



DeKalb County Government

Manuel J. Maloof Center
1300 Commerce Drive
Decatur, Georgia 30030

Agenda Item

File ID: 2019-4085

Substitute

8/27/2019

Public Hearing: YES NO

Department: Police Services

SUBJECT:

Commission District(s): All Commission Districts

Accelerate Productions, LLC – “On the Scene” with DeKalb County Police Department

Information Contact: Joseph Lumpkin, Deputy COO, Public Safety

Phone Number: 770-724-7670

PURPOSE:

- To consider approving Accelerate Productions’ use of DeKalb County’s locations, nomenclature, and/or symbols; and
- To consider providing permission for Accelerate Productions, LLC to film the series “On the Scene with Paul Holes” to highlight efforts of the DeKalb County, Georgia, Police Department in solving cold cases; and
- To consider authorizing the Chief Executive Officer to execute the necessary documents.

NEED/IMPACT:

“On the Scene with Paul Holes” filming will include the detailed re-enactment of DeKalb County’s cold cases. The appropriate locations, symbols, and/or nomenclature are needed to enhance the shows authenticity and to request information from the public who may have additional information regarding the cases. Photographing, filming, and scene recording will include various locations throughout the County, to include the DeKalb County Police Department headquarters and precincts.

FISCAL IMPACT:

Match: There is no cost to the county.

Position(s) created: There are no positions created by this funding.

Effective Dates: Upon Signature - Open

RECOMMENDATION:

- To approve Accelerate Productions’ use of DeKalb County’s locations, nomenclature, and/or symbols; and
- To provide permission for Accelerate Productions, LLC to film the series “On the Scene with Paul Holes” to highlight efforts of the DeKalb County, Georgia, Police Department in solving cold cases; and
- To authorize the Chief Executive Officer to execute the necessary documents.

ACCELERATE PRODUCTIONS, LLC
900 W. Alameda Avenue, Burbank CA 91506

LOCATION CONTRACT

DeKalb County, Georgia ("Owner") is the owner of and/or controls all rights with respect to the property that is the subject of this contract (the "Property"). Owner hereby gives permission to Accelerate Productions, LLC and its employees, agents, contractors, representatives and suppliers ("Producer") to enter upon and use the Property located at: **DeKalb County Police Department, 1960 West Exchange Place, Tucker, GA 30084** on date(s) to be agreed to by the parties, (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 television program currently entitled "On the Scene with Paul Holes" (the "Program") and for any additional uses as described below. 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 will have the right to review a version of the episode prior to the final cut, of the Program (the "Episode"), solely in order to confirm that the Episode does not portray Owner in defamatory manner. Owner shall have the right to review only the portion of the Episode which features the location of the Owner. Producer shall submit the episode for review to **Major Jerry Lewis** (jalewis@dekalbcountyga.gov) and Owner shall respond in writing to Producer (c/o Mary Sheibani [mary.sheibani@nbcuni.com]) with approval or detailed comments within a period of two (2) business days upon receipt of the Episode. Only Major Jerry Lewis shall have a right of access to the Episode and Owner shall otherwise maintain it as confidential. Owner agrees to be reasonably available during this two (2) day period to discuss any issues that may arise with Producer. If Owner reasonably determines that the Episode constitutes defamatory material, and Owner submitted detailed comments to Producer in a timely fashion and remained available to discuss issues with Producer as set forth in this paragraph, Producer shall work in good faith to address such concerns to the reasonable satisfaction of the Owner. If Owner does not respond within the two (2) day period, the Episode shall be deemed approved as submitted. Notwithstanding anything to the contrary contained herein, Owner acknowledges and agrees that Producer's decisions in connection with all other matters respecting the Episode and the Program (including, without limitation, involving artistic taste, quality, and judgment), will be final and controlling. For the avoidance of doubt, Owner's right to review footage as set forth in this paragraph shall not provide Owner with the right to make suggestions or have any approval whatsoever over creative matters in connection with the Episode or otherwise. Owner agrees that its right to review footage hereunder will be exercised in a reasonable manner and so not as to frustrate Producer's full and timely development, production, and exploitation of the Program. Once the Episode has been approved, or is deemed approved hereunder, or Owner's comments have been addressed, Owner will not be entitled to make additional comments with respect to such Episode, and it shall be deemed approved for all purposes under this contract.

Owner acknowledges and agrees that Owner will not be paid compensation for Producer's use of the Property under this contract nor for Producer's exercise of the rights granted by Owner under this contract. 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 contract 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 agrees to use reasonable care to prevent damage to the Property and will indemnify and hold Owner harmless from any claims and demands 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.

If Owner claims that Producer is responsible for any such damage, Owner must notify Producer in writing within five (5) business days of the date that Producer vacates the Property, which writing shall include a detailed listing of all property damage 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, but not the obligation 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 contract 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 contract.

Owner represents and warrants that Owner has the right to enter into this contract and to grant Producer all rights provided by this contract. 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 contract and to grant Producer all rights provided hereunder. Owner agrees not to make any commercial or any other use of the fact that the Property appeared or may appear in the Program or in any of Producer's productions.

If any controversy or claim arising out of or relating to this contract, or the breach of any term hereof, cannot be settled through direct discussions, the parties agree to endeavor to first settle the controversy or claim by confidential mediation conducted in the County of DeKalb and administered by JAMS under its applicable rules, before commencing any proceedings permitted under this paragraph. If a dispute is not otherwise resolved through direct discussions or confidential mediation, the controversy or claim, including the scope or applicability of this agreement to arbitrate, shall be resolved by final and binding confidential arbitration conducted in the County of DeKalb, and administered by JAMS in accordance with the Streamlined Arbitration Rules and Procedures of JAMS or subsequent versions thereof, including the optional appeal procedure (the "JAMS Rules," available at www.jamsadr.com or can be made available to Owner by Producer upon written request, including, without limitation, the rules providing for limited discovery and other exchange of information, provided that, each side shall be permitted to take no more than three depositions, and neither side shall be permitted to propound written interrogatories or requests for admission [other than requests for admission of the authenticity of documents or materials] and to the maximum extent permitted by law, the rule providing that each party shall pay *pro rata* its share of JAMS fees and expenses). The JAMS Rules for selection of mediators and arbitrators shall be followed, except that the mediator or arbitrator shall be (i) an experienced mediator or arbitrator (as applicable), who is experienced in the entertainment industry and, licensed to practice law in Georgia or (ii) a retired judge. Notwithstanding the above requirements, if a party files suit in court or files arbitration before first seeking to mediate, in direct violation of this paragraph, the other party does not have to request mediation to enforce the right to compel arbitration as required under this paragraph. Upon the conclusion of any arbitration proceedings, the arbitrator shall render findings of fact and conclusions of law and a written opinion setting forth the basis and reasons for any decision reached and shall deliver such documents to each party to the dispute. The arbitrator shall not have the authority to grant any remedies the parties to any dispute have waived herein. Owner and Producer agree to submit to the *in personam* jurisdiction of the Superior Court of the State of Georgia for the County of DeKalb and the United States District Court for the Northern District of Georgia for purposes of confirming any such award and entering judgment thereon. The Owner and Producer each waive any and all objections that they may have as to jurisdiction or venue in any of the above courts.

Owner agrees that Producer may license, assign and otherwise transfer this contract and all rights granted by Owner to Producer under this contract to any person or entity, specifically excluding the right to enter upon and use the Property, which shall not be licensed, assigned, or transferred by Producer.

Producer shall have the right to cancel this contract at any time prior to Producer's use of the Property. Upon Producer's cancellation of this contract, neither Producer nor Owner shall have any obligations whatsoever under this contract, and Owner shall immediately refund to Producer any and all sums previously paid by Producer (if any) pursuant to this contract.

This is the entire contract. This contract may not be amended except by a writing executed by authorized representatives of both parties. If any provisions of this contract are held to be void or unenforceable, all other provisions of this contract shall continue in full force and effect. No other authorization is necessary to enable Producer to use the Property for the purpose contemplated. Nothing in this contract shall limit or restrict any rights otherwise enjoyed by Producer under law or contract.

ACCEPTED AND AGREED:

PRODUCER:

By: _____

Print Name: _____

Title: _____

Date: _____

DEKALB COUNTY, GEORGIA

MICHAEL L. THURMOND
CHIEF EXECUTIVE OFFICER

ATTEST:

BARBARA SANDERS-NORWOOD
CLERK TO CHIEF EXECUTIVE OFFICER AND
BOARD OF COMMISSIONERS

APPROVED AS TO FORM:

COUNTY ATTORNEY
DEKALB COUNTY LAW DEPARTMENT