

Date: June 23, 2014

**APPROVING AND AUTHORIZING EXECUTION OF A CONTRACT
WITH LANGLEY PRODUCTIONS, INC.**

WHEREAS, Langley Productions, Inc. desires to film various activities of Des Moines' police officers for inclusion in its television series "COPS."

WHEREAS, positive publicity could result to the City and the Police Department from the airing of Des Moines police officer's activities on this television series.

WHEREAS, the proposed contract provides for the filming to occur with Langley Productions, Inc. giving assurances as to adequate insurance and indemnification from liability.

NOW, THEREFORE, BE, AND IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF DES MOINES, IOWA

1. That the Contract a copy of which is now on file in the office of the City Clerk between Langley Productions, Inc., 1111 Broadway, Santa Monica, CA 90401, Morgan Langley, Senior Vice President, and the City of Des Moines be approved.
2. That the Mayor and City Clerk be and are hereby authorized and directed to execute and attest, respectively, said Contract for and on behalf of the City of Des Moines, Iowa.

MOVED BY _____ TO ADOPT

FORM APPROVED:

Douglas P. Philip
Assistant City Attorney

(Council Communication No. 14-312-)

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE				
COLEMAN				
GATTO				
GRAY				
HENSLEY				
MAHAFFEY				
MOORE				
TOTAL				

CERTIFICATE

I, DIANE RAUH, City Clerk of said City hereby certify that at a meeting of the City Council of said City of Des Moines, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

MOTION CARRIED APPROVED

Mayor

City Clerk

**Contract between Langley Productions, Inc.
and the City of Des Moines, Iowa**

Whereas, Langley Productions, Inc. (hereinafter referred to as "Contractor") desires to film various activities of the Des Moines Police Department for inclusion in its television series **COPS**.

In consideration of the execution of this contract and the privileges granted herein Contractor and the City of Des Moines, Iowa (also referred to as "City") agree as follows:

1. The City shall allow Contractor reasonable access to Des Moines Police Officers and situations the City's police officers encounter from the time period of June 24, 2014 through approximately September 13, 2014 or such further time period approved by the Chief of Police for any necessary extension of this contract. Contractor acknowledges that they are guests of the City and the Des Moines Police Department, and hereby express Contractor's intent to present the Des Moines Police Department in a highly professional manner.
2. "Reasonable access" as stated in paragraph 1 above does not include following police officers onto private property. If Contractor or Contractor's employees or agents physically go upon private property in the course of the filming activities under this contract, Contractor assumes all risk of liability and is specifically not invited onto private property by the City, the City's agents or employees.
3. The attached standard insurance requirements, indemnification requirements and endorsements are incorporated into this contract by this reference and Contractor is bound by the same.
4. The Des Moines Police Department shall have the right to consult with Contractor on all completed programs prior to "on-lining" with final effects and sound prior to broadcast. Such consultation shall be timely to allow contractor to meet production deadlines. The Des Moines Police Department will retain final editorial approval on any material filmed with the Des Moines Police Department.
5. Upon written request Contractor will provide the Des Moines Police Department with a copy of any footage shot to the extent Contractor has retained such footage.
6. Contractor warrants that any footage filmed with the Des Moines Police Department will be solely for the use in the **COPS** series and related productions and advertising and publicity in connection therewith.
7. This contract shall be governed by, construed, and enforced in accordance with the laws of the State of Iowa.
8. This contract may be executed by facsimile and such facsimile will be treated as the original.

Dated this 13 day of June, 2014

LANGLEY PRODUCTIONS, INC.


By: Morgan Langley
Senior Vice President

STATE OF CALIFORNIA COUNTY OF _____, ss:

On this ____ day of _____, 2014, before me, the undersigned, a Notary Public in and for the State of California, personally appeared Morgan Langley, to me personally known, who being by me duly sworn, did say that he is the Senior Vice President, of Langley Productions, Inc., executing the within and foregoing instrument with authority of and by and for Langley Productions, and that said Senior Vice President of Langley Productions, Inc. acknowledges the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

Notary Public in and for the State of California

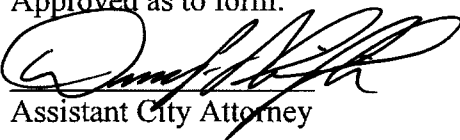
CITY OF DES MOINES, IOWA

By: _____
T.M. Franklin Cownie, Mayor


Attest:

Diane Rauh, City Clerk

Approved as to form:


Assistant City Attorney

See Attached Certificate of Acknowledgment


Steven Korbin
Notary Public
6/13/14

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

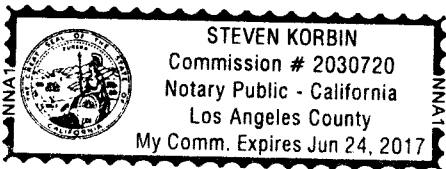
CIVIL CODE § 1189

State of California

County of Los Angeles

On June 13, 2014 before me, Steven Korbin, Notary Public

personally appeared Morgan Langley



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Handwritten Signature]

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Contract Between Langley Prod. & City of Ber Moin...

Document Date: June 13, 2014 Number of Pages: 2 + Attached

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

- Signer's Name: Signer's Name:
Corporate Officer - Title(s):
Individual
Partner - Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:

Signer Is Representing: Signer Is Representing:

ATTACHMENT A

STANDARD INSURANCE AND INDEMNIFICATION REQUIREMENTS

(Contractor - Minor)

1. GENERAL PROVISIONS

The CONTRACTOR shall purchase and maintain insurance to protect the CONTRACTOR and the City of Des Moines, Iowa throughout the duration of the Contract. Said insurance shall be provided by an insurance company(ies), "admitted" and "nonadmitted" to do business in the State of Iowa having no less than an A.M. Best Rating of "B+". All policies shall be written on a per occurrence basis, unless otherwise approved by the City, and in form and amounts and with companies satisfactory to the City of Des Moines, Iowa. Certificates of Insurance confirming insurance coverage shall be submitted to the City prior to Contract execution or commencement of any work or services.

The City of Des Moines, Iowa hereby reserves the right to revise and enforce the requirements in this Attachment over the term of this Contract but only after providing CONTRACTOR at least sixty (60) days advance written notification of any such change.

2. INSURANCE REQUIREMENTS

A. **Worker's Compensation Insurance** - at Statutory Limits and **Employer's Liability Insurance** with limits of not less than \$100,000 each accident for Bodily Injury by Accident, \$100,000 each accident for Bodily Injury by Disease, and \$500,000 policy limit for Bodily Injury by Disease.

B. **Commercial General Liability Insurance** - with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (a) *Contractual Liability*, (b) *Premises and Operations*, (c) *Products and Completed Operations*, (d) *Independent Contractors Coverage*, (e) *Personal and Advertising Injury* and (f) *Explosion, Collapse and Underground (XCU)*.

Coverage shall be no less comprehensive and no more restrictive than the coverage provided by the standard ISO form Commercial General Liability Policy (CG 0001 with standard exclusions, or a non-ISO equivalent form). Any additional exclusions shall be submitted with the Certificate of Insurance and shall be subject to the review and approval of the City.

C. **Automobile Liability Insurance** - with limits of liability of not less than \$1,000,000 per occurrence combined single limit including Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles. *If the CONTRACTOR does not own any vehicles, coverage is required on non-owned and hired vehicles.*

D. **Umbrella/Excess Liability Insurance** – Liability Insurance requirements may be satisfied by a combination of primary and Umbrella/Excess Liability Insurance. *If Umbrella/ Excess Liability Insurance does not follow form of primary policies, the Umbrella/Excess Liability Insurance policy shall include the same endorsements as required on the primary policy(ies).*

E. **Responsibility For The Property Of Others** – CONTRACTOR shall assume full responsibility for all loss or damage from any cause whatsoever to any property brought onto City Property that is owned or rented by CONTRACTOR, or any of CONTRACTOR'S employees, agents, subcontractors, suppliers or their employees

F. **Subcontractors** –CONTRACTOR shall require that any of its agents and subcontractors satisfy insurance requirements 2.A through 2.D. CONTRACTOR shall also require that CONTRACTOR be named an Additional Insured on those insurance policies satisfying requirements 2.B. through 2.D above. CONTRACTOR shall be responsible for receiving and reviewing Certificates of Insurance of any of its agents, subcontractors (*City will not review this requirement*).

G. **Additional Insured & Contractual Liability** - City **SHALL NOT be named or included** as an Additional Insured, **BUT all liability insurance policies shall include Contractual Liability, including cost of defense and settlement,** and a General Liability Insurance policy definition of “Insured Contract” that includes indemnification of a municipality (*the same as or equal to that included in ISO CG 0001*).

H. **Cancellation** - **All policies shall include** a Cancellation Endorsement or policy language providing for **no less than 30 days** advance written notification of policy cancellation to the Certificate Holder.

I. **Proof Of Insurance** - The CONTRACTOR shall provide to the City of Des Moines, Iowa a Certificate(s) of Insurance evidencing all required insurance coverage as specified in requirements 2.A. through 2.D. and 2.G. and 2.H. above. **The Certificate(s) of Insurance shall specify under “Description of Operations/ Locations/ Vehicle/Special Items: (1) the title of the Agreement and (2) the following statement: “General Liability and Automobile Liability insurance policies include Contractual Liability. The General Liability Insurance policy definition of “Insured Contract” includes the indemnification of a municipality when required by ordinance or by contract or agreement.”**

3. INDEMNIFICATION PROVISION

For purposes of this section, City shall mean the City of Des Moines, Iowa, its elected and appointed officials, employees, volunteers and others working on behalf of the City of Des Moines. To the fullest extent permitted by law, CONTRACTOR agrees to defend, pay on behalf of, indemnify, and hold harmless the City against any and all claims,

demands, suits, damages or losses, together with any and all outlay and expense connected therewith, including but not limited to attorneys' fees and court costs, that may be asserted or claimed against, recovered from or suffered by the City by reason of any injury or loss, including, but not limited to, personal injury, including bodily injury or death, property damage, including loss of use thereof, and economic damages arising out of or in any way connected or associated with CONTRACTOR'S work or services.

CONTRACTOR'S obligation to indemnify the City contained in this Contract is not limited by the amount or type of damages, compensation or benefits payable under any workers' compensation acts, disability benefit acts, or other employee benefit acts.

The City shall not be liable or in any way responsible for any injury, damage, liability, claim, loss or expense incurred by CONTRACTOR, its officers, employees, subcontractors, and others affiliated with CONTRACTOR, arising out of or in any way connected or associated with CONTRACTOR'S work or services, except for and only to the extent caused by the negligence of the City of Des Moines, Iowa.

CONTRACTOR expressly assumes full responsibility for any and all damages to City Property arising out of or in any way connected or associated with CONTRACTOR'S work or services including, but not limited to, the activities of CONTRACTOR, its officers, employees, subcontractors, and others affiliated with CONTRACTOR.

CONTRACTOR shall ensure that its activities on City Property will be performed and supervised by adequately trained and qualified personnel and CONTRACTOR will observe, and cause its officers, employees, subcontractors and others affiliated with CONTRACTOR to observe all applicable safety rules.

4. WAIVER OF SUBROGATION PROVISION

To the fullest extent permitted by law, CONTRACTOR hereby releases the City, its elected and appointed officials, its agents, employees and volunteers and others working on its behalf from and against any and all liability or responsibility to the CONTRACTOR or anyone claiming through or under the CONTRACTOR by way of subrogation or otherwise, for any loss without regard to the fault of the City or the type of loss involved, including loss due to occupational injury. This provision shall be applicable and in full for and effect only with respect to loss or damage occurring during the time of this Contract. The CONTRACTOR'S policies of insurance shall contain a clause or endorsement to the effect that such releases shall not adversely affect or impair such policies or prejudice the right of the CONTRACTOR to recover thereunder.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/12/14

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

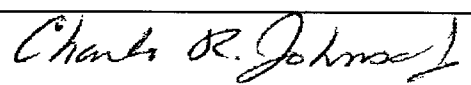
PRODUCER DeWitt Stern of California Insurance Services LLC. 801 North Brand Blvd., Suite 650 Glendale, CA 91203	CONTACT NAME: CHRISTINA BORN		
	PHONE (A/C, No. EXT) 818-623-5434	FAX (A/C, No.) 818-623-5475	
E-MAIL ADDRESS: CBORN@DEWITTSTERN.COM			
PRODUCER CUSTOMER ID#			
INSURED Langley Productions, Inc. 1111 Broadway Santa Monica, CA 90401	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Atlantic Specialty Insurance Company		
	INSURER B: General Star National Insurance		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			CP0039305	12/31/13	12/31/14	EACH OCCURRENCE	\$1,000,000
		DAMAGES TO RENTED PREMISES (Ea occurrence)	\$ 300,000					
		MED EXP (Any one person)	\$ 10,000					
		PERSONAL & ADV INJURY	\$1,000,000					
		GENERAL AGGREGATE	\$2,000,000					
		PRODUCTS - COMP/OP AGG	\$1,000,000					
			\$					
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> *NON-OWNED PHYSICAL DAMAGE			CP0039305 Physical Damage: Actual Cash Value Deductible: 10% of loss with \$2,500 min & \$7,500 max	12/31/13	12/31/14	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
		BODILY INJURY (Per person)	\$					
		BODILY INJURY (Per accident)	\$					
		PROPERTY DAMAGE (Per accident)	\$					
			\$					
			\$					
			\$					
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$			NXG403167G	12/31/13	12/31/14	EACH OCCURRENCE	\$10,000,000
		AGGREGATE	\$10,000,000					
			\$					
			\$					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATION below. <input type="checkbox"/> INCL <input checked="" type="checkbox"/> EXCL			4060291250005 4060291250006	6/24/13 6/24/14	6/24/14 6/24/15	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
		E.L. EACH ACCIDENT	\$ 1,000,000					
		E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000					
		E.L. DISEASE - POLICY LIMIT	\$ 1,000,000					
A	OTHER PROPS/SETS/WARDROBE THIRD PARTY PROPERTY DAMAGE MISC. EQUIPMENT			MP0004605	12/31/13	12/31/14	\$1,000,000	\$2,500
		\$1,000,000	\$2,500					
		\$1,000,000	\$5,000					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO DEDUCTIBLE OR RETENTIONS)
 Re: Contract between Langley Productions, Inc. and the City of Des Moines, Iowa
 General Liability and Automobile Liability insurance policies include Contractual Liability. The General Liability Insurance policy definition of "Insured Contract" includes the indemnification of a municipality when required by ordinance or by contract or agreement. Waiver of subrogation included per Form CG24040509.

CERTIFICATE HOLDER City of Des Moines, Iowa 400 Robert D Ray Drive, Second Floor Des Moines, IA 50309	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
	DeWitt Stern Group Inc. By:	

60

POLICY NUMBER: CP0039305

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Blanket Waiver: As required by contract prior to a loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – **Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.