

EM SUBMISSION NO.: EMA0562015
PRESENTED: 2-18-15
ADOPTED: 2-20-15

RESOLUTION AUTHORIZING A LAW ENFORCEMENT LOCATION AND LICENSE AGREEMENT BETWEEN D AND J PRODUCTIONS AND THE CITY OF FLINT


BY THE EMERGENCY MANAGER:

Through the attached Law Enforcement Location Agreement and Law Enforcement License Agreement between D and J Productions and the City of Flint, the City affords D and J Productions the right to use all Flint Police Department logos and insignias, crime scene photos, offense reports, and interrogation footage pertaining to the Flint Police Department investigations documented by the production "Cold Justice;" and

The City of Flint also gives permission to D and J Productions to enter upon and use certain properties located within the City pursuant to the covenants contained within the Law Enforcement Location Agreement and Law Enforcement License Agreement attached hereto and made a part hereof.

IT IS RESOLVED that the Emergency Manager hereby authorizes the Law Enforcement Location Agreement and Law Enforcement License Agreement between D and J Productions and the City of Flint relative to investigations documented by the production "Cold Justice," and pursuant to the covenants contained within the agreements attached hereto and made a part hereof.

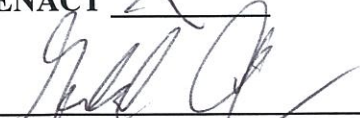
APPROVED AS TO FORM:



Peter M. Bade, City Attorney

EM DISPOSITION:

ENACT _____ REFER TO COUNCIL _____ FAIL _____



Gerald Ambrose, Emergency Manager

DATED: 2/20/15

D and J Productions
6255 Sunset Blvd., # 1600
Los Angeles, CA 90028

LAW ENFORCEMENT LOCATION AGREEMENT

_____ (“Owner”) is the owner of and/or controls all rights with respect to the property that is the subject of this agreement (the “Property”). Owner hereby gives permission to D and J Productions and its employees, agents, contractors and suppliers (“Producer”) to enter upon and use the Property located at _____, commencing on _____ and continuing through _____ (subject to change on account of weather conditions or change in production schedule) for the purpose of photographing, filming and recording (including, without limitation, sound recording) certain scenes for use in and in connection with the unscripted detective television series “Cold Justice” (the “Program”) and for any additional uses as described below. The Property shall include, without limitation, the grounds at such address and all buildings and rooms and other structures located thereon (including, but not limited to, balconies and patios), together with access to and egress from the Property. Producer may use the Property until all scenes requiring the Property have been completed. Producer will have the right to use the Property for additional filming as may be necessary and payment will be prorated from the charges (if any) listed below.

Owner acknowledges and agrees that Owner will not be paid compensation for Producer’s use of the Property under this agreement nor for Producer’s exercise of the rights granted by Owner under this agreement. Owner further acknowledges and agrees that the consideration Owner will receive for Producer’s use of the Property and/or Producer’s exercise of its rights under this agreement is the opportunity for publicity that the Property and/or Owner will receive if Producer decides to include photographs, film, or recordings made on the Property in any of its productions.

Producer may place all necessary facilities and equipment on the Property and agrees to remove them after completion of work and leave the Property in as good condition as when received, except for reasonable wear and tear from the uses permitted. Signs on the Property may, but need not, be removed or changed, but, if removed or changed, Producer will replace them. Producer may, if it elects, include any and all signs on the Property and any tradenames, trademarks, copyrights and logos of Owner or visible on the Property (collectively, the “Owner’s Marks”) in the photographs, film and recordings. Owner represents and warrants that the Property is maintained in compliance with all federal, state and local laws, rules, regulations, codes and ordinances and is free of latent defects or illegal conditions of which Owner is or should be aware except those of which Owner has notified Producer.

Producer’s liability of any kind or nature with respect to its use of the Property shall be limited to the following: Producer agrees to use reasonable care to prevent damage to the Property and will indemnify and hold Owner harmless from any claims and demands of any person or persons arising out of or based upon personal injuries or property damage resulting from the negligence or willful misconduct of Producer, its officers, employees, agents or representatives while Producer is engaged in the aforementioned use of the Property, except to the extent that Owner contributes to such injury or damage.

If Owner claims that Producer is responsible for any such damage or injury, or both, Owner must notify Producer in writing within ninety (90) business days of the date that Producer vacates the Property, which writing shall include a detailed listing of all property damage and injuries for which Owner claims Producer is responsible. Owner shall cooperate fully with Producer in the investigation of such claims, and permit Producer’s investigators to inspect the property claimed to be damaged.

Owner acknowledges and agrees that Producer has the right to photograph, film and record the Property, and to broadcast, exhibit and otherwise exploit the photographs, film and recordings of the Property and any and all furnishings, works of art and other objects located in or around the Property, as well as the Owner’s Marks, in any and all manner and media whatsoever, whether now known or hereafter devised, throughout the universe in perpetuity. Without in any way limiting the foregoing, all rights of every kind in and to all photographs, film and recordings made on the Property

(including, without limitation, all copyrights) shall be and remain vested in Producer, including, without limitation, the right to use and reuse all such photographs, film and recordings in and in connection with subsequent related and unrelated productions of any kind, as well as in and in connection with advertisements, promotions, publicity, clips, and other materials, etc. Neither Owner nor any tenant or any other party having an interest in the Property shall have any claim or action against Producer or any other party arising out of any use of the photographs, film and/or recordings. Owner's sole remedy for breach of this agreement by Producer shall be an action for money damages. In no event will Owner be entitled to injunctive or other equitable relief, and in no event will Owner be entitled to terminate this agreement. Producer has no obligation to include the Property in the Program or in any other production.

Owner represents and warrants that (a) Owner has the right to enter into this agreement and to grant Producer all rights provided by this contract; (b) in the event that Owner is not the legal owner of the Property, Owner represents and warrants that Owner has secured from the legal owner the right and authority to enter into this agreement and to grant Producer all rights provided hereunder; (c) the consent or permission of no other person or entity is necessary; and (d) Owner shall take no action, nor allow or authorize any third party to take any action which might interfere with Producer's authorized use of the Property. Owner shall indemnify, defend and hold Producer harmless for any breach of the representations and warranties.

Owner shall keep in strictest confidence and shall not disclose to any participant or other third party at any time (i.e., prior to, during, or after the taping or exhibition of the Program) any information or materials concerning or relating to Producer or TNT (the "Network"), the business of Producer or the Network, any program produced by Producer and/or exhibited by the Network, including, without limitation, any information concerning or relating to the Program, the Program participants (including without limitation the host, judges, and contestants), the location(s) of the Program, the events, contests and challenges contained in the Program or the outcome of any event, contest and challenge in the Program, that Owner reads, hears or otherwise acquires or learns in connection with or as a result of Owner's participation on the Program (collectively, the "Confidential Information"). Owner acknowledges and agrees that the Confidential Information is confidential and the exclusive property of Producer and/or the Network. At no time will Owner ever, directly or indirectly, divulge in any manner, or use or permit others to use, any of the Confidential Information. Owner's obligations with respect to confidentiality as set forth in this paragraph shall continue in perpetuity or until terminated by the Network in writing. In no event shall Owner have the right to terminate its confidentiality obligations under this agreement. Notwithstanding the language set forth herein, to the extent that the Owner is required by the State of Michigan to comply with the Freedom of Information Act (F.O.I.A.) laws, the Owner will not be held liable for its compliance with F.O.I.A. Therefore the Owners compliance with F.O.I.A. will not be considered a breach of confidentiality.

This agreement and all matters or issues collateral thereto shall be governed by the internal, substantive laws of the State of Michigan without regard to the conflicts of laws provisions thereof.

Owner will defend, indemnify and hold harmless Producer, its licensees, successors and assigns, their respective parent, subsidiary and affiliated companies, and each of their respective officers, directors, agents, representatives and employees, from and against any and all third-party claims, actions, damages, liabilities, losses, costs and expenses (including, without limitation, attorneys' fees and court costs whether or not in connection with litigation) that in any way arise out of or result from Owner's negligence or willful misconduct or Owner's breach of this agreement. The parties acknowledge that Producer shall control the defense of any claim(s) brought against Producer arising out of or result from the Owner's negligence or willful misconduct or Owner's breach of this agreement, provided that Owner shall assume the defense if so requested by Producer. The termination of this agreement shall not affect the continuing indemnity obligation of Owner as set forth herein.

Owner agrees that Producer may license, assign and otherwise transfer this agreement and all rights granted by Owner to Producer under this agreement to any person or entity. Turner Broadcasting Systems, Inc. is an express intended third-party beneficiary of this Agreement, with full standing to enforce each, every, any and all of its provisions as if it was an express party thereto.

Producer shall have the right to cancel this agreement at any time prior to Producer's use of the Property. Upon Producer's cancellation of this agreement, neither Producer nor Owner shall have any obligations whatsoever under this

agreement, and Owner shall immediately refund to Producer any and all sums previously paid by Producer pursuant to this agreement (if any). If any provisions of this agreement are held to be void or unenforceable, all other provisions of this agreement shall continue in full force and effect.

This is the entire agreement. No other authorization is necessary to enable Producer to use the Property for the purpose contemplated. Nothing in this agreement shall limit or restrict any rights otherwise enjoyed by Producer under law or agreement.

ACCEPTED AND AGREED:


PRODUCER

By: _____

Date: _____

Show: Cold Justice

OWNER

By:  _____

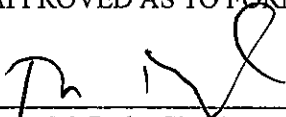
Print Name/Title: Emergency Manager

Address: 1101 S. Saginaw ST
Flint, MI

Telephone: 810.237.2035

Date: 2/20/15

APPROVED AS TO FORM:



Peter M. Bade, City Attorney

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D AND J PRODUCTIONS
6255 Sunset Blvd., Ste. 1600
Los Angeles, CA 90028

LAW ENFORCEMENT LICENSE AGREEMENT ("Agreement")

The undersigned ("Licensor") hereby grants to D and J Productions ("Producer") and its successors, licensees and assigns, the full and complete right to use:

All Flint PD's logos and insignias, crime scene photos, offense reports, interrogation footage pertaining to the Flint PD investigations documented by Cold Justice.

(the "Licensed Material") in and in connection with the production currently entitled "Cold Justice" (the "Production"), any ancillary uses connected with the Production, and in and in connection with advertisements, promotions, publicity and other material relating to the Production, Producer and/or any network on which the Production will air. The rights herein granted shall extend to and include Producer's use of the Licensed Material in any and all manner and media whatsoever, whether now known or hereafter devised, throughout the universe in perpetuity, free and clear of any and all claims for royalties, residuals, or other compensation.

Licensor hereby acknowledges and agrees that Producer, its successors, licensees and assigns, shall exclusively own all rights in and to any photographs, motion pictures and recordings taken by Producer in connection with the Production and that Producer has the irrevocable right throughout the universe to use such photographs, motion pictures and other recordings (and any tradenames, trademarks, copyrights and logos therein) in connection with the Production, any ancillary uses connected with the Production, and in and in connection with advertisements, promotions, publicity and other material relating to the Production, Producer and/or any network on which the Production will air, in any and all manner and media whatsoever, whether now known or hereafter devised, throughout the universe in perpetuity.

Producer shall have the sole right to determine the manner in which the Licensed Material shall be used pursuant to the Agreement, and Producer shall not be obligated to use the Licensed Material as part of the Production or otherwise, or to broadcast or otherwise exhibit or exploit the Production; provided, however, that any use by Producer of the Licensed Material shall be subject to Licensor's prior written approval (such approval not to be unreasonably withheld). In connection therewith, if Licensor fails to refuse or approve Producer's use of the Licensed Material within five (5) business days of receipt of Producer's written request therefor, Producer's use of the Licensed Material shall be deemed approved, and any disapprovals must be given in a clear and unambiguous manner (so that Producer may be reasonably able to identify and address Licensor's concerns). Once a requested use of Licensed Material is approved by Licensor, Licensor may not withdraw such approval.

In the event the Licensed Material includes a trademark and/or a mark that has secured protection as a trademark, Producer will not secure ownership to any rights to that trademark as a result of this permission or through portrayal of that trademark in the Production. Any claim by Producer of copyright in the Production or derivative works thereof specifically excludes a claim of ownership in such trademark. Producer does not waive or relinquish any rights it may have with respect to any marks and/or trademarks not included in the Licensed Material.

Licensor hereby warrants and represents that it is the sole owner or holder (or the authorized representative of the sole owner or holder) of the rights granted herein, including, but not limited to any and all copyrights, and that it is authorized to enter into and execute this Agreement.

The parties agree to indemnify and hold free and harmless to the fullest extent permitted by law, the other party, each of their respective parent, subsidiary, and affiliated organizations, and each of their respective agents, employees, successors, licensees and assigns, from and against any and all claims, damages, liabilities, costs and expenses, including but not limited to reasonable attorneys' fees, resulting from any breach of any warranty, representation, or agreement made herein.

This Agreement and all matters or issues collateral thereto shall be governed by the internal, substantive law of the State of Michigan without regard to the conflicts of law provisions thereof. In any action by Licensor for breach of any provision hereunder, Licensor agrees that its exclusive remedy shall be an action at law for damages and in no event shall Licensor be entitled to injunctive or any other equitable relief. This Agreement contains the parties' entire understanding relative to its subject matter and it cannot be modified, varied or terminated in any way, except in a writing signed by both parties. Nothing in this Agreement shall limit or restrict any rights otherwise enjoyed by Producer under law or contract.

AGREED AND ACCEPTED:

Licensor

By:

Signature

Gerald Ambrose

Print Name

Emergency Manager

Title

APPROVED AS TO FORM:

Peter M. Bader City Attorney