


ALAN M. ARAKAWA
Mayor

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June 4, 2003

MEMO TO: Lt. Jon Morioka, Department of Police
FROM: John D. Kim, Deputy Corporation Counsel 
SUBJECT: Request by BULLER COMPANY to Ride-along with
Patrol Officers

This is in response to your request regarding the above-referenced matter and the memorandum from Police Chief Thomas Phillips, dated May 13, 2003, to Mayor Alan M. Arakawa. We advise as follows:

1. That the Maui Police Department (MPD) will have final editorial approval of any and all material filmed.
2. The MPD will be fully consulted in advance of Buller Company filming.
3. The MPD reserves the right to review segments before airing and to review videos before release or sale.
4. The MPD reserves the right to control scheduling of filming by the Buller Company film crew.
5. The MPD has the right to terminate filming if in the MPD's determination it compromises any investigation or enforcement activity. All Buller Company film activity will be subject to and under control of the MPD officer in charge.

We ask you and your department to consider limiting the County's liability. In order to limit the County's liability, we advise that Buller Company name Maui County as a, "named additional insured" on its insurance policy for 1 million dollars and, we will need to examine the insurance policy to see that the County is in fact a "named additional insured." Further, we would like the Buller Company to execute a Release and Indemnification agreement.

A release and indemnification should be executed by an authorized representative of the film company and by each film company employee and/or independent contractor participating in the ride along. The release and indemnification should contain the following provisions, which should be appropriately modified for the occasion:

1. [I/name of film company] recognize and acknowledge that there are certain inherent risks and dangers involved with law enforcement patrol units, which risks and dangers include, but are not limited to, falling, strains and overexertion, struck by or striking objects, and working with and around moving vehicles, firearms and other weapons [I am sure you can identify more of these risks than I can].
2. Being aware of these risks and dangers, [I/name of film company] consent to [my/our] participation [as an employee of name of film company].
3. Further, in consideration of the permission granted to [me/name of film company] to participate as a ride along to film for [name of film company], [I/name of film company], the undersigned, hereby agree to defend, hold harmless and indemnify the County from any and all claims, demands, damages, actions or causes of action pursued by any person or organization against the County arising out of any injuries to [me/employees of film company] that may occur as a result of [my/our] participation as a ride along.
4. [I/name of film company], the undersigned, represent that all attorneys' fees, costs, and expenses of litigation incurred by [me/name of film company] or organization will be paid by [me/name of film company], the undersigned, and [I/name of film company] hereby expressly agree to indemnify and hold County harmless from any and all such attorneys' fees, costs and expenses.
5. [I/name of film company] undersigned, herein state and confirm that [I am/employees of the film company are] covered by appropriate and sufficient medical insurance to pay for expenses that [I/name of film company] may incur due to personal injury as a result of [my/our employee's] participation in the ride along.

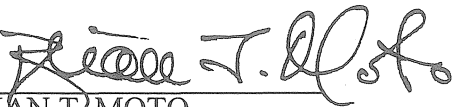
Please feel free to contact me at Ext. 7741 for further assistance.

JDK:epg

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cc: Benita Brazier, Film Commissioner, Department of Economic Development

APPROVED FOR TRANSMITTAL:



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