



## REQUEST FOR BOARD ACTION

ITEM NO. 23

**DATE OF MEETING:** October 21, 2013

**REQUESTED BY:** Robert Kilroy, Clerk of Court/Mickey Duvall, County Manager

**SHORT TITLE:** Resolution Authorizing the County Manager to Enter into "Location Agreements" for the Purpose of Filming on County Property

**BACKGROUND:** Over the last few years, requests to film in and around the Pender County Courthouse (and Francis D. Basden Judicial Annex) by the filming industry have become more frequent. It is often the case that a request for "filming on location" is received, with the request to film date falling just after the previous Board of Commissioners meeting, and prior to the next regular meeting. This scenario presents challenges to both the BOCC and the County Manager regarding the timely approval of most filming contracts ("Location Agreements").

This resolution is to request the Board of Commissioners to delegate the County Manager the authority to enter into "Location Agreements" on behalf of the BOCC with film producers desiring to use Pender County Judicial facilities (interior/exterior). The Clerk of Superior Court shall be advised and will ensure that location and times of all exterior filming do not interfere with judicial functions and accommodation to the public. Also, all interior filming at the Courthouse and/or Annex shall be at the direction and discretion of the Clerk of Superior Court to avoid any disruption to the Court schedules including any undue burden upon Courthouse staff. Applicable fees, film company insurance requirements, etc., have been incorporated into the attached "Location Agreement" (please reference the attached "Official Resolution" followed by the "Location Agreement" and sample "Certificate of Liability Insurance Form").

**SPECIFIC ACTION REQUESTED:** To consider a resolution authorizing the County Manager to enter into Location Agreements for the purpose of filming on County property.

**COUNTY MANAGER'S RECOMMENDATION**

Respectfully recommend approval.

  
Initial

**RESOLUTION**

**NOW, THEREFORE BE IT RESOLVED** by the Pender County Board of Commissioners that:

the Board hereby authorizes the County Manager to enter into Location Agreements for the purpose of filming on County property. The Chairman/County Manager is authorized to execute any/all documents necessary to implement this resolution.

**AMENDMENTS:**

MOVED \_\_\_\_\_ SECONDED \_\_\_\_\_

APPROVED \_\_\_\_\_ DENIED \_\_\_\_\_ UNANIMOUS

YEA VOTES: Brown \_\_\_ McCoy \_\_\_ Tate \_\_\_ Ward \_\_\_ Williams \_\_\_

\_\_\_\_\_  
George R. Brown, Chairman      10/21/13  
Date

\_\_\_\_\_  
ATTEST      10/21/13  
Date

STATE OF NORTH CAROLINA

COUNTY OF PENDER

BEFORE THE  
BOARD OF COMMISSIONERS

**RESOLUTION AUTHORIZING  
THE COUNTY MANAGER  
TO ENTER INTO "LOCATION  
AGREEMENTS" FOR THE  
PURPOSE OF FILMING  
ON COUNTY PROPERTY**

WHEREAS, a number of film producers are desirous of filming in and around the Pender County Courthouse and the Francis D. Basden Judicial Annex.

WHEREAS, the frequency and short notice of these events make direct Board of Commissioners participation impractical as to notice, agenda, and public meeting requirements for agreement on details.

**THEREFORE BE IT RESOLVED:**

The Board of Commissioners delegates to the County Manager all authority to enter into "Location Agreements" with film producers desiring to use Pender County Judicial facilities upon the following guidelines:

1. The "Location Agreement" shall be specific as to when and the extent of where filming and production shall take place on the outside.
2. The Clerk of Superior Court shall be advised to insure the location and times of outside filming do not interfere with judicial functions and accommodation to the public.
3. All interior filming at the Courthouse and/on Annex shall be at the direction and discretion of the Clerk of Superior Court to avoid any disruption to the Court schedules and any undue burden upon Courthouse staff.

4. The facilities and premises of the Courthouse and Annex shall at all times be subject to the control to the Pender County Sheriff and employees of the Pender County Maintenance Department as determined by the County Manager and Clerk of Superior Court.
5. Under no circumstances shall any changes, alterations, or improvements be made to the Courthouse and Annex facilities unless specifically stated in the "Location Agreement".
6. For outside activities, the Filming Company and/or Producers shall pay to Pender County a rate of \$1000.00 per day for all days occupying the premises whether setting up, breaking down, filming or no activity.
7. For interior activities, the Filming Company and/or Producers shall pay to Pender County a rate of \$2500.00 per day for all days occupying the premises whether setting up, breaking down, filming or no activity. The times and locations of all activities are subject to approval by the Clerk of Superior Court.
8. Prior to the commencement of any work or occupation of the premises, the Filming Company and/or Producers will provide to the Clerk of Superior Court and County Manger a Certificate of Insurance listing coverage's and amounts of liability insurance showing:

Pender County, North Carolina  
a body politic  
as "Co-Insured"

Adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

\_\_\_\_\_  
Chairman

Attest

\_\_\_\_\_

LOCATION AGREEMENT

Working Title \_\_\_\_\_  
Motion Picture \_\_\_\_\_ Scene Nos. \_\_\_\_\_ Date \_\_\_\_\_

Pender County, North Carolina  
Name (herein called "Licensor") \_\_\_\_\_ (Business Address) \_\_\_\_\_ (Phone) \_\_\_\_\_

Hereby grants to \_\_\_\_\_ (herein called "Company"), and its employees, agents, independent producers, contractors and suppliers, permission to enter upon and use the following premises: Pender County Courthouse, Courthouse Square and/or The Frances D. Baysden Courthouse Annex located at: \_\_\_\_\_ and all signs, fixtures, and other personal and real property on and around said premises (all of which, together with said premises, shall be referred to herein as the "Property") for the purpose of still photography and making motion pictures, videotapes and sound recordings in connection with the production, exhibition, advertising and exploitation of the motion picture, for \_\_\_\_ days commencing on or about through (subject to change on account of weather conditions or changes in production schedule, but such changes shall be subject to the approval of Licensor), and continuing until completion of all scenes and work required.

**CHARGES:**

\_\_\_\_\_ (representing \_\_\_\_ per day for \_\_\_\_ day of set up, \_\_\_\_ days of shooting, and \_\_\_\_ day of clean up), payable prior to filming and payable to Pender County.

All charges are payable o completion of all work contemplated, unless specifically agreed to the contrary. Company is not obligated to actually use the Property or produce any motion picture or include material photographed or recorded hereunder in the motion picture. Company may at any time elect not to use the Property by giving Licensor written notice of such election, in which case neither party shall have any obligation hereunder.

The proposed activities of the Film Maker will be approved by the Clerk of Superior court as to time and place so as to avoid any interruption of court business or inconvenience to the public between the hours of 8:00 a.m. to 5:00 p.m., Saturdays, Sundays, and Holidays excluded. Company may place

all necessary facilities an equipment, including temporary sets, and park vehicles if appropriate, on the Property, and agrees to remove same after completion of work and leave the Property in as good condition as when received, reasonable wear and tear from uses permitted herein excepted in order to effectuate the filming on the Property (as set forth in the Addendum). Signs on the Property may, but need not, be removed or changed, but, if removed or changed, must be replaced. Licensor agrees to execute a location restoration release in connection with the motion picture, Company may refer to the Property or any part thereof by any actual or fictitious name and may attribute any real or fictitious events as occurring on the Property. Licensor irrevocably grants to Company and Company's successors and assigns the right, in perpetuity, throughout the universe, to duplicate and re-create all or a portion of the Property, to alter such duplicates and re-creations, and to use such duplicates and re-creations in any media and/or manner now known or hereafter devised in connection with the motion picture, including without limitation sequels thereto, merchandising, theme parks and studio tours, and in connection with publicity, promotion and/or advertising for any or all of the foregoing.

Only Pender County Deputy Sheriffs may interface with the public for the purpose of presence, entry or exit upon the premises and Deputy Sheriffs are to be paid by the Film Maker at the rate of \$35.00 per during the filming days of \_\_\_\_\_ NO "Production assistants: shall interface or interfere wit the public upon the premises of the Courthouse or the Courthouse Square.

Only personnel employed by the Pender County Maintenance Department may place hands and/or tools upon the fixtures and appurtenants of Pender county property including but no limited to all electrical, mechanical, and HVAC systems. Only powered mechanical lifts will be allowed to raise personnel equipment and props above first floor windows. Company agrees to use reasonable care to prevent damage to said Property, and will indemnify Licensor, and all other parties lawfully in possession of said Property, and hold each of the them harmless from any claims and demands of any person or persons arising out of or based upon personal injuries, death or property damage suffered by such person or persons resulting directly from any act of negligence on Company's part in connection with work hereunder.

All rights ("Results and Proceeds") of every kind in and to all still pictures, motion pictures, videotapes, photographs and sound recordings made hereunder shall be and remain vested in Company and its successors, assigns and licensees, and neither Licensor nor any tenant, or other party now or hereafter having an interest in said Property, shall have any right of action against Company or any other party arising out of any use of said still pictures, motion pictures, videotapes, photographs and/or sound recordings, whether or not such use is, or may be claimed to be, defamatory, untrue or censorable in nature.

At any time within 6 months from the date company completes its use of the Property hereunder, Company may, upon not less than 5 days prior written notice to Licensor, re-enter and use the Property for such period as may be reasonably necessary to photograph retakes, added scenes, etc. desired by Company upon the same terms and conditions as contained in this agreement. Any such "reshoot" shall be subject to approval of the Licensor and the Pender County Clerk of Superior Court. It is expressly understood and agreed that any use scheduled by Licensor and the Pender County Clerk of Superior Court prior to any five day notice, such as the N.C. Blueberry Festival, shall automatically preclude a reshoot.

Licensor warrants that Licensor is the owner or authorized agent for the owner of the Property and that Licensor has full authority to enter into this agreement and grant the rights herein granted.

In no event shall Licensor or its successors and assigns, or any other party now or hereafter having an interest in said Property seek or be entitled to injunctive or other equitable relief with respect to the distribution, marketing, exploitation of the Picture.

Company may assign, transfer, license, delegate and/or grant all or any part of the Results and Proceeds hereunder to any person or entity.

Prior to any preposition work and/or filming, Film Maker will provide to the Clerk of Superior Court a Certificate of Insurance listing overages and amounts of liability insurance showing:

PENDER COUNTY, N. C.  
A BODY POLITIC  
AS A "Co-Insured"

If the box below is checked, the attached Addendum shall constitute part of this agreement. This is the entire agreement and it cancels and supersedes all prior negotiations and undertakings relating to the Property and contains all of the terms, covenants, conditions, representations and warranties, written or oral, of the parties hereto in the premises. Execution of the Use Agreement (attached hereto as Exhibit A) shall satisfy the requirement that the Clerk of Superior Court has approved the schedule and activities. No other authorization is necessary to enable Company to use the Property for the purposes herein contemplated.

ACCEPTED:

\_\_\_\_\_  
(Company)

PENDER COUNTY, NORTH CAROLINA  
(Licensor)

By: \_\_\_\_\_  
Its: Authorized Signatory

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Terms confirmed by:

\_\_\_\_\_  
Location Manager

X Check here if Addendum attached

ADDENDUM (DESCRIPTION OF FILMING)

ADDENDUM (DESCRIPTION OF FILMING)

"SAMPLE"



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/09/2013

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 WAIVED, 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 [REDACTED]	CONTACT NAME	INSURER(S) AFFORDING COVERAGE		NAIC #
	PHONE (A/C, No, Ext) E-MAIL ADDRESS	INSURER A: [REDACTED]		[REDACTED]
INSURED [REDACTED]		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES CERTIFICATE NUMBER: 10831 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 TR	TYPE OF INSURANCE	ADDL INSR	INSUR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJEC <input type="checkbox"/> LOC	X		[REDACTED]	6/1/2012	6/1/2013	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COM/OP AGG \$ 5,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS  UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE  DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	X		[REDACTED]	6/1/2012	6/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$  EACH OCCURRENCE \$ AGGREGATE \$  WC STATUTORY LIMITS <input type="checkbox"/> FOTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED UNDER THE GENERAL LIABILITY AND AUTO LIABILITY POLICIES BUT ONLY AS REQUIRED BY CONTRACT WITH RESPECT TO THE PREMISES RENTED OR LEASED BY THE NAMED INSURED FOR THE PRODUCTION OF "TAMMY".

<b>CERTIFICATE HOLDER</b>  PENDER COUNTY ATTN: MICKEY DUVAL, COUNTY MANAGER 805 SOUTH WALKER STREET BURGAW, NC 28425	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE [REDACTED]