

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2001, by and between the CITY OF GAINESVILLE (CITY) and WCJB-TV (WCJB), of 6220 NW 43rd Street, Gainesville, FL 32653, phone number 377-2020, tax identification number 010523468,

WITNESSETH:

1. The Gainesville Police Department (GPD), on behalf of the CITY, engages WCJB-TV (WCJB) to produce eleven (11) thirty-minute television shows concerning issues of GPD and the citizens of Gainesville. The shows will be a live-to-tape format produced at WCJB's studios on NW 43rd Street in Gainesville, FL, with the dates of taping to be announced. Each show will include two to three pre-taped segments that will be shot and produced by WCJB personnel "on location" in and around the City of Gainesville. WCJB will provide all technical personnel, studio and facilities to execute the studio portion of the shows, and will produce each show's opening, graphics, closing, and other needed audio and or video materials as needed for the shows. WCJB will provide a simple set with furniture on a black background, video crews and producer for all "on location" segments, as well as a show announcer if needed. WCJB will pay all music clearances for the shows and will assume liability for all WCJB personnel in the studio or on location. WCJB will air the shows on the second Sunday of each month at 1:00 PM, air at least ten promos for each show, archive a broadcast master of the shows and provide GPD with a VHS copy of them. WCJB will feature the shows, create a GPD link on WCJB's website, and provide GPD with a Beta SP for air on cable access.

2. WCJB is hired as an independent contractor for up to 330 days from the start of this agreement.
3. In the performance of this agreement, WCJB will be acting in the capacity of an independent contractor and not as an agency, employee, partner, joint venture, or associate of the CITY. WCJB shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by WCJB in the full performance of this agreement.
4. WCJB shall be compensated a fee of no more than \$4,150 for the production and airing of each show, for a total cost of eight (8) original and three (3) repeat shows not to exceed \$41,500. WCJB will invoice GPD at the end of the month in which each show is taped and aired. Payment is due within thirty (30) days of invoice date.
5. WCJB understands and agrees that as an independent contractor, WCJB is not entitled to any benefits due City employees, and may be terminated for cause at any time without prior notice and without cause upon ten (10) days' prior written notice.
6. To the extent allowed by law, GPD agrees to defend, indemnify and hold harmless WCJB from and against all claims, causes of actions, expense, loss and damage in respect to material produced and broadcast by WCJB concerning GPD's shows.
7. WCJB shall indemnify the CITY, its officials, agents and employees, and save it harmless from suits, actions, damages, liability and expense in connection with loss of life, bodily or personal injury or property damage arising from or occasioned by any act or omissions of negligence or intentional wrongdoing on the part of WCJB.
8. WCJB and the CITY agree that nothing in this contract shall be interpreted as a waiver of the CITY's sovereign immunity under 768.28 Florida Statutes.

9. GPD, on behalf of the CITY, agrees to provide WCJB with the shows' subject matter and GPD personnel for all taped segments thirty days prior to in-studio taping dates, along with any graphic materials and information for shows graphics three days prior to each show taping. GPD also will provide all on-air talent for the shows. GPD agrees to take necessary steps to maintain a safe environment for WCJB field personnel while on location shoots. It is agreed that GPD will own the shows and have total editorial control.

Timothy Sorel
Director of Creative Services
WCJB

Wayne Bowers
City Manager
City of Gainesville

