Memorandum

MIAMI-DADE COUNTY

Date: November 16, 2010

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

Agenda Item No. 9(A)(2)

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 Venom Response Bureau

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Recommendation

It is recommended that the Board approve the attached resolution authorizing the County Mayor, or County Mayor's designee, to execute an agreement between Miami-Dade Fire Rescue (MDFR) and 2C Media, Inc., a local broadcast production.

Scope

Most segments of this production will be shot during the daily activities of department employees assigned to the department's Venom Response Team. This production promises to positively impact the County's image while showcasing one of MDFR's unique specialty response initiatives on a national and international level.

Fiscal Impact/Funding Source

This production will be completely funded by 2 C Media, Inc. The Producer agrees to pay Miami-Dade County an honorarium in the amount of Five Thousand dollars ($5,000) for each episode of the series ordered by the network and produced by Producer. The County and MDFR will not incur any additional expense due to this project.

Track Record/Monitor

This entire production will be closely monitored by Miami-Dade Fire Rescue, Media and Public Relations Bureau and Special Operations Division Chief. The proposed contract also stipulates that MDFR holds the right to approve all recordings and final product content prior to broadcast.

Background

On May 6, 2008, the Board of County Commissioners approved Resolution No. R-512-08, for an agreement between 2C Media, Inc., and Miami-Dade County to develop and film a "sales tape" or "pitch reel" for a potential future television series based on the department's Venom Response Team. 2C Media, Inc. researched and videotaped the daily activities of MDFR employees who are part of the Department's Venom Emergency Response Team, and others, as they protect the citizens from the many dangerous and venomous species native to or imported into South Florida. The project was successfully completed, and 2C Media, Inc. was able to produce a pitch reel and subsequent pilot episode of MDFR Venom Response crew. Under the previous contract, 2C Media, Inc. was able to present the production concept to several television networks. Subsequently, the show concept was sold to the network, "Animal Planet" and 2C Media, Inc. would like to proceed with the series which would air during the period from the date of signature of the agreement to the end of September 2011.

The agreement would allow 2C Media, Inc. to produce and broadcast the television series on "Animal Planet" network. Miami-Dade Fire Rescue will grant the producer access to department officers, personnel, employees and agents (personnel) necessary for the series during the term of the agreement. The department will allow video and audio recorded during production in all circumstances and locations related to the series as producer may reasonably require in order to capture an innovative and documentary experience of the Personnel in the context of the Series. 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.

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 Dennis C. Moss and Members, Board of County Commissioners

DATE: November 16, 2010

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

SUBJECT: Agenda Item No. 9(A)(2)

Please note any items checked.

_____ **"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**

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

✓ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 9(A)(2)
11-16-10

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AN AGREEMENT WITH 2C MEDIA, INC. FOR THE PRODUCTION OF A BROADCAST TELEVISION SERIES "VENOM ONE" BASED ON THE OPERATION OF MIAMI-DADE FIRE RESCUE VENOM RESPONSE TEAM, AND AUTHORIZING THE COUNTY MAYOR TO EXERCISE ANY AND ALL OTHER RIGHTS, INCLUDING RENEWAL 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 hereby approves the agreement between Miami-Dade County and 2C Media, Inc. for the production of a broadcast television series "Venom One" based on the operation of Miami-Dade Fire Rescue's Venom Response Team, 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, including renewal rights, contained therein.

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

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro
Carlos A. Gimenez
Barbara J. Jordan
Dorrin D. Rolle
Katy Sorenson
Sen. Javier D. Souto
Audrey M. Edmonson
Sally A. Heyman
Joe A. Martinez
Natacha Seijas
Rebeca Sosa

The Chairperson thereupon declared the resolution duly passed and adopted this 16th day of November, 2010. 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. D.F.

Daniel Frastai

Agreement Between Miami-Dade Fire Rescue Department and 2C Media, Inc.

Re: "Venom One" Television Series

This agreement ("Agreement") sets forth the terms and conditions between 2C Media, , Inc. ("Producer") and Miami-Dade County, a political subdivision of the State of Florida, through the Miami-Dade Fire Rescue Department (the "Department"), in connection with the filming and recording by Producer of the television series currently known as "Venom One" (the "Series") in and around Miami-Dade, Florida. The Series is intended for initial broadcast on the programming service currently known as Animal Planet (the "Network"). In consideration of the promises and covenants set forth in this Agreement, the parties agree as follows:

Producer anticipates that the Program will follow chosen, Miami-Dade County employees who are part of the Department's emergency response unit "Venom Response Team," and others, as they protect the county citizens from the many dangerous and venomous species native to or imported into South Florida.

1. Recording Rights

Miami-Dade County shall grant to Producer the right to research and videotape, film and/or otherwise record aspects of the daily activities of the Department ("Recordings") during the Term (defined below) for the purposes of making the Program. Miami-Dade County reserves the right to decide whether any information or physical locations may be designated as off-limits for recording and the Department reserves the right to restrict or limit access to the Department and its personnel at any time as may be necessary, in the Department's sole discretion.. The Parties acknowledge that certain information obtained by Miami-Dade County in the course of the Department's operations may be privileged and confidential under federal and state law and Producer will have no right to such information and expressly agrees not to use such information in its Recordings or programs.

2. Media Rights

Producer shall own the copyright and all other rights in its Recordings throughout the world in perpetuity. Except for footage which the Department objected to pursuant to Section 8 below, Producer 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.

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3. Access

Miami-Dade County shall:

(a) grant to Producer and/or its authorized representatives (including, without limitation, one or more camera crews) during the Term reasonable access, as determined solely by Miami-Dade County, to areas of Miami-Dade County property, which the County is authorized to grant access for the purpose of filming as set forth hereunder, involved with Department calls and the responses of County Officials to such calls, *provided* that Producer staff shall honor all material policies and procedures of the Department This Agreement shall in no way constitute access to locations that are not under the ownership and control of the Department. For security purposes, Producer shall provide the Department with details of each member of the field production crew as requested by the Department. While the County is granting the Producer access to its employees and personnel, this Agreement shall not be construed in a way as a grant by the County of consent, release or waiver on behalf of any County employees or personnel or non-County employees. Producer shall be responsible for obtaining all legally necessary and required consents, releases and waivers, including the written consent of individual Department and/or County personnel as well as non-Department or non-County personnel to be filmed, portrayed or featured in the Program;

and

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

4. The Term & Renewal

Producer will have access to research and film the Program with Miami-Dade County during the period from the effective date of this agreement to the end of September 2011 ("the Term"). 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. This Agreement shall become effective on the date that it is signed by both parties. If not signed on the same day, then on the day that it is signed by the last party to sign the agreement.

5. Indemnity

Producer agrees to defend, indemnify and hold harmless Miami-Dade County, its officials, elected officials, employees, departments, representatives and agents from any and all claims, demands, liabilities, actions, causes of action, damages, and costs, of every kind and nature whatsoever, that result from or are in any way related to any actions taken by Producer in connection with 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.

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6. Costs and Honorarium

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

(b) Producer agrees to pay Miami-Dade County an honorarium in the amount of Five Thousand dollars ($5,000) for each episode of the Series ordered by the Network and produced by Producer.

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

Producer 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 Producer use the name or logo of Miami-Dade County to state, suggest, or imply that Miami-Dade County is directly endorsing any third party consumer product or service. Producer confirms that it will include a credit in the Program, subject to final Network approval, substantially in the form "Special thanks to the Miami-Dade Fire Rescue Department, Miami-Dade County, Florida".

8. Review of Rough Cut

Producer intends to produce an accurate and entertaining program that supports and does not criticize the talent, hard work and professionalism of the Board of County Commissioners and Department 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 Producer 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 sole purposes of ensuring: (1) that Miami-Dade County, its officers, employees, and agents are not depicted in a false light or treated in a defamatory fashion; (2) the accuracy of departmental operations; (3) and that information that the Department considers confidential is not aired. Due to very tight timelines during the production of the Program, Producer will need any review of materials and comments to be sent to Producer within five business days of Miami-Dade County's receipt of the Program for review, and both parties shall in good faith

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meaningfully consult to address such comments and shall incorporate such changes as requested by the County to the County's satisfaction in accordance with the terms of this Paragraph into the applicable episode of the Program. If Miami-Dade County does not respond within five business days of receipt of the Program for review, Producer will interpret this as acceptance of the Program as is with regards to the three purposes of review outlined in this paragraph only. The County's approval of material, under this paragraph is strictly limited to those three purposes and shall not in any way limit or affect any of the Producer's responsibilities under this Agreement. Furthermore, the County's approval of material shall not constitute a waiver of any of its rights under this Agreement nor shall it constitute an endorsement of the material. It is solely the responsibility of Producer to ensure that the information it uses is not publicized in a manner that violates any legal rights or privileges of any parties, including rights that information be kept confidential, and does not defame, libel or otherwise legally harm any parties. For the avoidance of doubt it is acknowledged and agreed that Producer 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 the Miami-Dade Venom Response Team during the term of this Agreement and for a period of one (1) year following the expiration or termination of this Agreement (or any extension thereof), provided, however, that Miami-Dade County retains the right to cooperate with any 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, Producer 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) Producer represents and warrants that it has the full right and authority to enter into this agreement.

11. Termination

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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 Producer to fail to honor any written rule and regulation that Miami-Dade County delivers to Producer 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 (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.,

(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) Producer 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) Producer shall be solely responsible for obtaining any and all required releases from any person that it films, including Miami-Dade County employees. In compliance with HIPPA regulations, Producer shall use the attached HIPPA release with every person for whom a HIPPA release is required.

(f) Producer agrees that the County and/or the Department shall not be responsible for any direct, consequential or incidental damages which may arise in connection with this agreement, including but not limited to the filming, production, distribution, promotion, and/or exploitation of the Program, but excluding those that are directly caused by the negligent, willful or reckless acts of the Department and/or County.

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(g) Upon the written request of the Department or the County, and following the initial exhibition by the Network of the applicable episodes, Producer shall provide the Department with one copy at no cost to the County of all episodes of the Program; provided that the Department may only use such copies of the Program for non-commercial internal and archival purposes and may not disseminate the Program in any manner to non-County entities or individuals.

(h) Producer is aware that the County and the Department are subject to the Florida Public Records Law Section 119 of the Florida Statutes, which requires, among other things, that all documents in the County's possession, with limited exceptions, be made available to the public as public records. The County's compliance with that or any other statute or County ordinance shall not be deemed a breach of this agreement.

13. Assignability; Controlling Law

This agreement may only be assigned by Producer to its parent company, , to another company controlled by such parent company, or to the Network. This agreement shall be governed by and construed in accordance with the laws of the State of Florida and the United States of America. Venue shall be in Miami-Dade County.

Chris Horn

For and on behalf of
2C Media, Inc.

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

Signed

Name (Please print clearly)

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[redacted]

MIAMI-DADE FIRE DEPARTMENT/2C MEDIA, INC.
JOINT AUTHORIZATION FOR USE AND DISCLOSURE OF INFORMATION

The Miami-Dade Fire Rescue Department ("MDFR") is cooperating with 2C Media, Inc., and their affiliates and agents ("Producer") in the creation and filming of a television series tentatively entitled "Venom One" concerning the rescue and medical treatment of individuals, including individuals being treated for snake bites (the "Series"). MDFR and Producer are grateful to individuals who are willing to share their experiences and information in connection with the Series.

The privacy of individuals, as well as the confidentiality of medical and related information, are among MDFR's highest priorities. Therefore, in conjunction with the Series, MDFR is seeking permission from individuals (or their families or guardians) regarding MDFR disclosure of protected health information ("PHI") to Producer and Producer's use of the individual's name, photographs, video, and information about rescue, diagnosis, treatment, and any medical care and hospitalizations. MDFR keeps on file a copy of your written permission.

Please sign below if you agree to the following terms:

- I give my permission for MDFR to share with Producer my name and information about my rescue, diagnosis, treatment, condition, medical records, and experiences as an individual who used the services of MDFR for the Series, including for the incorporation of such information into the Series, ancillary products, and related advertising, promotion and marketing.

- I give permission for MDFR to allow Producer to take motion pictures, still photographs, images, and sound recordings (collectively, "Footage") of me, my family member(s), and MDFR staff treating me or otherwise providing other health care services for purposes of illustrating my rescue, diagnosis, treatment, condition, and experiences, for use in any manner Producer sees fit in or in connection with the Series in all media now known or hereinafter developed, including all ancillary rights and for related purposes including advertising, promotion and marketing.

- I give permission for MDFR to allow Producer to create illustrations and graphics, including computer graphics (collectively, "Graphics"), to illustrate my rescue, diagnosis, treatment, condition, medical records, and experiences as an individual who used the services of MDFR in or in connection with the Series in all media now known or hereinafter developed, including all ancillary rights and related purposes including advertising, promotion, and marketing.

I understand that I may revoke this authorization within ten (10) calendar days of the initial filming of me by following the guidelines set forth below. Unless earlier revoked, this authorization will expire the earlier of: (i) when the use and disclosure of my information is no longer needed for the purposes agreed to above; or (ii) 24 months from the date of this authorization. I understand, however, that any such revocation or expiration would not affect any use or disclosure that already had been made in reliance on this authorization.

MDFR's staff are pledged to maintain patient confidentiality in keeping with ethical standards and in accordance with state and federal law. I understand that once the indicated information is disclosed to Producer, as I have authorized above, the information: will lose some of the protections afforded by these standards and laws; likely will be made public; and will be subject to redisclosure.

I am not required to sign this authorization, and if I do not sign, MDFR will not disclose my health information for the activities noted above. MDFR does not condition rescue, treatment, payment, benefit eligibility, or enrollment activities on the signing of this form.

I have had MDFR's role in the filming and the Series explained to me by Producer; had my questions answered; have voluntarily agreed to this authorization; and will receive a copy of this authorization upon signature.

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MIAMI-DADE FIRE DEPARTMENT/2C MEDIA, INC.
JOINT AUTHORIZATION FOR USE AND DISCLOSURE OF INFORMATION

Individual Name: _____
(first) (m. initial) (last)

Signature: _____ **Date:** _____

Address: _____
(street address)

_____
(city) (state) (zip code)

Phone: _____
(area code) (home phone number)

If signed by someone other than the individual, please sign the following. Proof of your authority may be requested:

I am legally authorized to sign this authorization on behalf of the above-named individual. I hereby agree that I and the above-named individual will be bound by all of the provisions contained herein. This authorization shall be interpreted to mean that references to "my," "me," "I," or similar terminology shall refer to the individual.

_____ _____
Signature of Representative of Patient Phone

Print Name _____ _____
Basis of Authority/relationship to patient

_____ _____
Address Date

Guidelines for Revocation

I may revoke this authorization by mailing or faxing my written and signed revocation request and if possible with a copy of the original authorization to MDFR and to Producer at the address(es) shown below:

MDFD:
[add address and fax]

Producer:

If I am unable to provide a copy of the original authorization with my request to revoke, I will provide the following information:

- Approximate date of the authorization or MDFR assistance
- Name
- Address
- Phone number
- Name of Series or subject matter of series

If the form was signed by someone other than the patient, the revocation request also must include:

- The representative's name
- Relationship
- Address and
- Phone number.

I understand that if I am unable to provide sufficient information for identification, MDFR and Producer may not be able to honor my revocation request.