

MIAMI-DADE POLICE DEPARTMENT TERMS AND CONDITIONS

Purpose

The purpose of the terms and conditions set forth in this document is to establish a working agreement between the Miami-Dade Police Department (MDPD) and _____ Production Co. (Production) to coordinate efforts to engage in a production and filming endeavor (Program) with the cooperation of the MDPD.

MDPD Acknowledges and Agrees to the Following Terms and Conditions:

- (1) Allow Production personnel and crews exclusive and reasonable filming access to MDPD officers in situations either staged or during the normal course of their duties for the proposed purpose of the final production product.
- (2) Assign an officer from the Public Information and Education Bureau who will act as the project manager under these terms and conditions and will assist Production in the coordination of the filming needed to complete this project.
- (3) When applicable, MDPD will provide, on a daily basis, an update of the previous day's overtime cost. MDPD will send an invoice immediately upon completion of filming for the total overtime costs incurred during Production taping.

Production Acknowledges and Agrees to the Following Terms and Conditions:

- (1) Police work/operations are inherently dangerous for officers and civilians alike. Therefore, Production agrees that for the safety of all parties, the police supervisors or officers on the scene will have the final say in approving any filming during real time police situations/calls. Furthermore, Production acknowledges that their personnel and crew will be operating under the direction of any MDPD law enforcement officer present during filming.
- (2) Film MDPD officers in a favorable light and that the final program will not depict MDPD in a derogatory fashion. Production acknowledges that they are the guests of the MDPD, and hereby express their intent to depict MDPD in a highly professional manner in their final product.
- (3) Ensure that the final product airs without broadcasting any police tactics not approved for release by the MDPD, confidential or ongoing investigatory details or procedural and operational information exempt from public records disclosure pursuant to *Florida Statutes Chapter 119*.
- (4) Production agrees that prior to filming, pre-production meetings will be held with the MRB representative(s) who will coordinate any and all filming with Production personnel. Production and Public Information and Education Bureau representatives agree that a filming schedule will be agreed upon and no filming will take place unless Public Information and Education Bureau representative(s) are present.

- (5) Production agrees to release all film needed by the MDPD as evidence in a criminal or internal investigation immediately after this determination has been made by MDPD personnel.
- (6) As agreed upon, Production agrees to compensate the MDPD for overtime costs incurred by the Public Information and Education Bureau representative(s). Production agrees to pay for all MDPD costs incurred pursuant to these terms and conditions within 30 days of receipt of an invoice.
- (7) Production agrees to allow an MDPD representative to view the "rough cut", and in conjunction with Production producers and crew, delete any and all materials that are exempt from public record disclosure laws, compromise the safety of the community or officers, or contains scenes detrimental to the reputation of the MDPD and its personnel.
- (8) Production agrees to show and discuss the content of the Program prior to its final editing and give good faith consideration to any and all request by the MDPD to the removal of any footage which is inaccurate and/or is likely to contain materials that must not be disclosed to the public or compromises the safety of the officers. Furthermore, Production agrees that any footage not approved by MDPD representatives, after review of the "rough cut", cannot be used in any manner, such as but not limited to, programs, related programs, advertisements, and compilation programs.
- (9) Production is not a news gathering agency, therefore Production agrees that upon Production's receipt of a MDPD written request, Production will provide the MDPD for its exclusive internal personal and non-commercial usage (and not to be sold, forwarded or distributed for profit to any third party whatsoever, except as provided pursuant to *Florida Statutes Chapter 119*) with a copy of any footage shot during the filming of the Program to the extent that Production has retained such footage.
- (10) Production shall be entitled to assign the benefit of this agreement to any third party who shall be obligated to comply with the terms and conditions set forth in these terms and conditions.
- (11) Production will indemnify and hold Miami-Dade County, its Board of Commissioners, its employees, agents, and servants harmless from all liability for property damage, physical harm, personal injury, or death arising out of the actions of any officer, employee or agent of Miami-Dade County and/or Production personnel and crews. Production agrees to carry its own liability insurance for all situations covered during filming and acknowledges that their crews will be operating under the direction of any law enforcement officer present. Production agrees to carry MDPD as an additional insured if requested. Furthermore, Production will inform their personnel and crew that the basic nature of law enforcement work is dangerous and situations may arise which will result in exposure to the danger of physical harm, personal injury, or death.
- (12) Production shall be under no obligation to produce this Program.

Independent Relationship

The parties acknowledge that they operate independently. Neither MDPD, nor any of its agents, representatives, or employees shall be considered agents, representatives or employees of Production and vice-versa. Each party agrees to furnish the necessary personnel, equipment, resources and facilities and to render services under these terms and conditions as may be required.

All expenses normally associated with the employment of personnel, such as salary, travel expenses; per diem and other benefits shall be borne by the employing agency unless specified otherwise in these terms and conditions.

Liability

Each entity shall bear the liability arising from acts undertaken by its personnel pursuant to these terms and conditions. In no event shall a participating agency or political subdivision be liable for suit or claim for damages resulting from the acts of another participating entity.

All tort liability regarding Miami-Dade County and its employees and agents shall be determined in accordance with the provisions of *Florida Statutes Section 768.28*.

Modifications

These terms and conditions constitute the entire agreement of the parties, and no other agreement or modification to these terms and conditions, expressed or implied, shall be binding on either party unless same shall be in writing and signed by both parties. This agreement shall not be orally modified. Any modifications must be in writing, expressly titled a modification, amendment or addendum to these terms and conditions, attached to these terms and conditions, and signed by both parties.

Remedies

Upon violation of any of the terms or conditions set forth in this agreement, the MDPD reserves the right to seek any and all relief, including but not limited to, court ordered injunctive relief.

Effective and Termination Date

These terms and conditions become effective upon the issuance of a signed filming permit from the Miami-Dade Office of Film & Entertainment. These terms and conditions may be terminated by either party, with or without cause, by giving 30 day advanced written notice to the other party. Said notice shall be sufficient if it is delivered to the party personally, mailed by certified mail, or sent by facsimile. In the event of cancellation, only the overtime costs actually accrued for services provided to the date of cancellation shall be due and payable.