Memorandum

MIAMI-DADE COUNTY

Date: May 6, 2008

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

Agenda Item No. 9(A)(17)(B)

From: George M. Burgess
County Manager

Subject: Agreement between Miami-Dade County and 2C Media, Inc. for Television Series Production on Miami-Dade Fire Rescue Fire Boats

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Recommendation

It is recommended that the Board approve the attached resolution authorizing the County Mayor, or his designee, to execute a six (6) month agreement between Miami-Dade Fire Rescue (MDFR) and 2C Media, Inc., a local broadcast production company, to produce a pitch reel and subsequent pilot episode on MDFR's Fire Boats and crew.

Scope

Most segments of this production will be shot off-shore and at the Port of Miami. If sold to a national television network, this production promises to positively impact the County's image while showcasing one of MDFR's unique specialty response initiatives on a national level.

Fiscal Impact/Funding Source

This production will be completely funded by 2C Media, Inc. The County and MDFR will not incur any expense due to this project.

Track Record/Monitor

This entire production will be closely monitored by Elizabeth Calzadilla-Fiallo, Media and Public Relations Bureau Manager. The proposed contract also stipulates that MDFR holds the right to approve all recordings and final product content prior to broadcast.

Background

In January 2008, 2C Media, Inc. contacted MDFR with the concept of developing a television reality series based on the daily operations of the Miami-Dade Fire Rescue Fire Boats. After several meetings with representatives from 2C Media, Inc., a proposed production contract was presented to MDFR. The contract seeks approval to develop and film a "sales tape" or "pitch reel" for a potential future television series based on the department's Fire Boats. 2CMedia, Inc. will research and videotape the daily activities of MDFR employees assigned to the Fire Boats. MDFR reserves the right to decide what areas may be recorded. The Parties acknowledge that certain information obtained by the Department's personnel in the course of their duties may be privileged and confidential under federal and state law and 2C Media, Inc. will have no right to such information and expressly agrees not to use such information in its recordings or programs. If the show concept is sold to a television network, Miami-Dade County would have the option of moving forward with a television series by entering into a new agreement with 2C Media, Inc.

The final contract language was reviewed and approved by the County Attorney's Office for legal sufficiency.

Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: May 6, 2008

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 9(A)(17)(B)

Please note any items checked.

_____ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Bid waiver requiring County Manager's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 9(A)(17)(B)

5-6-08

RESOLUTION NO. _____

RESOLUTION AUTHORIZING COUNTY MAYOR OR HIS DESIGNEE TO EXECUTE AN AGREEMENT WITH 2C MEDIA, INC. FOR THE PRODUCTION OF A BROADCAST "PITCH REEL" AND "PILOT EPISODE" BASED ON THE OPERATION OF MIAMI-DADE FIRE RESCUE FIRE BOATS, AND AUTHORIZING THE COUNTY MAYOR TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

WHEREAS, the Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA that this Board hereby approves the Agreement between Miami-Dade County and 2C Media, Inc. for the production of a broadcast "Pitch Reel" and "Pilot Episode" based on the operation of Miami-Dade Fire Rescue's Fire Boats, and authorizes the County Mayor or his designee to execute same for and on behalf of Miami-Dade County; and authorizes the County Mayor or his designee to exercise any and all rights conferred therein.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman
Barbara J. Jordan, Vice-Chairwoman

Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of May, 2008 . This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as
to form and legal sufficiency. DF

By:_____
Deputy Clerk

Daniel Frastai

Agreement Between Miami-Dade Fire Rescue Department and 2C Media, Inc., Regarding Television Series Project

2C Media, Inc., and Miami-Dade County, a political subdivision of the State of Florida, through the Miami-Dade Fire Rescue Department ("the Department"), agree to the following ("the Agreement") in connection with the proposed development and filming of a "sales tape" or "pitch real" (the "Project") for a potential future television series based on the Department's fireboats:

1. Recording Rights

The Department shall grant to 2C Media the right to research and videotape, film and/or otherwise record aspects of the daily activities of Department employees assigned to the Department's Fireboats and special operations personnel that directly support the Fireboats during the Term (defined below) for the purposes of producing a sales tape or pitch real. The goal of 2C Media is to produce a sales tape or pitch real in order to eventually produce a pilot and a television series. The Department reserves the right to decide what areas may be so recorded. The Parties acknowledge that certain information obtained by the Department's personnel in the course of their duties may be privileged and confidential under federal and state law and 2C Media will have no right to such information and expressly agrees not to use such information in its recordings or programs.

2. Media Rights

2C Media shall own the copyright and all other rights in its recordings.

3. Access

The Department shall:

(a) grant to 2C Media and/or its authorized representatives (including a camera crew) during the Term reasonable access as determined by the Department to personnel and equipment and assist in logistics; and

(b) provide reasonable assistance and advice in the production of the Project to ensure that it is factually accurate.

4. The Term & Renewal

2C Media will have the exclusive rights to work with the Department on this project involving the use of Fireboats for six (6) months (the Term of this Agreement). The Term of this Agreement may be extended or this Agreement renewed by mutual agreement of both parties only.

5. Indemnity and Insurance 2C Media agrees to indemnify and hold harmless the Department and Miami-Dade County, its officials, employees, and agents from any claims or lawsuits for damages of any kind that result from the publication of information

obtained by 2C Media pursuant to the access or rights granted to 2C Media in this agreement, including but not limited to claims for libel, defamation, publication of confidential information, false light, and any and all other claims arising from the rights granted to 2C Media in this agreement, including but not limited to claims based upon allegations that the Department, Miami-Dade County, its officials, employees, and agents acted in a negligent, reckless or intentional manner. 2C Media will similarly indemnify and hold harmless Miami-Dade County, its officials, employees, and agents from any other claims that arise as a direct result of 2C Media's actions or involvement under this agreement. Nothing herein shall be construed to constitute a waiver of sovereign immunity. 2C Media agrees to carry its own liability insurance for all situations covered during the filming and acknowledges that its crews will be operating under the direction of the Department employees present. This provision will survive any cancellation or expiration of this agreement.

6. Costs

2C Media acknowledges and agrees that 2C Media shall be responsible for all of the production costs including the costs incurred by the Department or Miami-Dade County (including overtime costs for Miami-Dade County employees) that are a direct result of 2C Media's recording needs or requirements so long as those costs would not have been incurred by the Department or Miami-Dade County absent 2C Media's presence. The Department acknowledges and agrees that it shall utilize best efforts to ensure that it uses available on-duty personnel in connection with the Project prior to charging 2C Media for any overtime costs for such personnel.

7. Use of County Name

In no event shall 2C Media use the name or logo of the Department or Miami-Dade County to state, suggest, or imply that the Department or Miami-Dade County is endorsing any consumer product or service.

8. Control

The Department shall have the right to review and comment on all completed recordings and shall retain final editorial approval on any material filmed with the Department, for the purpose of ensuring the factual accuracy of the program and to ensure that the Department, its officers, employees, and agents are not depicted in a false light or treated in a derogatory fashion. 2C Media is responsible for ensuring that the Project does not depict the Department in a derogatory fashion or display confidential investigatory, procedural, or operational information It is solely the responsibility of 2C Media to ensure that the information it uses is not publicized in a manner that violates any legal rights or privileges of third parties, including rights that information be kept confidential, and does not defame, libel or otherwise legally harm third parties.

9. Exclusivity: No Cooperation with Competing Programs

The Department hereby agrees that it shall not extend the same level of cooperation with any television production company or broadcaster in relation to the production of any other similar production or television program or series focused on the day to day activities of the Department's Fireboats during the term of this Agreement, provided,

however, that the Department retains the right to cooperate with news media; any media source as required by its status as a government entity and the laws requiring public access and disclosure, as the Department may at its sole discretion determine; and as may be requested or directed by a government official or board.

10. Representations and Warranties

(a) The Department hereby represents and warrants that it has the full right and authority to enter into this agreement.

(b) 2C Media represents and warrants that it has the full right and authority to enter into this agreement. 2C Media also warrants that any footage filmed with the Department will be solely for use on the Project. Upon the written request of the Department, 2C Media will provide the Department with a copy of all footage for the Department's exclusive internal use.

11. Termination

Either Party shall have the right to terminate this agreement where the other Party is in breach of its obligations and such breach is incapable of remedy within 10 business days. Prior to termination for breach, a Party shall notify the other Party in writing as to the reasons for termination ("Termination Event") and shall give the other Party ten (10) business days to cure such Termination Event, if capable of being cured. Subject to the notice and opportunity to cure provisions set forth above, it will be breach for 2C Media to fail to honor any written rule and regulation that the Department or Miami-Dade County delivers to 2C Media regarding the time, place and manner of access to County property under this agreement.

12. Miscellaneous

(a) If either party is materially hampered from performing hereunder by reason of any law, natural disaster, labor controversy, war, disease or any similar event ("Force Majeure"), failure to perform shall not be deemed a breach or default under this Agreement and neither Party shall be liable to the other. If a Force Majeure continues for more than a period of eight (8) weeks, then upon notice either Party may terminate this Agreement without further liability to the other Party , except for appropriate payment or adjustment in regard to payments based on services rendered or costs incurred prior to termination. If any provision herein is unenforceable then such provision shall be of no effect on any other provision hereof.

(a) No waiver of any breach hereof shall be deemed a waiver of any other breach hereof.

(b) 2C Media will be required to comply at all times with the requirements of section 2-11.14 of the Miami-Dade County Code regarding the obtaining of film permits.

(c) 2C Media shall be solely responsible to obtain any releases from any person that it films; including The Department employees, to the extent any such release is required.

13. Assignment
This agreement may not be assigned by 2C Media without the prior approval of the Department or Miami-Dade County. This agreement shall be governed by and construed in accordance with the laws of the State of Florida and the United States of America.

14. Future Projects
This Agreement includes the production of a "pitch tape" and a "pilot". It does not include an episode nor any potential subsequent television series episodes. In the event that both parties decide to pursue together the production of an episode or other potential subsequent television series episodes, the parties will be required to enter into a separate agreement or contract.

Chris Sloan, President
For and on behalf of
2C Media

3/25/08
Date

Carla Kaufman Sloan
Witness for 2C Media

3-25-08
Date

APPROVED as to form and legality:

Date

Miami-Dade Fire Rescue Department

Miami-Dade County Date

Date