

BILL NO. 24.37

ORDINANCE NO. 24.37

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO SIGN A CONTRACT WITH LUCKY 8 TV LLC FOR AN ACCESS AGREEMENT.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH, MISSOURI, AS FOLLOWS:

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a contract with Lucky 8 TV, LLC., under substantially the same or similar terms and conditions as set forth in "Exhibit A".

Section 2. This Ordinance shall be in full force and effect from date of passage and approval by the Mayor.

READ FIRST TIME: June 6, 2024 READ SECOND TIME: June 6, 2024

I hereby certify that the above Ordinance No. 24.37 was duly passed on June 6, 2024, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: 5 Nays: 0 Abstain: 0 Absent: 1

This Ordinance is hereby transmitted to the Mayor for his signature.

June 6, 2024
Date

Tara Berreth
Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury
Cole Bradbury, City Attorney

I hereby approve Ordinance No. 24.37.

June 6, 2024
Date

Michael Harmison
Michael Harmison, Mayor

ATTEST:

Tara Berreth
Tara Berreth, City Clerk

As of May 3, 2024

The City of Osage Beach
City Hall
1000 City Parkway
Osage Beach, MO 65065
Attn: Mayor Michael Harmison

Re: Access Agreement

Dear Mayor Harmison,

This letter agreement ("Agreement") sets forth the terms and conditions between Lucky 8 TV LLC ("Producer") and The City of Osage Beach (the "City"), in connection with the filming and recording by Producer of the television series tentatively known as "Untitled Ozark Project (wt)" (the "Series") in and around Osage Beach, MO. The Series is intended for initial exploitation on a television or digital network (the "Network"). In consideration of the promises and covenants set forth in this Agreement, the parties agree as follows:

1. Term. The term of this Agreement shall commence upon the date set forth above and shall continue for a period of one (1) year (the "Term"). Upon the mutual agreement of the Department and Producer, the Term of this Agreement may be extended for two (2) additional one (1) year periods.
2. Access. The City hereby grants and shall facilitate Producer's access to the Osage Beach Police Department (the "Department") generally, including, without limitation, access to the Department premises and/or locations owned and/or controlled by the Department so that Producer may film and record for the Series during the Term. Furthermore, the Department grants Producer access to Department officers, personnel, employees and agents (collectively, the "Personnel") necessary for the Series during the Term and any extension thereof. The Department shall authorize (but not require) Personnel to allow video and audio recorded during production in all circumstances and locations related to the Series as Producer may reasonably require to capture and document the Department and its Personnel in the context of the Series. For the Department's security purposes, Producer shall provide the Department with identifying information regarding each member of the field production crew as requested by the Department.
3. Producer's Obligations.
 - a. Producer acknowledges and agrees that in order to protect the integrity of the Department's work, maintain the safety of officers and the public (inclusive of Producer's personnel), Producer shall comply with all instructions and restrictions as directed by the Department for purposes of the foregoing, in the Department's sole discretion, at any and all filming locations. Any filming by Producer and the work of Producer's personnel shall not interfere in any manner with the execution and performance of the Department's and Personnel's duties.
 - b. Producer acknowledges and agrees that it may not, during the course of filming, put the Department to any expense it would not otherwise ordinarily incur, and any filming in connection herewith shall be done at no cost to the Department.
 - c. Producer shall be responsible for obtaining all necessary consents including the written consent of Department Personnel featured in the Series, and such consent by the Personnel is hereby expressly authorized (but not required) by the Department.

4. Rights.

a. Producer intends to (i) produce footage concerning the Department and its Personnel at work, and (ii) capture any and all footage of the Department, Department Personnel and Department operations to produce the Series. The Department hereby agrees and consents, and shall authorize (but not require) the Department Personnel to agree and consent, to the filming and recording of the Department, the Department Personnel and the Department Personnel's voices and likenesses (all of the foregoing, the "Footage") and the use of the Footage in whole or in part. The Department irrevocably grants to Producer, and shall authorize (but not require) Department Personnel to grant to Producer, all rights and consent to permit the fullest use of the Footage or any part(s) thereof in all media now known or herein invented, worldwide, in perpetuity. The Department further agrees, and shall authorize (but not require) the Department Personnel to agree that the Footage, the Department Personnel likeness(es), photograph(s) and biographical material about the Department and Department Personnel may be used for promotional purposes relating to the Series. Notwithstanding the expiration or termination of this Agreement for any reason whatsoever, Producer's rights in and to the Footage as set forth herein, and Network's right to exploit the Footage and/or Series, shall survive the expiration or earlier termination of this Agreement

b. The Department agrees that, as between the Department and Producer, all right, title and interest in and to the Series and all elements thereof and relating thereto including the Footage (collectively, "Material") shall be solely owned in perpetuity by Producer, including, without limitation, the perpetual and irrevocable right and license to use and re-use said Material in connection with the Series, and in connection with advertising, publicizing, exhibiting and exploiting such Series, including, without limitation, any ancillary products, in any manner whatsoever and at any time by all means, media, devices, processes and technology now or hereafter known or devised, including, without limitation, home video, mobile content and any other digital and/or new media, in perpetuity and throughout the universe. The Department hereby agrees that it has no right (including without limitation copyright), title, or interest in or to the Material, or any contents or elements thereof, or the ancillary rights thereto, including without limitation, the portrayal of any personal experiences, incidents, situations or events.

c. The Department irrevocably grants Producer a non-exclusive license to use the Department's proprietary intellectual property, names, trademark(s), logos or trade names as well as the names and images of the Department (collectively, the "Department Images") in and in connection with the Series, as Producer may determine in its sole discretion. For the avoidance of doubt, Producer shall have the right to use or refer to Department Images visually and/or in dialogue as Producer shall determine in its sole discretion. Producer shall have no rights in the Department Images except for use in connection with the Series as described herein.

d. As between the Department and Producer, the parties acknowledge and agree that any and all audio and visual recordings, the Footage, the Material and any element of the Series (all of the foregoing, the "Series Materials") shall be the sole and exclusive property of the Producer at all times. The Department hereby acknowledges and agrees that Producer is the sole owner of the Series Materials and at no time, past, present or future, shall the Department have an interest in, ownership of and/or access to the Series Materials.

5. Department Review.

a. The Department shall have the right to review the material featuring the Department contained in a near final version of the applicable episode(s) in which the Department is featured (each, an "Episode") to verify the factual accuracy of the investigation contained in the Footage of the applicable Episode. Producer shall arrange for the Department's Chief of Police or a designee (the "Representative") to screen a copy of the material featuring the Department contained in the applicable Episode. Due to very tight production schedules in connection with the Series and other exigencies of production, the Department agrees to return any comments to Producer within five (5)

business days of the Department's screening and review of the applicable Episode (the "Review Period"). If Producer does not receive comments within the Review Period, the Footage in such Episode shall be deemed approved. If the Representative provides timely comments pursuant to this paragraph, Producer shall meaningfully consult with the Department and make good faith efforts to depict the investigation accurately and without intentionally portraying the Department or its personnel in a false light or defamatory manner. Notwithstanding the foregoing, as between Producer and the Department, Producer shall have the absolute discretion to determine the editorial content of the Series and each episode thereof including, but not limited to, tone, theme, featured events and story line.

b. Producer hereby acknowledges that the Series shall not contain any confidential, non-public investigatory, procedural and/or operational information concerning the Department which could impair the integrity of an investigation or pose a legitimate and significant risk to law enforcement operations, public safety or property, such as the identity of a confidential informant ("Confidential Information"), and upon written notification during the Review Period as set forth in paragraph 5(a) by the Representative of the inclusion of such Confidential Information, Producer shall make good faith efforts to address any such issues, otherwise its inclusion shall be deemed approved. Without limiting the foregoing, in the event the Department notifies Producer during the Review Period of records that are required to be closed by law, Producer shall remove such records from the Series.

6. Exclusivity. The Department hereby confirms that during the Term of this Agreement, the Department will not, prior to the first transmission of the initial Episode of the Series featuring the Department, (i) enter into an agreement with another media company similar to this Agreement, or (ii) extend the same level of cooperation with another media company for the filming of an observational documentary program or series that is similar in theme, style or subject matter of the Series that may be broadcast on television. For the sake of clarity, nothing contained herein shall prohibit the Department from participating in any other types of television program (e.g., news programs, including local news features) that are not similar in theme, style or subject matter as the Series, or participate in any program that would not act as a "spoiler" for the Series. Notwithstanding the foregoing, the parties acknowledge that this Agreement and any materials submitted to the City are subject to the Missouri Sunshine Law, R.S.Mo. Chapter 610, and the Department's obligations thereunder supersede any provision under this Agreement.

7. Representations and Warranties. The Department represents and warrants that (i) it has the right, power and authority to enter into this Agreement and to fulfill its obligations and grant the rights hereunder; (ii) there is no contract with any other person, firm, corporation or entity which will in any way interfere with the rights granted to Producer hereunder or with the performance of the Department's obligations under this Agreement; (iii) there are no additional permissions necessary for the Department to be able to grant the rights or fulfill its obligations hereunder or any such additional permissions already have been obtained by Department; (iv) any act committed by it in connection with or related to the Series or this Agreement shall not violate any laws or rights of any person or entity, including any applicable state or federal laws, rules or regulations.

8. Miscellaneous.

a. Producer shall be under no obligation to actually use the Footage in any manner or to develop or distribute the Series.

b. The parties expressly agree that the relationship between them under this Agreement is that of two principals dealing with each other as independent entities subject to the terms and conditions of this Agreement. Producer is an independent journalist and is collecting the Footage and Material for its own benefit and not for or on behalf of the Department. At no time, past, present or future, shall the relationship of the parties be deemed, nor is it intended, to constitute an agency, partnership, joint venture, relationship of joint actors or collaboration for any reason whatsoever. Neither party shall have the right, power or authority at any time to act on behalf of, bind or represent

the other party.

c. Producer shall at all times defend, indemnify and hold the Department harmless from and against any and all claims, damages, liabilities, costs and expenses, including reasonable outside attorney's fees (collectively, "Claims"), arising out of any breach of any of Producer's obligations contained herein and in connection with the development, production and/or exploitation of the Series; provided, however, that the foregoing defense and indemnification shall not apply to any Claims arising out of or resulting from: (i) any breach of any of the Department's representations, warranties or agreements herein; or (ii) malfeasance and/or gross negligence and/or other intentional tortious acts or omissions committed by the Department and/or any of the Department's respective agents, employees, guests or invitees.

The Department shall not at any time issue, authorize, or instigate any news story, magazine article or other publicity or information of any kind relating to the Series, or Producer or disclose any non-public information of Producer's without Producer's written consent in each instance. Notwithstanding the foregoing and for the avoidance of doubt, this paragraph shall not prevent the Department from releasing to the press and/or local news any information regarding a case that is featured in or relates to the Series, nor shall it prohibit any disclosure required by applicable law or a duly authorized subpoena or court order, or a valid inquiry by a citizen.

d. Producer may assign any and all rights in the Material including, without limitation, to the Network. Producer may not assign its rights of access without the Department's written consent.

e. This Agreement represents a complete and binding contract between the parties hereto, superseding any prior agreements, negotiations or understandings (written or oral) between them and may not be amended or otherwise changed except by a written instrument signed by both Producer and the Department. The rights granted herein shall inure to the benefit of Producer, its licensees, successors and assigns. This Agreement is subject to and shall be governed by and construed in accordance with the laws of the State of Missouri without reference to its choice of law provisions.

If the foregoing conforms to your understanding of the Agreement, please sign in the space provided below. Upon full execution thereof, this Agreement shall be binding.

AGREED AND ACCEPTED

The City of Osage Beach

By: _____

Its: _____

Michael Harmison
Michael Harmison, Mayor

Lucky 8 TV LLC

By: _____

Its: _____

George R. Kralovansky
George R Kralovansky