Memorandum

MIAMI-DADE COUNTY

Date: September 2, 2008

Agenda Item No. 9(A)(1)

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

From: George M. Burgess
County Manager

Subject: Contract with Anglia Productions

Recommendation

It is recommended that the Board adopt the attached resolution pertaining to a one year contract between the Miami-Dade Animal Services Department and Anglia Productions.

Scope

The reality television show would be viewed internationally.

Fiscal Impact/Funding Source

Anglia Productions would donate $50,000 to the Animal Services Trust Fund every year the contract is in place. This would be the first contract between Anglia Productions and a Miami-Dade County Department.

Track Record/Monitor

The Animal Services Department will monitor the contract.

Background

In 2004, Lion Productions filmed the series '*Miami Animal Cops*' at the 7401 NW 74th Street location, under the police department. The reality television series has been very successful and is still shown on Animal Planet.

In the spring of 2008, Anglia Productions approached the current administration proposing that a new series be done, entitled '*Animal Cops Miami*'. This is in line with the national series that includes '*Animal Cops Detroit*' and '*Animal Cops Houston*'.

The shows follow Animal Control Officers on the road and other shelter staff during the course of their regular business. Topics such as animal cruelty, dogs running at large and dangerous dogs are covered. Each show includes three stories followed through to their completion, for example, an adoption of a dog running at large. In addition to the responsibilities of Animal Services, Anglia productions requested that the Venom Response Team of the Miami Dade Fire Department be profiled occasionally as well.

Over 34,000 pets are abandoned at Miami Dade Animal Services each year. Unfortunately, Miami-Dade County is not unique. Nationally, over 5.5 million healthy animals are euthanized in shelters each year. This show provides an opportunity to educate the public about animal cruelty, responsible pet ownership and the plight of shelter animals.

Assistant County Manager

MEMORANDUM

(Revised)

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

DATE: September 2, 2008

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

SUBJECT: Agenda Item No. 9(A)(1)

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)(1)
9-2-08

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH ANGLIA, A DIVISION OF ITV PRODUCTIONS, LTD GRANTING CERTAIN RIGHTS TO FILM THE ANIMAL SERVICES DEPARTMENT IN EXCHANGE FOR PAYMENTS TO THE ANIMAL SERVICES TRUST FUND AND OTHER CONSIDERATION, AUTHORIZING THE COUNTY MAYOR OR DESIGNEE TO EXECUTE AN AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ANY CANCELLATION AND RENEWAL PROVISIONS, AND TO EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN

WHEREAS, this 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 authorizes the County Mayor or designee to execute the attached contract in substantially the form attached hereto and made a part hereof same for and on behalf of Miami-Dade County and to exercise any cancellation and renewal provisions and any other rights contained 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 2nd day of September, 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

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

TWL

Thomas W. Logue

Contract Regarding "Animal Cops Miami" Television Project

Anglia, a division of United Kingdom-based ITV Productions Limited, and Miami-Dade County, a political subdivision of the State of Florida, agree to the following ("the **Access Agreement**") in connection with the proposed development and filming of a television documentary series that Anglia intends but does not undertake to produce about the work performed by Miami-Dade Animal Services (the "**Program**").

Anglia anticipates that the Program will follow chosen, Miami-Dade County employees as they respond to Animal Services calls throughout the county.

Miami-Dade County's agreement to be bound by the terms hereof is in consideration of Anglia's promise to remit the sums payable pursuant to Paragraph 4(b) below.

1. Recording Rights

Miami-Dade County shall grant to Anglia the right to research and videotape, film and/or otherwise record aspects of the daily activities of Animal Services ("Recordings") during the Term (defined below) for the purposes of making the Program. Miami-Dade County reserves the right to decide whether any physical locations may be designated as off-limits for recording. The Parties acknowledge that certain information obtained by Miami-Dade County in the course of Animal Services telephone calls may be privileged and confidential under federal and state law and Anglia will have no right to such information and expressly agrees not to use such information in its Recordings or programs. Anglia also agrees that Animal Services' new, fully air-conditioned vans may be shown in the Program, but not the older vans in the fleet.

2. Media Rights

Anglia shall own the copyright and all other rights in its Recordings throughout the world in perpetuity. Anglia shall have the right to exploit, and to authorize others to exploit, the Recordings and all elements and versions thereof (including derivative works such as the incorporation of the Recordings into the Program and any related ancillary materials) in any and all media throughout the world in perpetuity (including in any press or publicity for the Program) ("Media Rights"). This provision will survive any cancellation or expiration of this agreement.

3. Access

Miami-Dade County shall:

(a) grant to Anglia and/or its authorized representatives (including, without limitation, one or more camera crews) during the Term reasonable access, as determined by Miami-Dade County, to areas of Miami-Dade County property involved with Animal Services calls and the responses of County Officials to such calls, which may include locations to which Miami-Dade County is authorized to grant access for the purpose of

filming as set forth hereunder, *provided* that: (i) such access shall be conditioned upon the completion by any on-location Anglia crew members in Animal Services' one-hour Volunteer Orientation, and (ii) Anglia staff shall honor all material policies and procedures of the Miami-Dade Animal Services Animal Shelter (the "Animal Shelter");

(b) use its reasonable endeavours to assist Anglia in obtaining the consent of any relevant third party to film at any locations or so-called 'call out departments' which are not owned or controlled by Miami-Dade Animal Services and/or to which Miami-Dade Animal Services is not authorized to grant access; and

(c) generally provide reasonable assistance and advice in the production of the Program to ensure that it is factually accurate.

4. <u>The Term & Renewal</u>

(a) Anglia will have access to research and film the Program with Miami-Dade County during the period from the date of signature of this agreement to the end of September 2010 ("the Term"), if Anglia is commissioned to do so by the broadcaster. In the event that Anglia is not commissioned to produce the Program, Anglia shall notify Miami-Dade County as soon as practicable and all restrictions and obligations under this Access Agreement shall automatically cease. During the Term (and during each successive extension period), the parties may agree in writing to extend the contract a total of three times, for a one-year period each time.

(b) For the access provided to Anglia by Animal Services during the initial Term of this Access Agreement, and again for each one-year extension hereof, Anglia shall pay to the Animal Services Trust Fund the sum of $50,000 (fifty thousand dollars), payable on the following schedule:

(i) $12,500 upon the execution of this Agreement (or extension);
(ii) $12,500 within three months of the execution of this Agreement (or extension);
(iii) $ 12,500 within six months of the execution of this Agreement (or extension; and
(iv) $12,500 within twelve months of the execution of this Agreement (or extension).

5. <u>Indemnity</u>

Anglia agrees to indemnify and hold harmless 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 Anglia pursuant to the access or rights granted to Anglia 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 publication of information pursuant to the rights granted to Anglia in this agreement, including but not limited to

claims based upon allegations that Miami-Dade County, its Officials, employees, and agents acted in a negligent, reckless or intentional manner. Anglia 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 Anglia's actions under this agreement. Nothing herein shall be construed to constitute a waiver of sovereign immunity. This provision will survive any cancellation or expiration of this agreement.

6. Costs

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

7. Credit to Miami-Dade County; Use of County Name

Anglia shall have the right, but not the obligation, to use the Miami-Dade County name, logo, and insignias for use on the Program or for the advertisement of the Program including television programming, home videos, and promotional materials related thereto, but such use shall not extend to sale of consumer goods or products that are not related to the media. In no event shall Anglia use the name or logo of Miami-Dade County to state, suggest, or imply that Miami-Dade County is endorsing any consumer product or service. Anglia confirms that it will include a credit in the Program, subject to final broadcaster approval, substantially in the form "Special thanks to the Animal Services Department of Miami-Dade County, Florida".

8. Review of Rough Cut

Anglia intends to produce an accurate and entertaining program that supports and does not criticize the talent, hand work, and professionalism of the Board of County Commissioners and the Animal Control employees and officials of Miami-Dade County. Miami-Dade County shall have the right to review a rough cut of the Program (including any outtakes from such Program which Anglia plans to broadcast in any form) at a reasonable time and in a reasonable manner in its offices in Miami-Dade County Florida, for the purpose of ensuring the factual accuracy of the Program and to ensure that Miami-Dade County, its officers, employees, and agents are not depicted in a false light or treated in a derogatory fashion. It is solely the responsibility of Anglia 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. Due to very tight timelines during the production of the Program, Anglia will need any review of materials and comments to be sent to Anglia within five business days of Miami-Dade County's receipt of the Program for review, and Anglia agrees to

consider such comments in good faith and reflect them as far as possible to ensure that the Program is factually accurate. If Miami-Dade County does not respond within five business days of receipt of the Program for review, Anglia will interpret this as acceptance of the Program as is. For the avoidance of doubt it is acknowledged and agreed that Anglia shall have final editorial control.

9. Exclusivity: No Cooperation with Competing Programs

Miami-Dade County 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 so-called 'real life' or 'fly on the wall' television program or series focused on the day to day activities of Miami-Dade Animal Services during the term of this Agreement, provided, however, that Miami-Dade County retains the right to cooperate with bona fide news media; any media source as required by its status as a government entity and the laws requiring public access and disclosure, as Miami-Dade County at its sole discretion shall determine; and as may be requested or directed by a government official or board. The parties acknowledge that Miami-Dade County has entered into other contracts concerning television program production. Where the degree of exclusivity granted in this contract conflicts with the prior contracts, the prior contracts will govern. In the event of any dispute in this regard with a third party including the parties to such prior contracts, Anglia will defend and hold Miami-Dade County harmless.

10. Representations and Warranties

(a) Miami-Dade County hereby represents and warrants that it has the full right and authority to enter into this agreement.

(b) Anglia represents and warrants that it has the full right and authority to enter into this agreement.

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") andshall 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 Anglia to fail to honour any written rule and regulation that Miami-Dade County delivers to Anglia regarding the time, place and manner of access to County property under this agreement.

12. Miami-Dade County Venom Response Team

The parties agree that Miami-Dade County may also at its discretion grant Anglia access to film the Miami-Dade County Venom Response Team from time to time. On such occasions, the provisions of this agreement shall apply, except that Anglia will also make an acknowledgement of "Special thanks to the Venom Response Team of the Miami-Dade Fire Rescue Department, Florida."

13. Miscellaneous

(a) If either party is materially hampered from performing hereunder by reason of any law, natural disaster, labor controversy, war, disease (e.g. hoof and mouth) 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 therefor. If a Force Majeure continues for more than a period of eight (8) weeks, then upon notice either Party may terminate this Access 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.

(b) If any provision herein is unenforceable then such provision shall be of no effect on any other provision hereof.

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

(d) Anglia 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.

(e) Anglia shall be solely responsible to obtain any releases from any person that it films, including Miami-Dade County employees, to the extent any such release is required.

14. Assignability; Controlling Law

This agreement may only be assigned by Anglia to its parent company, ITV Productions Limited ("ITV"), to another company controlled by ITV, or to the Broadcaster. This agreement shall be governed by and construed in accordance with the laws of the State of Florida and the United States of America.

Bradley Bulcock Mrs Bradley Bulcock

For and on behalf of
Anglia, a division of ITV Productions Limited

I confirm my agreement and acceptance to the terms detailed above, for and on behalf of Miami-Dade County

_____

Signed

_____

Name (Please print clearly)