HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)
	SCHEDULED AUTOS						
	NON-OWNED AUTOS ONLY						
	UMBRELLA LMB						EACH OCCURRENCE
	EXCESS LMB						AGGREGATE
	DED ☐ RETENTION ☐						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTHER ☐
	ANY PROPRIETOR/ PARTNER / EXECUTIVE OFFICER/ MEMBER EXCLUDED? ☐	Y/N	N/A				EL EACH ACCIDENT
	(Mandatory in Ill)						EL DISEASE- EA EMPLOYEE
	If yes, describe under DESCRIPTION OF OPERATIONS below						EL DISEASE-POLICY LIMIT
	E&O - Media Professional			EONG21654115019-Claims Made	05/01/2025	05/01/2026	Occurrence Limit \$1,000,000 Aggregate Limit \$1,000,000 E&O Limit \$1,000,000

Certificate No: 570113518279

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

APPROVED AS TO FORM

By: MICHAEL J. VIGLIOTTA
CITY ATTORNEY
CITY OF HUNTINGTON BEACH

CERTIFICATE HOLDER	CANCELLATION
City of Huntington Beach 2000 Main Street #5 Huntington Beach CA 92648 USA	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 <u>Aon/ Albert G. Ruben Ins. Services, Inc.</u>