



## **MIAMI-DADE MEDICAL EXAMINER 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 Medical Examiner Department (“MDME”) and \_\_\_\_\_ (“PRODUCTION”) to coordinate efforts to engage in a production and filming endeavor (“PROJECT”) for the program titled \_\_\_\_\_ (“PROGRAM”).

### **MDME Acknowledges and Agrees to the Following Terms and Conditions**

- (1) MDME agrees to allow PRODUCTION personnel and crews exclusive, reasonable, escorted filming access to MDME facilities and employees in situations either staged or during the normal course of their duties for the purpose of the PROJECT.
- (2) MDME agrees to assign an officer from the MDME who will act as the MDME Project Manager (“MEPM”) and will assist PRODUCTION in the coordination of the filming needed to complete this PROJECT.
- (3) If applicable, on a daily basis MDME will provide an update of the previous day’s overtime cost. MDME will send an invoice immediately upon completion of filming for the total overtime costs incurred during PRODUCTION’s taping.

### **Production Acknowledges and Agrees to the Following Terms and Conditions**

- (1) MDME work and operations are inherently dangerous. Therefore, PRODUCTION agrees that for the safety of all parties, the police supervisors, and MDME personnel, that MDME will have the final say in approving any filming during real time situations. Furthermore, PRODUCTION acknowledges that their personnel and crew will be operating under the direction of any MDME employee present during filming.
- (2) PRODUCTION agrees to film MDME employees in a favorable light and that the PROGRAM will not depict MDME or its employees in a derogatory fashion. PRODUCTION acknowledges that they are the guests of the MDME, and hereby express their intent to depict MDME in a highly professional manner in their PROGRAM.
- (3) PRODUCTION acknowledges that certain documents and subject matter cannot generally be shared with the public pursuant to Florida law and cannot be filmed, including but not limited to the written medical records of a decedent. PRODUCTION understands and acknowledges that it must have written authorization of the next-of-kin and the consent of



MDME *prior* to photographing, audio recording, or filming any decedent or their medical records. PRODUCTION will not film, photograph, or otherwise record any decedent or autopsy procedure unless written consent for the filming, photography, or recording and its subsequent use is first obtained from the next-of-kin and agreed to by MDME. PRODUCTION will be solely responsible for obtaining the written consent from the next-of-kin and must provide that written consent to MDME prior to filming a decedent or autopsy. A copy of that written consent will be made part of MDME's file. Although certain specimens taken from a decedent and retained by MDME may be eligible to be filmed by PRODUCTION, PRODUCTION may only film specimens at the explicit consent of MDME and, if such permission is granted, PRODUCTION is prohibited from filming any identifying information relating to the decedent from which the specimen came.

- (4) PRODUCTION agrees to ensure that the final product airs without broadcasting any information or evidence not approved for release by the MDME, which includes but is not limited to, confidential or ongoing investigatory details or procedural and operational information exempt from public records disclosure pursuant to Florida Statutes Chapters 119, 406, and HIPPA.
- (5) PRODUCTION agrees that prior to filming, pre-production meetings will be held with the MEPM who will coordinate any and all filming with PRODUCTION personnel. PRODUCTION and the MEPM will agree on a filming schedule and no filming will take place unless the MEPM or a designated representative is present.
- (6) PRODUCTION agrees to release all film needed by the MDME as evidence in a criminal or administrative investigation immediately after such determination has been made by MDME personnel.
- (7) PRODUCTION agrees to compensate the MDME for overtime costs incurred by the MDME personnel. PRODUCTION agrees to pay for all MDME costs incurred pursuant to these terms and conditions within thirty (30) days of receipt of an invoice.
- (8) PRODUCTION will ensure that it does not utilize any materials that it does not have consent to utilize or that are prohibited from general release without consent under Florida's public record disclosure laws, HIPPA, and Florida Statutes Chapter 406, or that may compromise the safety of the community or officers or MDME personnel, or that contains scenes detrimental to the reputation of the MDME and its personnel.
- (9) PRODUCTION agrees to allow a MDME representative to view the "rough cut" of the PROJECT prior to its final editing so MDME can ensure that any materials that are prohibited from general release under Florida's public record disclosure laws, HIPPA, and Florida Statutes Chapter 406, or that may compromise the safety of the community or officers or MDME personnel have not been utilized for the PROJECT. If MDME identifies such prohibited items in its review of the "rough cut" PRODUCTION shall delete or "black



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out” such item at MDME’s request. MDME will not make any other editing requests or requests for changes to the PROJECT other than for the removal of specific material that cannot generally be made public under Florida Law or that compromises the safety of the community or officers or MDME personnel.

- (10) PRODUCTION agrees that upon receipt of a written request by MDME, PRODUCTION will provide the MDME with a copy of any footage shot during the filming of the PROGRAM to the extent that PRODUCTION has retained such footage, for MDME’s exclusive internal non-commercial usage. MDME agrees and acknowledges that such footage is not to be sold, forwarded, or distributed for profit to any third party whatsoever, except as provided pursuant to Florida Statutes Chapter
- (11) 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 herein.
- (12) PRODUCTION shall be under no obligation to produce or air the PROGRAM.

### **Independent Relationship**

The parties acknowledge that they operate independently. Neither MDME, 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 this document.

### **Liability**

PRODUCTION agrees to indemnify and hold harmless Miami-Dade County, its Board of Commissioners, its employees, agents, and servants from all liability for tort damages, property damage, physical harm, personal injury, or death arising as a result of this Agreement and the filming of this PROGRAM, whether 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 MDME personnel present. PRODUCTION agrees to carry MDME as an additional insured if requested. Furthermore, PRODUCTION will inform their personnel and crew that the basic nature of MDME work is dangerous and situations may arise which will result in exposure to the possibility of physical harm, personal injury, or death.



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**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, MDME 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.

**NOTICE.** All communications required under this Agreement shall be directed to:

as to PRODUCTION: \_\_\_\_\_

copy to: \_\_\_\_\_

as to MDME: \_\_\_\_\_

copy to: \_\_\_\_\_

AGREED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

MIAMI-DADE COUNTY

PRODUCTION

\_\_\_\_\_  
[insert representative's name]

\_\_\_\_\_  
[insert representative's name]