

Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Philip Morley, County Administrator

From: Frank Gifford, Director *FG*

Agenda Date: January 6, 2014

Subject: Film Production Agreement

Statement of Issue: Screaming Flea Productions is filming for Discovery ID cable television in the Superior Courtroom and Jury Room on Saturday January 11, 2014 for approximately 5 hours.

Analysis/Strategic Goals/Pro's & Con's: n/a


Fiscal Impact/Cost Benefit Analysis: \$1019.05 for 5 hours that includes security, maintenance, and custodial staff. Additional time would be billed on an hourly basis per agreement terms.

Recommendation: Approve as submitted.

Department Contact: Frank Gifford

Reviewed By:


Philip Morley, County Administrator


Date

LOCATION AGREEMENT

THIS AGREEMENT is entered into as of January 6, 2014 between Screaming Flea Productions ("Production Company"), with its principal place of business at 5950 6th Ave S, Suite 109, Seattle, WA 98106, and Jefferson County, a political subdivision of the State of Washington, ("Licensor"), with its principal place of business at P. O. Box 1220, Port Townsend, WA 98368 (each "a Party" and collectively, "the Parties") regarding a License for the use of the Premises (as described below) in connection with the production for the Discovery Channel True Crime series (the "Picture").

1. The "Premises" refers to the premises (including all structures and property thereon) located at:

The Jefferson County (Washington) Courthouse, located at 1820 Jefferson Street, Port Townsend, WA 98368.

2. For good and valuable consideration in the amount set forth below (the "Fee"), the sufficiency of which is hereby acknowledged, payable pursuant to the payment schedule set forth below (the "Payment Schedule"), Licensor hereby grants to Production Company a License for: (a) the exclusive use of the Premises together with access to and from said Premises for personnel and equipment, for use in connection with the filming and/or recording of scenes in connection with the Picture; (b) the right to erect and maintain temporary sets, props, signs and structures on the Premises; (c) the right to photograph said Premises, sets, props, signs and structures; and (d) the right to recreate and photograph the Premises, sets, props, signs and structures at another location, within Production Company's sole discretion. Production Company shall have the right to photograph, record and depict the Premises, accurately or otherwise, as Production Company may choose, using the actual or fictional name and/or trademark and identifying features thereof. The Fee and Payment Schedule are as follows:

\$1,019.05 Licensing Fee, for up to 5 hours licensing of the premises with 5 hours each of one deputy and one facilities staff, and one custodial staff time. Production Company shall pay Licensor the Licensing Fee in the form of cashier's check, before Production Company can have access to the Premises.

For any time above the aforementioned time, Production Company will pay full hour increments at the overtime rates of \$65.00/hr for a deputy, \$70.50/hr for facilities staff, and \$58.31/hr for custodial staff and utility rate of \$10/hr for a total composite hourly rate of \$203.81. Licensor shall invoice Production Company for the additional time, and Production Company shall make payment within 14 days. For full hours of Licensor staff time below the aforementioned times, Licensor will reimburse Production Company at the overtime rates of \$65.00/hr for a deputy, \$70.50/hr for facilities staff, and \$58.31/hr for custodial staff and utility rate of \$10/hr for a total composite hourly rate of \$203.81.

A separate Security Deposit for incidental damage beyond normal wear and tear, as referenced in Section 4 of this Agreement, shall be in the amount of \$1,000.00 in the form of a cashier's check, provided to Licensor 48 hours before Production Company can have access to the Premises. Except for the provisions of Section 4, the Security Deposit, minus damage costs beyond normal wear and tear, will be returned to Production Company within 14 days.

3. The term hereof (the "Term") of the License shall commence on or about January 11, 2014, and will terminate at the end of the day on or about January 12, 2014 (subject to change by Production Company due to changes in the production schedule or force majeure and as agreed in writing by the Lessor). A detailed breakdown of the Term and Production Company activities is as follows:

The Production Company's use of the Premises shall not interfere with the daily operation of the Licensor's offices present at the Premises. The Production Company shall cause no damage or permanent alteration to the Premises or its contents, and shall return Premises and its contents in original condition. The Production Company's use of the Premises shall only be during non-business hours/days, specifically from 8:00 am to 5:00 pm on either Saturday or Sunday. Production Company will minimize all outdoor noise and shall be responsible for securing all necessary permits from the City of Port Townsend.

If following the expiration of the Term, Production Company requires additional use of the Premises in connection with the Picture, Licensor shall permit Production Company to re-enter and use the Premises on additional days at the prorated hourly rate of the Fee, subject to the availability of the Premises and Licensor's approval, such approval not to be unreasonably withheld.

4. It is understood and agreed that Production Company shall be permitted to terminate this Agreement at any time up to twenty-four (24) hours prior to the commencement of the Term within its sole discretion. In the event of any such termination by Production Company, Licensor shall promptly refund ninety percent (90%) of any security (or other) deposit made by Production Company, if applicable.
5. Production Company shall remove from the Premises all structures, equipment and other materials placed thereon by Production Company no later than the expiration of the Term.
6. Licensor shall not make or authorize any photography, advertising or publicity in connection with the Picture without Production Company's prior written consent.
7. Production Company agrees to name Licensor as an additional insured on Production Company's Commercial General Liability policy (said policy having policy limits of not less than \$1 million per occurrence, \$2 million aggregate) in connection with the Picture. Production Company agrees to provide Licensor with a copy of the "face sheet" or "Declarations page" of said Commercial General Liability policy AND a Worker's Compensation policy with policy limits matching or exceeding the minimum amount(s) required by Washington State law at least one business day before Production Company enters upon the Premises to begin filming and recording. Production Company agrees to leave the Premises in as good order and condition as when received, with the exception of normal wear and tear. Production Company shall indemnify and hold Licensor harmless from any claims for property damage or bodily injury directly caused by Production Company's activity on the Premises during its actual occupancy thereof. Production Company shall not be responsible for any damage or injury caused by the negligence or misconduct of Licensor or Licensor's employees or agents. Any claim by Licensor that

Production Company is responsible for any damage or injury must be made by written notice (setting forth the particulars of such claim(s)) to Production Company within ten (10) days after expiration of the Term, or such claim(s), if any, shall be waived.

8. Production Company shall own all rights of every kind, nature and description in and to all photographs and recordings made on or about said Premises during the Term and shall have the perpetual and universal right to use (or not to use, in Production Company's sole and absolute discretion) such photographs and/or recordings in any manner and in any media (whether now known or hereinafter devised) it may desire, universe wide, in perpetuity, without limitation or restriction of any kind, nature or description. Licensor hereby waives any and all rights of privacy, publicity or any other rights of a similar nature.
9. Licensor hereby represents and warrants that: (a) Licensor is the owner or the agent for the owner of the Premises and has the right and authority to make and enter into this Agreement and to grant Production Company the use of Premises and each and all of the rights set forth herein; (b) it is not necessary for Production Company to obtain the consent or permission of, or to pay any amounts to, any other person, corporation or entity in order to enable Production Company to enjoy the full rights to the use of the Premises as described herein; (c) Licensor will take no action nor allow or authorize any third party to take any action which might interfere with the full use and enjoyment of the Premises by Production Company as described herein; (d) Licensor is subject to no obligation or disability and there are no outstanding contracts or commitments of any kind which conflict with this Agreement or which might limit, restrict or impair Production Company's use and enjoyment of the Premises or the rights granted to Production Company hereunder; and (e) Licensor will indemnify and hold harmless Production Company, its successors, designees, licensees and assigns, from any and all claims, demands, suits, losses, costs, expenses (including reasonable counsel fees), damages or recoveries which may be obtained against, imposed upon, or suffered by Production Company, its employees, associates, successors, designees, licensees and assigns, by reason of Licensor's breach of any of the representations, warranties or agreements contained herein.
10. Licensor agrees that Production Company may assign this Agreement, in whole or in part, at any time, to any person or entity and that this Agreement shall inure to the benefit of Production Company's successors and the distributor(s), licensees and exhibitors of the Picture. Notwithstanding the foregoing, Production Company shall not have the right to assign its right to enter the Premises to any other person or entity.
11. In the event of a breach of this Agreement, Licensor's remedies shall be limited solely to an action at law for monetary damages actually suffered, if any. In no event shall Licensor be entitled to restrain or otherwise interfere with the development, production, exhibition, promotion, distribution, advertising, and/or other exploitation of the Picture.
12. Notices may be sent by first-class U.S. mail, postage pre-paid, properly addressed or by personal delivery. Notice by e-mail is also acceptable if it is followed up via notice given by U.S. Mail, postage pre-paid. All notices shall be deemed to have been given upon the earlier of: (a) actual receipt, or (b) three (3) business days after deposit in the U.S. mail. All notices shall be given at the address indicated above or such other address as a Party may indicate.

13. This is the entire agreement between the Parties and supersedes any prior agreement, written or oral, and may not be changed except by another writing signed by the Parties. This Agreement may be executed in counterparts by facsimile, scan (i.e., pdf), or email signatures, each part of which when executed shall be deemed an original for all purposes, and all of which when taken together shall constitute one and the same document, fully binding and with full legal force and effect. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties. This Agreement shall be interpreted in accordance with the laws of the State of Washington applicable to agreements executed and to be wholly performed therein, and the Parties hereto hereby submit to the exclusive jurisdiction of the courts located in Washington State.
14. Licensor is authorized to have present during the filming and recording to be undertaken by the Production Company at the Premises such personnel or staff as it deems necessary. Said staff or personnel of the Licensor shall make every effort to not interfere with the filming and recording being undertaken by the Production Company at the Premises.

Screaming Flea Productions

By: [Signature]
 (Production Company's Signature)
Jessica Schreindl
 Print Name
Coordinating Producer
 Position
12-31-13
 Date

Licensor of Premises

By: _____
 (Licensor or Licensor's Agent)

 Print Name

 Chair, Board of Commissioners
 Position

 Date

 Jefferson County
 Company

 1820 Jefferson St.
 Address

 Port Townsend, WA 98368

 (360) 385-9100 / (360) 385-9382
 Phone /Fax

 91-6001322
 Tax ID #

Approved as to form only:

[Signature] 12/24/13
 David Alvarez Date
 Deputy Prosecuting Attorney