

Ordinance No. _____

An ordinance approving a documentary film agreement between the Metropolitan Government of Nashville and Davidson County and Eureka Entertainment, LLC.

WHEREAS, the Metropolitan Government wishes to encourage and accommodate the film industry and its activities within the area of the Metropolitan Government; and,

WHEREAS, the Metropolitan Government departments, offices, elected officials, and employees involved in this documentary project support the filming of this documentary program currently entitled "Justice USA"; and,

WHEREAS, approval of this agreement is in the best interest of the citizens of Davidson County.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the agreement between the Metropolitan Government of Nashville and Davidson County and Eureka Entertainment, LLC, attached hereto as Exhibit 1, is hereby approved.

Section 2. This ordinance shall take effect from and after its passage, the welfare of the Metropolitan Government of Nashville and Davidson County requiring it.

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Ambo / ngr
Director
Department of Finance

INTRODUCED BY:

Jennifer Darble
Member(s) of Council

APPROVED AS TO FORM AND LEGALITY:

Cynthia E. Dross
Assistant Metropolitan Attorney

AGREEMENT BETWEEN THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

**AND
EUREKA ENTERTAINMENT, LLC**

This Agreement is made and entered into by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, a governmental, municipal and public corporation created and existing under and by virtue of the Constitution and laws of the State of Tennessee (hereinafter "METRO"), and Eureka Entertainment, LLC, with its principal place of business located at 3702 Eureka Drive, Studio City, CA 91604 (hereinafter "FILM MAKER").

WHEREAS, METRO wishes to encourage and accommodate the film industry and its activities within the area of the Metropolitan Government; and,

WHEREAS, the METRO departments, offices, elected officials, and employees involved in this documentary project support the filming of this documentary program currently entitled "Justice USA" (the "Program"); and,

NOW, THEREFORE, in consideration of the mutual promises and obligations set out hereafter and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The purpose of this Agreement is to permit FILM MAKER, its agents, officers, and employees to utilize the following sites: Downtown Detention Center, Behavioral Care Center, Birch Building, Criminal Courts, Harding Jail Facilities, Public Defender offices, Juvenile Court building, Attorney General offices, Sheriff's Office, and such other sites as FILM MAKER and METRO from time to time mutually agree, which are owned by or leased to METRO, or which are a public right-of-way (hereinafter individually and collectively referred to as "SITE"), for the production of the Program, subject to all other permits required by the Metropolitan Code of Laws, and subject to all terms and conditions associated with those permits. METRO grants FILM MAKER the right to film, photograph and record, reproduce, and use the SITE, and to bring onto and remove from the SITE its officers, agents, and employees for its film making purposes for the Program. By this Agreement, METRO does not purport to give FILM MAKER permission relating to sites other than public rights-of-way and SITES which METRO does own or lease.
2. This Agreement shall apply solely to the described SITE, and not to any other property or location. This Agreement is made in connection with the Program and includes the right to re-use the film, photographs and recordings made by FILM MAKER at the SITE in connection with the Program and in connection with other productions as FILM MAKER, its successors, assigns, and licensees shall elect, and in connection with the exhibition, advertising, and exploitation thereof, in any manner and media whatsoever now known or hereafter devised and at any time in any part of the world.
3. FILM MAKER shall have access to and use of the SITE from commencement through completion (currently expected to be on or about December 17, 2021) of filming for the Program; provided that FILM MAKER may re-enter the SITE upon request after such

wrap date for additional use of the SITE in connection with any additional filming for the Program that may be needed (if any) on such date(s) and time(s) as FILM MAKER and METRO shall agree in good faith. However, if because of illness of actors, directors, or other essential artists and crews, or because of conditions or occurrence beyond the control of FILM MAKER, preventing FILM MAKER from starting or completing work during the period designated above, or in the event of damaged or imperfect film or equipment, FILM MAKER shall have the right to use the SITE at a later date to be mutually agreed upon by the parties, but METRO has no obligation to delay changes to or other use of the SITE pending such use.

4. Upon completion of the utilization of the SITE, FILM MAKER shall leave said SITE in substantially the same condition and as clean and orderly as when found by FILM MAKER.
5. FILM MAKER agrees to assume the risk for any and all unknown defects and/or other unknown hazardous physical conditions of the SITE, and FILM MAKER agrees that METRO assumes **NO responsibility or liability** for any such unknown defects or other unknown hazardous physical conditions of the SITE, dangerous or otherwise. Furthermore, METRO disclaims that the SITE is appropriate for FILM MAKER'S intended purpose, artistic or otherwise. METRO shall notify FILM MAKER, however, of any known defects or hazards in or on a given SITE prior to FILM MAKER's commencement of filming at such SITE.
6. FILM MAKER agrees to use reasonable care to prevent damage to the SITE and will indemnify and hold METRO harmless from any third party claims and demands arising out of or based upon personal injuries or property damage resulting from the negligence or willful misconduct of FILM MAKER, its officers, employees, agents or representatives while FILM MAKER is engaged in the aforementioned use of the SITE.
7. METRO reserves the right to require that FILM MAKER stop all filming and other operations in and around the SITE in the event:
 - a. Of an emergency or unforeseen urgent event as determined in Metro's sole discretion, or
 - b. FILM MAKER fails to comply with the dates and times as specified in Paragraph 3 (except to the extent use of a SITE by FILM MAKER outside of such dates and times has been agreed to by METRO), or,
 - c. FILM MAKER otherwise does not comply with the terms of this agreement and fails to cure such non-compliance within a reasonable time following FILM MAKER'S receipt of METRO's written notice of such non-compliance.
8. Engagement of METRO personnel by FILM MAKER (if and as requested by FILM MAKER) during normal business hours to render production-related services for FILM MAKER (e.g., accompanying FILM MAKER as a guide at a given SITE, etc.) separate and apart from appearing in any photographs, film, or recordings shall require prior written approval of the proper officials of METRO. If any such engagement of METRO personnel by FILM MAKER occurs, FILM MAKER shall reimburse METRO for the applicable METRO personnel's regular hourly rate of pay or overtime rate of pay (as applicable) for the total amount of time that FILM MAKER actually engaged such METRO personnel.

9. METRO does not hold copyrights to public artworks located on METRO property. The artist retains copyright in most cases. If the FILM MAKER wishes to include a public artwork in the commercial production, the FILM MAKER must reach out to Metro Arts (publicart@nashville.gov) for artist contact information and/or a separate permit.
10. (a) FILM MAKER shall obtain comprehensive general public liability insurance coverage with an insurance company authorized to do business in the State of Tennessee and acceptable to METRO. If FILM MAKER uses an automobile on the SITE, FILM MAKER agrees to obtain automobile liability insurance. Both policies of insurance shall have a limit of not less than One Million Dollars (\$1,000,000.00). In the event a METRO structure is used, FILM MAKER shall also provide insurance coverage, for any damage to the structure, which shall have a limit of not less than Five Hundred Thousand Dollars (\$500,000.00). This insurance coverage may be carried in a separate policy or it may be included in the comprehensive general liability policy.

(b) FILM MAKER shall provide a certificate of insurance evidencing coverage that names METRO, its officers, employees, and agents, as their interests may appear, in a form acceptable to METRO before FILM MAKER can have access to the SITE.

(c) The limits of liability insurance required herein shall in no way limit the amount of damages for which FILM MAKER may be liable to METRO hereunder.
11. FILM MAKER shall indemnify and hold METRO and its officers, agents and employees harmless and free from any and all third party claims, including but not limited to personal injury, property damage, or violation of state or federal intellectual property rights, which have arisen or resulted wholly or partially from the exercise of any of the rights or permissions granted herein to FILM MAKER; except to the extent any such claims arise due to (i) the negligence, recklessness, illegal conduct or other willful misconduct, or breach of this agreement by METRO or its officers, agents or employees. This indemnification and hold harmless includes, but is not limited to, the payment of all reasonable outside attorney fees, expenses, costs or final, non-appealable judgments which may be incurred by METRO, its officers, agents, or employees as a result of any and all such claims for which FILM MAKER is actually obligated to indemnify METRO hereunder. To the extent of any insurance coverage, FILM MAKER's duty to indemnify METRO shall be satisfied *pro tanto*.
12. FILM MAKER shall reimburse METRO for any and all damages to personal and real property owned or leased by METRO, to the extent damage is actually caused wholly or partially by FILM MAKER during FILM MAKER's filming on the SITE during the dates and times set forth in Paragraph 3 above
13. FILM MAKER shall comply with the provisions of Title VI of the Civil Rights Act of 1964 in connection with its utilization of the SITE, that is: Admission, participation of spectators, and use of the SITE during production of the Program shall be without regard to race, creed, color, gender, age, handicap, or national origin.
14. FILM MAKER agrees to comply with all laws of the State of Tennessee, and all

ordinances and regulations of METRO, that are applicable to FILM MAKER's filming on the SITE hereunder and of which FILM MAKER has been timely notified by METRO.

15. METRO assumes no responsibility for any personal property placed on, in, or around the SITE by FILM MAKER or FILM MAKER's officers, agents and employees.

16. FILM MAKER and METRO agree to these Special Conditions of this Agreement:

- a. FILM MAKER shall obtain all necessary signed releases/waivers from those individuals to be filmed by FILM MAKER in connection with the Program.
- b. To the extent FILM MAKER films any applicable judicial proceedings in connection with the Program, FILM MAKER will comply with Rule 30 of the Tennessee Supreme Court Rules related to media coverage of judicial proceedings.
- c. FILM MAKER will not film or interview any juvenile without obtaining the prior written approval of the juvenile's parent or legal guardian on an appropriate release/waiver. The Juvenile Court Judge controls juvenile proceedings and juvenile court records. The Juvenile Court Judge has sole discretion to allow or prohibit the filming of any juvenile proceeding, or the release of juvenile court records or information.
- d. FILM MAKER agrees not to film, or continue to film, any individual that the Metropolitan Nashville Public Defender ("Public Defender") determines cannot be a part of this film project, as a result of (i) the individual being deemed legally incompetent, (ii) federal holds preventing or prohibiting filming with the individual, or (iii) the high-profile nature of the individual's case.
- e. The Davidson County Sheriff's Office ("DCSO") has the right to refuse to allow filming of any SITE areas or materials located therein or thereon that could potentially compromise the security of DCSO facilities, as determined by DCSO, including but not limited to materials that are designated as confidential under provisions of the Tennessee Open Records Act, Tenn. Code Ann. § 10-7-504(m)(1) (i.e., "Information and records that are directly related to the security of any government building shall be maintained as confidential and shall not be open to public inspection."); provided, however, that the DCSO shall endeavor in good faith to timely notify FILM MAKER prior to FILM MAKER's commencement of filming at a given SITE if any areas and/or materials located in or on such SITE cannot be filmed by FILM MAKER pursuant to this paragraph 16(e). With respect to each episode of the Program (each, an "Episode"), the DCSO shall have a reasonable right to review footage of any DCSO facilities included by FILM MAKER in the Episode (collectively, the "DCSO Facilities Footage") prior to the Episode's initial commercial exhibition, subject to the following terms and conditions:
 - i. The DCSO's right to review the DCSO Facilities Footage shall be for the sole purpose of determining whether FILM MAKER has inadvertently

included in the DCSO Facilities Footage recordings of any SITE areas or materials that would compromise the security of DCSO facilities, including any materials that are designated as confidential under provisions of the Tennessee Open Records Act, Tenn. Code Ann. § 10-7-504(m)(1);

- ii. The DCSO shall have seventy-two (72) hours from the time when FILM MAKER submits the DCSO Facilities Footage for a given Episode to the DCSO Liaison (as defined below) to notify FILM MAKER c/o Marshall Goldberg at marshallg42@gmail.com ("FILM MAKER Liaison") of any SITE areas or materials (if any) included therein that would compromise the security of any DCSO facilities; and
- iii. FILM MAKER shall only be required to submit DCSO Facilities Footage via e-mail link to the DCSO point of contact to be designated by the DCSO and set forth in Exhibit "A" attached hereto ("DCSO Liaison"). The DCSO Liaison shall share the DCSO Facilities Footage, if at all, solely to the minimum extent necessary to effectuate the purposes of this Paragraph 16(e), and the DCSO Liaison and any and all other individuals (if any) with whom the DCSO Liaison shares the DCSO Facilities Footage (a) shall treat such DCSO Facilities Footage strictly confidentially and shall not disclose any such DCSO Facilities Footage (or any portion thereof) to any third parties without FILM MAKER's express written authorization in each instance; and (b) shall delete all copies of such DCSO Facilities Footage promptly upon sending comments on the DCSO Facilities Footage back to the FILM MAKER Liaison pursuant to this Paragraph 16(e).
- iv. Without limiting the generality of this Paragraph 16(e):
 1. The DCSO Liaison shall submit the DCSO's comments (which shall include reasonably detailed instructions on how to remedy any inclusion in the DCSO Facilities Footage of any SITE areas or materials that would compromise the security of DCSO facilities) to the FILM MAKER Liaison in writing;
 2. In the event that the DCSO Liaison fails to submit its comments to the FILM MAKER Liaison within seventy-two (72) hours from the submission of the applicable DCSO Facilities Footage to the DCSO Liaison, such DCSO Facilities Footage shall be deemed approved;
 3. In the event that the DCSO determines that FILM MAKER has included any SITE areas or materials in the DCSO Facilities Footage that would compromise the security of DCSO facilities, and provided that comments are submitted to the FILM MAKER Liaison in a timely fashion as set forth in this paragraph 16(e), FILM MAKER shall remove, blur or otherwise remedy the


inclusion of any such SITE areas or materials pursuant to the DCSO Liaison's instructions provided pursuant to the foregoing terms.

- f. FILM MAKER will not film participants in the Cherished Hearts Program, which is under the jurisdiction of General Sessions Judge Ana Escobar.
- g. FILM MAKER will not identify Mental Health Court and Veterans Court Program participants by name. These programs are under the jurisdiction of General Sessions Judge Melissa Blackburn. FILM MAKER will not film Mental Health Court and Veterans Court Program participants, even in the background, unless these participants have signed appropriate releases/waivers and agreed that their diagnoses and criminal charges may be publicly disclosed.
- h. FILM MAKER understands that some Mental Health Court and Veterans Court Program participants may not be legally competent to sign a release/waiver. Therefore, FILM MAKER agrees that the Mental Health Court and Veterans Court staff, the General Sessions Court Judges, Public Defender, and/or the private attorneys representing these program participants, shall have the right to refuse to allow any such individuals to participate in filming of the Program.

- 17. This Agreement sets forth the entire agreement of the Parties.
- 18. The validity, construction, and effect of this Agreement and any and all extensions and/or modifications shall be governed by the laws of the State of Tennessee, and any actions between the parties arising from this Agreement shall be maintained in the courts of Davidson County, Tennessee.
- 19. Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Agreement.
- 20. No waiver of any provision of this Agreement shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other or subsequent violation.
- 21. This Agreement shall be effective upon approval of the Metropolitan Council and filing with the Metropolitan Clerk. Any modification of this Agreement in the future shall be in writing, signed by the authorized officials of both Parties, and filed with the Metropolitan Clerk.
- 22. This Agreement may be executed by the parties hereto in separate counterparts and by facsimile and/or electronic signatures, each of which when so executed and delivered together constitute one and the same instrument.

ACCEPTED AND AGREED:

"FILM MAKER"



An Authorized Signatory

Print Name: STEVE TOLLIN

Title: DIRECTOR OF PRODUCTION & FINANCE

Dated: 8/27/21

[METRO SIGNATURE PAGE FOLLOWS]

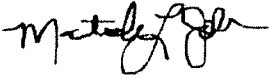
EXHIBIT "A"

DCSO LIAISON

Keli J. Oliver
Administrative Counsel
Davidson County Sheriff's Office
KOliver@DCSO.nashville.org
615-862-8179

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
SIGNATURE PAGE

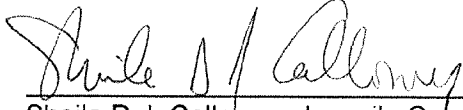
RECOMMENDED AND APPROVED BY:



Martesha L. Johnson, Public Defender

8/27/2021

Date



Sheila D.J. Calloway, Juvenile Court Judge

8/27/2021

Date

APPROVED AS TO AVAILABILITY OF FUNDS:

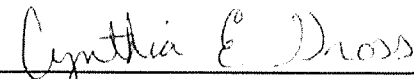


Director of Finance

8/27/2021

Date

APPROVED AS TO FORM AND LEGALITY:



Assistant Metropolitan Attorney

8/27/21

Date

APPROVED AS TO INSURANCE
REQUIREMENTS:



Director of Insurance

August 27, 2021

Date

FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:

Metropolitan Clerk

Date

