

**RESOLUTION
 CITY OF SAINT PAUL, MINNESOTA**

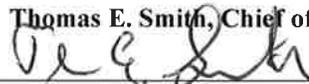
Presented by _____

1 WHEREAS, the Saint Paul Police Department (SPPD) is requesting to enter into an access agreement
 2 with Jupiter Entertainment in the filming of a production that follows an investigation in the time leading
 3 up to a crime, during the investigation and after its adjudication; and
 4
 5 WHEREAS, the City Council of Saint Paul deems it an appropriate public purpose to highlight the Saint
 6 Paul Police investigators to the community they serve, displaying the importance of the work they do in
 7 solving complex cases and helping to hold accountable individuals involved in criminal activity; and
 8
 9 WHEREAS, the Access Agreement allows Jupiter Entertainment to conduct limited production activity,
 10 including filming and interviews of city employees at a time cost valued at approximately \$500; and
 11
 12 WHEREAS, The City Council wishes to recognize city employee efforts, dedication, and service and
 13 finds that it is in the public interest to do so; and
 14
 15 THEREFORE BE IT RESOLVED, that the proper City officials are hereby authorized and directed to
 16 execute the access Agreement between the Saint Paul Police Department and Jupiter Entertainment to
 17 allow production access; a copy of said agreement which includes an indemnification clause; is to be
 18 kept on file and of record in the Office of Financial Service.
 19

	Yeas	Nays	Absent
Bostrom			
Brendmoen			
Lantry			
Stark			
Thao			
Thune			
Tolbert			

Requested by Department of: **POLICE**

By: **Thomas E. Smith, Chief of Police**



Approved by the Office of Financial Services

By: _____

Approved by City Attorney

By: _____

Approved by Mayor for Submission to Council

By: _____

Adopted by Council: Date _____

Adoption Certified by Council Secretary

By: _____

Approved by Mayor: Date _____

By: _____

ACCESS AGREEMENT

Dated: September ____, 2014 ("Effective Date")

This access agreement ("Agreement") is entered into by and between the City of St. Paul, Minnesota, through the St. Paul Police Department ("SPPD"), having an address at 367 Grove Street, Saint Paul, Minnesota 55101 and Jupiter Entertainment. ("Producer") having an address at 8923 Linksvue Drive, Knoxville, Tennessee 37922, working with Oxygen Television Network's Programming Services (the "Broadcaster") for the television series currently known as "Snapped".

WHEREAS, Producer desires the reasonable cooperation and limited assistance of the SPPD and SPPD employees to facilitate the production of the Series; and

WHEREAS, Producer intends, but is not obliged, to produce footage concerning SPPD, its officers and personnel at work and off duty and this footage may include interviews (formal and informal) with officers and other personnel, and general footage of SPPD.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, receipt of which is hereby mutually acknowledged, the parties agree as follows:

Filming Period

Filming and recording is expected to commence on or around September ____, 2014 (or such other date as we may agree in writing) on such days and at such times as Producer may reasonably require (the "Filming Period").

Access

SPPD agrees to provide Producer with such access to SPPD generally as Producer may reasonably require during the Filming Period, with reasonable limitations. For security purposes Producer will provide SPPD with details of each member of the field production crew as requested by SPPD. SPPD personnel will escort Producer, including all members of its field production crew, at all times on SPPD premises. SPPD shall advise Producer of any defects or dangers of which it is aware in relation to any premises over which it owns and/or controls.

Producer's obligations

Producer accepts and acknowledges that in order to protect the integrity of SPPD's work, maintain the safety of officers, the public, and Producer's personnel, and to minimize liability to SPPD, Producer shall comply with all instructions and restrictions imposed by SPPD, in SPPD's sole discretion, at the locations of filming. Producer's filming and personnel shall not interfere in any manner whatsoever, which determination is solely within the SPPD discretion, with SPPD's performance of its duties.

Producer accepts and acknowledges that it may not, during the course of filming put SPPD to any expense it would not otherwise ordinarily incur. All filming will be done at no cost to SPPD.

Producer shall be responsible for obtaining all necessary consents including the written consent of SPPD officers and personnel featured in the Series.

Intellectual Property and other rights

SPPD agrees and consents to the filming and recording of SPPD, SPPD officers, personnel, agents, and employees, and their voices at Producer's discretion (the "Contribution") and the use of the Contribution in whole or in part or not at all. SPPD grants to Producer all rights and consents or waives the same so as to permit the fullest use of the Contribution or any part(s) thereof in perpetuity by the Producer by all means and in all media.

SPPD agrees that, as between SPPD and Producer, Producer shall own all right, title and interest in and to the Series and all elements thereof and relating thereto (collectively the "**Materials**") and the Materials shall be considered works made for hire for Producer, its successors and assignees, for all copyright terms renewal terms and revivals thereof for all uses and purposes whatsoever. In the event that the Materials are found not to be works made for hire then the SPPD irrevocably assigns to Producer all of the SPPD's interest in the Materials including without limitation the copyrights therein for good and valuable consideration receipt of which is hereby acknowledged.

Producer and the Broadcaster and their licensees and assignees may use within the Series any materials and images containing the SPPD's name, trademarks and logos (whether recorded incidentally or otherwise).

SPPD Officers shall not release any information relating to the Series to the press without the written consent of Producer. This paragraph shall not be construed to prevent SPPD from releasing to the press and/or local new or any court related action, any information regarding a case that is featured in or relates to the Series, nor shall this Agreement prevent the SPPD from complying with Minnesota Government Data Practice Act, Minnesota Statutes, Chapter 13.

Editorial Control

Producer shall have absolute editorial control over the Series. Notwithstanding the foregoing, Producer shall provide to the SPPD's Public Information Officer or other Designated Representative, prior to the first transmission of each Series episode, one copy of a DVD of the rough cut of such episode, or any Materials that the Producer wishes to use in telecast or other distribution; the SPPD shall have five (5) business days to view such episode or Materials for the purpose of identifying: 1) factual inaccuracies of which the SPPD is aware, 2) filming or recording of data that potentially could interfere with the successful criminal prosecution of any arrestee and 3) potential violations of the Minnesota Government Data Practices Act. All Materials so identified by the SPPD shall be discussed in good faith by the parties, provided that subsequent to such discussions the Office of the City/County Prosecutor may require that some or all of such Materials be removed from the final version of the Series episode at issue, which

shall not be telecast or otherwise distributed by the Producer unless such Materials have been removed.

In the event that Producer has not received any comments from the SPPD Representative within 5 (five) business days of Producer providing the Video Tape or materials the producer wishes to use in the telecast or other distribution, the Producer may air the Material.

Insurance, Liability and Indemnification

Producer hereby agrees that it shall carry insurance up to US \$1,000,000 (One Million United States Dollars), naming the City of Saint Paul as an additional insured for the purposes of this Agreement, and will indemnify SPPD for any liability, loss, claim, or proceedings arising from statute or common law in respect of personal injury (and/or death) of any person and loss or damage to property to the extent such injury, death, loss, or damage is caused by the negligence, omission, or default of Producer or any person for whom Producer is responsible, provided always that Producer is promptly notified of any third party claims.

Nothing in this Agreement shall be construed to operate so as to restrict the liability of each party for personal injury and/or death of any person and/or loss or damage to property proven to be caused by the negligence of the other party, except in that, the SPPD does not waive its applicable immunity defenses nor its statutory tort limitations pursuant to Minnesota Statutes, Chapter 466.

Producer shall defend and hold harmless the SPPD, and its representatives, officials, employees and agents against all actions, claims, damages, expenses, and liabilities (including reasonable attorneys' fees), which may arise out of any material breach by the other party of an obligation contained in this Agreement or claim of action from any third party, including the Producer and their personnel, employees, or agents, against the SPPD, its representatives, officials, employees, and agents for any action or inaction by the SPPD, its representatives, officials, employees, and agents. Producer shall at all times indemnify and hold harmless the SPPD, its representatives, officials, employees, agents, and attorneys against and from any and all claims, damages, liabilities, costs, and expenses arising out of any claim for slander, libel, or infringement of any right of privacy or publicity or constitutional civil right, or for trespass, or for conspiracy or similar claim based on statements made by, or actions of, the Producer and their personnel, employees, or agents in connection with the filming, recording, distribution or airing for the Series or subsequent use of the Material.

Other

Producer shall accept service of process or other legal documents from the City in Ramsey County, Minnesota, United States of America, pursuant to the State of Minnesota Rules of Court and/or the Federal Rules of Civil Procedure, as applicable, given in such manner as the governing Rules may provide. Nothing herein shall constitute consent to service by any third party. Producer shall designate a proper person to accept service from the SPPD. In addition, however, the SPPD may serve Producer by certified mail, return receipt requested, and such