


4-1-14
WALK-ON
MOTION



CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING

#14-0504

TO: Honorable Mayor & Members of the
Fort Lauderdale City Commission

FROM: Lee R. Feldman, ICMA-CM, City Manager 

DATE: April 1, 2014

TITLE: Motion to Approve Entering into an Agreement with TVM Productions to
Film at the Fort Lauderdale Police Department Sally Port and Booking
Facility

Recommendation

It is recommended the City Commission approve a motion authorizing the proper city officials to enter into a location agreement with TVM Productions, Inc., in substantially the form attached, to film at the Fort Lauderdale Police Department sally port and booking facility, 1300 West Broward Boulevard, Fort Lauderdale, Florida, 33312.

Background

TVM Productions, Inc. is seeking to utilize the police department jail sally port and the booking area for filming of the TV show Graceland. The filming will take place on Monday, April 7, 2014 from 12:00 p.m. – 8:00 p.m. TVM will pay for an off-duty police detail to work security around the sally port, booking facility and the compounds west gate as it may remain open during the production. TVM has offered to rent the facility for \$3,500.00 for the day.

Resource Impact

There is a positive impact to the city in the amount of \$3,500.00.

Strategic Connections

This item is a *Press Play Fort Lauderdale Strategic Plan 2018* initiative, included within the **Business Development Cylinders of Excellence**, specifically advancing:

- **Goal 7:** Be a well-positioned City within the global economic and tourism markets of the South Florida region, leveraging out airports, port, and rail connections.
- **Objective 2:** Facilitate a responsive and proactive business climate.

This item advances the *Fast Forward Fort Lauderdale 2035 Vision Plan: We Are Prosperous*.

Attachment

Prepared by: Bradley Weissman, Police Legal Advisor _

Department Director: Franklin C. Adderley, Chief of Police _

TVM Productions, Inc.
"Graceland"
Show number: BDV299

Location: I/E SYLMAR COUNTY LOCKUP (CITY OF FORT LAUDERDALE SALLY PORT & BOOKING AREA)
Episode No. / Dates: EP. 206/APR. 1-9, 2014

LOCATION AGREEMENT

This Agreement is made this 1st day of April, 2014 (the "Agreement"), between City of Fort Lauderdale, a Florida municipality, ("Owner") at 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, and TVM Productions, Inc., a Delaware corporation authorized to transact business in the State of Florida, ("Producer"). Owner and Producer are collectively referred to herein as the "Parties."

1. **GRANT:** For the term specified in Paragraph 2 below, and any extensions thereof, Owner hereby grants to Producer, its affiliates, successors, assigns, licensees, employees, representatives, independent contractors and suppliers (all of whom are included in the term "Producer"), the right to enter upon the property situated at City of Fort Lauderdale Sally Port & Booking Area, 1300 W. Broward Boulevard, Fort Lauderdale, FL 33312 ("Property"), to bring equipment thereon, to erect thereon temporary motion picture structures and sets in order to use the Property for the purpose of making still and motion pictures, commercials, trailers, and soundtrack recordings (individually and collectively, "Recordings") in connection with the production currently entitled "Graceland" ("Production").

2. **TERM/PAYMENT:** Producer may use the Property as reasonably necessary for the photography and recording of the Production commencing on or about Monday, April 7, 2014, and continuing until Monday, April 7, 2014, ("Term"). As consideration in full for the use of the Property, Producer agrees to pay Owner the total sum of \$3,500.00 for the days which Producer actually uses the Property, such sum to be payable prior to commencement of the Term and broken down as follows:

Date(s):	<u>N/A</u>	<u>N/A</u>	Prep Day(s) at	\$	<u>N/A</u>	= \$	<u>N/A</u>
Date(s):	<u>Monday, April 7, 2014</u>	<u>1</u>	Shoot Day(s) at	\$	<u>3,500.00</u>	= \$	<u>3,500.00</u>
Date(s):	<u>N/A</u>	<u>N/A</u>	Strike Day(s) at	\$	<u>N/A</u>	= \$	<u>N/A</u>

3. **DESCRIPTION:** The use of the Property granted to Producer by Owner includes, without limitation, all interior and exterior areas of the Property, and furniture and fixtures located on or about the Property.

4. **OPTIONS:** At any time within 6 months from the date upon which the Term ended and following not less than 5 days advance written notice to Owner, Producer may re-enter the Property for such period as may be reasonably necessary to photograph retakes or added scenes, subject to Producer's payment of additional money computed and payable on the basis specified in Paragraph 2. In addition, if Producer desires to make subsequent use of the Property in connection with the Production, Owner hereby grants Producer an option for such use, subject to the mutual agreement of the Parties concerning the dates of use. The compensation for such use shall be computed and payable on the basis specified in Paragraph 2.

5. **PROTECTION AND RESTORATION OF PROPERTY:** Producer agrees to repair damage to the Property caused by the conduct of Producer, and to leave the Property in as good a condition as when entered upon by Producer, reasonable wear and tear excepted. Producer shall remove from the Property all equipment and temporary sets and other materials placed thereon by Producer. If there is a dispute as to whether Producer has repaired any damages to the Property caused by Producer, Owner must first deliver to Producer a detailed list of those items which have not been repaired and provide Producer with a reasonable opportunity to inspect the Property to determine the need for further repairs, if any.

6. **RIGHTS:** Producer, its successors, assigns and licensees shall be and remain the sole owner of all Recordings and Producer shall have all rights, without limitation, perpetually and irrevocably in all media and technology now known or hereafter devised, throughout the universe, to use and reuse said Recordings in connection with any productions as Producer shall elect. Producer's rights shall include the right to refer to the Property by its correct name or any fictitious name, the right to attribute fictitious events as occurring on the Property, and the right to replicate the Property and use such replication in Producer's sole discretion. Owner shall not have any right of action against Producer or any other party arising from or based upon any use or exploitation of the Recordings, whether such use is or is claimed to be defamatory, untrue or censurable in nature.

7. **USAGE:** Except in the event of Producer's material breach of this Agreement, Owner may not terminate or rescind the permission granted to Producer hereunder. In the event of any claim by Owner against Producer, whether or not material, Owner shall be limited to Owner's remedy at law for damages, if any, and Owner shall not be entitled to enjoin, restrain or interfere with the filming, broadcast, exhibition, distribution or other exploitation of any of Producer's audio-visual works, including, but not limited to the Production, or any of Producer's rights hereunder. Owner acknowledges and agrees that the Property is a primary location for use by Producer as part of the photography of the Production, and that any interference with use thereof by Producer shall cause Producer substantial monetary and other damage which cannot be adequately compensated in an action at law for damages. Accordingly, without limiting any other right or remedy of Producer, Owner agrees that Producer shall be entitled to injunctive and other equitable relief to prevent any interference with use of the Property by Producer hereunder. Nothing contained herein shall be construed to obligate Producer to use the Recordings, including without limitation, to exhibit the Production or any other program containing the Recordings, or to use any name connected with the Property in connection with any program.

8. **INDEMNIFICATION/INSURANCE:** Producer agrees to defend at Producer's expense, counsel being subject to Owner's approval, and indemnify and hold harmless Owner and Owner's officers and employees from and against any and all injuries to person and damage to property (reasonable wear and tear excepted), including any claims, judgments, settlements, fines, penalties, costs and expenses of any kind, any award of attorney fees, and any award of costs, caused by any negligent or willful act or omission by Producer in connection with Producer's activities on the Property. This paragraph shall survive the expiration or earlier termination of this Agreement.

The Producer shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the Agreement period. The following minimum insurance coverage is required. The Owner is to be added as an "additional insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the Owner as "additional insured" will be at the Producer's expense.

The Owner shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Producer to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Public Affairs Office, Film Permitting, 101 N. Third Avenue, Suite 1400, Fort Lauderdale, FL 33301.

The Producer's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the Owner's Risk Manager. Any exclusions or provisions in the insurance maintained by the Producer that precludes coverage for activity contemplated in this Agreement shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Florida Statute 440
Employers' Liability - \$500,000

Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

The insurance must cover premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage, \$,000,000 per occurrence and \$2,000,000 aggregate

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Combined single limit bodily injury/property damage \$1,000,000

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Public Affairs Office, Film Permitting
101 N. Third Avenue, Suite 1400
Fort Lauderdale, FL 33301

INSURANCE – SUB-CONTRACTORS

Producer shall require all of its sub-contractors to provide the aforementioned coverage as well as any other coverage that the Producer may consider necessary, and any deficiency in the coverage or policy limits of said sub-contractors will be the sole responsibility of the Producer.

9. **WARRANTIES:** Owner warrants, represents and agrees that Owner is fully authorized to enter into this Agreement and has the right to grant to Producer the use of the Property as described herein and to grant each of the rights herein granted.

10. **SECURITY:** TVM Productions, Inc., shall, at TVM Productions, Inc.'s additional expense, arrange for Fort Lauderdale Police Department detail security, in the quantity of detail officers and at the times and locations directed by the Owner's city manager.

11. **GOVERNING LAW:** This Agreement and shall be governed by and construed in accordance with the laws of the State of Florida without regard to conflicts of law principles thereof. The parties hereto specifically consent to the exclusive jurisdiction of the courts (including federal courts sitting therein) of the State of Florida, County of Broward, U.S.A. for the purposes of instituting or maintaining any action or proceeding arising from or in connection with this Agreement.

12. **FORCE MAJEURE:** If, because of illness of actors, director, or other essential artists and crew, weather conditions, defective film or equipment or any other disruptive event(s) (including, but not limited to, a labor dispute), Producer is unable to start work on the date designated above and/or work in progress is interrupted during the use of the Property by Producer, then Producer shall have the right, at Producer's election, to suspend and/or extend the Term so that Producer may use the Property at a later date to be mutually agreed upon by the Parties, or terminate the Agreement.

IN WITNESS WHEREOF, the parties execute this Location Agreement as follows:

ATTEST:	CITY: CITY OF FORT LAUDERDALE, a Florida municipality:
 _____ JONDA K. JOSEPH, City Clerk	 By: _____ JOHN P. "JACK" SEILER, Mayor
	 By: _____ LEE R. FELDMAN, City Manager

Approved as to form:

Senior Assistant City Attorney

PRODUCER:

TVM Productions, Inc.

By: _____

Print Name:

Title:

WITNESSES:

Print Name:

Print Name:

ATTEST:

Print Name:

Title:

(CORPORATE SEAL)

STATE OF _____:

COUNTY OF _____:

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by _____ as _____ for TVM Productions, Inc., a Delaware corporation authorized to transact business in the State of Florida.

(SEAL)

Notary Public, State of Florida
(Signature of Notary Public)

Name of Notary Typed, Printed or Stamped

Personally Known ___ OR Produced Identification _____
Type of Identification Produced _____