

Memorandum



DATE: April 6, 2010

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

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

Agenda Item No. 9(A)(9)

Resolution No. R-378-10

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 Venom Response Bureau.

Scope

Most segments of this production will be shot during the daily activities of department employees assigned to the department's Venom Response Bureau. 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


2C Media, Inc., a Miami-Dade based company, is currently producing the MDFR Fire Boat series "Danger Coast" which will start airing as a 10 episode series on CMT on April 9, 2010. "Danger Coast" is one of the first nationally televised English language series a commercial network has produced and developed entirely in Miami-Dade County. Nearly all production and post production will remain in Miami-Dade County resulting in a direct and indirect economic impact of \$1.5 million dollars. The national exposure allows the department to reach a vast and diverse audience, highlighting MDFR's initiatives and public safety education to millions across the nation.

In late 2009, 2C Media, Inc. contacted MDFR with the concept of developing another television reality series based on the daily operations of the Miami-Dade Fire Rescue Venom Response Bureau. 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 called "Venom One" based on the department's Venom Response Bureau. The national cable network, Animal Planet has already agreed to participate in the pitch reel, indicating their seriousness in the project. Animal Planet's other Miami-Dade based series "Animal Cops" continues on the network. 2C Media, Inc. hopes to research and videotape the daily activities of MDFR

Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners
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employees assigned to the Venom Response Bureau and MDFR reserves the right to decide what areas may be recorded. 2C Media, Inc. has advised MDFR that if "Venom One" is developed into a series, the County will receive an honorary donation.

The final contract language was reviewed and approved by the County Attorney's office for legal sufficiency. 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 pilot is successful and 2C Media, Inc. desires to develop the program as a series, the contract will be renegotiated and the County will be eligible for compensation or enumeration from the new agreement.


Alina T. Hudak
Assistant County Manager



MEMORANDUM

(Revised)

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

DATE: April 6, 2010

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

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

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)(9)

4-6-10

RESOLUTION NO. R-378-10

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR MAYOR'S 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'S VENOM RESPONSE BUREAU, 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 Venom Response Bureau, and authorizes the County Mayor or Mayor's designee to execute same for and on behalf of Miami-Dade County; and authorizes the County Mayor or Mayor's designee to exercise any and all rights conferred therein.

The foregoing resolution was offered by Commissioner **Jose "Pepe" Diaz**, who moved its adoption. The motion was seconded by Commissioner **Dorrin D. Rolle** and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman	aye		
Jose "Pepe" Diaz, Vice-Chairman	aye		
Bruno A. Barreiro	absent	Audrey M. Edmonson	absent
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Barbara J. Jordan	aye	Joe A. Martinez	aye
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of April, 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: **DIANE COLLINS**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

DF

Daniel Frastai

**Agreement Between Miami-Dade County and
2C Media, Inc., Regarding Television Series Project**

2C Media, Inc., and Miami-Dade County, a political subdivision of the State of Florida, 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 Miami-Dade Fire Rescue's (the Department's) Venom Emergency Response Crew:

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 Venom Emergency Response Crew and special operations personnel that directly support the Venom Emergency Response Crew 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 limit the access granted and to decide what areas may be so recorded in its sole discretion. 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 access as determined by the Department in its sole discretion to personnel and equipment and assist in logistics; and
- (b) provide assistance and advice whenever practicable in the production of the Project to assist in ensuring that it is factually accurate. However, the County shall not be responsible for the accuracy of any production. 2C Media shall be solely responsible for the accuracy of any and all production.

4. **The Term & Renewal**

2C Media will have the exclusive rights to work with the Department on this project involving the use of Venom Emergency Response Crew 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 Miami-Dade County and the Department, including 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 reasonable 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 Venom Emergency Response Crew during the term of this Agreement, provided, however, that the County and the Department retain 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 County 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 also be a 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. Releases

This Agreement shall in no way constitute access to locations that are not under the ownership and control of the Department. For security purposes, 2C Media shall provide the Department with details of each member of the field production crew as requested by the Department. While the County is granting 2C Media 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. 2C Media shall be responsible for obtaining all necessary 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.

13. Public Records Laws

2C Media 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.

14. 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.

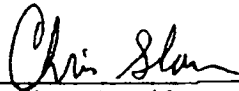
(c) 2C Media shall be solely responsible to obtain any releases from any person that it films; including The Department employees, to the extent any such release is required.

15. 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.

16. 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

2/24/10

Date

Carlos Alvarez, Mayor or Designee
Miami-Dade County

Approved as to form and legal sufficiency
Assistant County Attorney _____