



Board Agenda Item 35

DATE: September 13, 2016
TO: Board of Supervisors
SUBMITTED BY: Margaret Mims, Sheriff-Coroner
SUBJECT: Agreement with Bright Road Productions, Inc. for Television Pilot

RECOMMENDED ACTION(S):

Approve and authorize the Sheriff-Coroner's Office to enter into an Agreement with Bright Road Productions, Inc. to film a television Pilot currently entitled "Suspicious Cases," effective from September 15, 2016 through September 14, 2021 (\$0).

There is no additional Net County Cost associated with this action. Approval of the recommended action will allow Bright Road Productions, Inc. to film and record a television Pilot and/or Series currently entitled "Suspicious Cases," in and around Fresno County, California including access to the Sheriff-Coroner's Office's locations and employees necessary for the Series, except for circumstances involving communications and/or documents that must remain confidential.

ALTERNATIVE ACTION(S):

If your Board does not approve the recommended action, there will be no Agreement to film a television Pilot.

FISCAL IMPACT:

No funds will be exchanged with the approval of the recommended Agreement. There is potential for some Net County Cost that is undeterminable at this point. Sufficient appropriations for any additional costs assessed for the time spent on productions can be absorbed in the FY 2016-17 Sheriff-Coroner's Org 3111 Adopted Budget.

DISCUSSION:

Approval of this Agreement will allow Bright Road Productions, Inc. to film and record a television Pilot and/or Series currently entitled "Suspicious Cases," in and around Fresno County, California including access to the Sheriff-Coroner's Office's locations and employees necessary for the Series for five years from the date of execution. The Series is intended for initial exploitation on one of A&E television network's programming services. This Agreement grants Bright Road Productions, Inc. the right to use the Sheriff-Coroner Office's name and logos in connection with this Series. This Agreement is effective for a period of five years. The County has the right to terminate the Agreement upon 30 days-notice. However, the Agreement cannot be terminated commencing from the date the County receives a written pick up notice for a Pilot, Series and/or any subsequent production cycle of the Series and continuing through the end of the production period for any such Pilot, Series or subsequent production cycle.

The Sheriff-Coroner's Office will facilitate access to the Sheriff-Coroner's Office's employees and locations including the Crime Lab necessary for the television Series except for circumstances involving communications and/or documents that must remain confidential. For security purposes, Bright Road Productions shall provide the Sheriff-Coroner's Office information regarding each member of the production crew as requested and

comply with all instructions and restrictions as directed by the Sheriff-Coroner's Office. The Sheriff-Coroner's Office is under no obligation to compel personnel to participate in the filming and/or consent to appear in the footage and/or series. Bright Road Productions, Inc. shall provide the Sheriff-Coroner's Office a viewing of an internal cut of each episode. The Sheriff-Coroner's Office will have the opportunity to request that certain types of changes be made to the internal cut before the episode is made public. The types of matters that the Sheriff-Coroner's Office may require be changed include: factual inaccuracies with respect to the Sheriff-Coroner's Office, identification/depiction of confidential informants, and identification/depiction of communications and/or documents that must remain confidential pursuant to law. While the Sheriff-Coroner's Office is granted meaningful consultation on key creative matters, Bright Road Productions, Inc. retains final decision making authority over key creative matters.

The County's sole remedy in an action for breach of contract against Bright Road Productions Inc., is limited to the right to recover damages. The County has no right to seek injunctive or other equitable relief. As a result, if Bright Road Productions, Inc. breaches the contract by failing to remove footage that identifies/depicts communications and/or documents that must remain confidential pursuant to law or by failing to remove footage identifying a confidential informant, the County would have no right to seek an injunction to stop the airing of that episode. The County's only remedy would be to seek monetary damages. Bright Road Productions, Inc. refused to delete this provision from the agreement. The Sheriff-Coroner's Office will take all steps necessary to insure that Bright Road Productions, Inc. film crew is not allowed access to any such persons or matters and, therefore, believes agreeing to this contract provision will have no negative impacts on the County.

ATTACHMENTS INCLUDED AND/OR ON FILE:

On file with Clerk - Agreement with Bright Road Productions, Inc.

CAO ANALYST:

Jeannie Z. Figueroa