PALM BEACH COUNTY **BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY July 2, 2019 [] Consent Meeting Date: [X] Regular] Ordinance [] Public Hearing Department Submitted By: **Youth Services Department Submitted For: Outreach & Community Programming Division**

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Non-Disclosure Agreement with Warner Bros. TV Production Services Limited (Warner Bros.) for the production of an audiovisual program titled "LISBON", a global documentary about child development, effective upon approval for five (5) years or until completion of production, at no additional cost to the County.

Summary: Wall to Wall Productions, a subsidiary of Warner Bros., learned of the Youth Services Department's Super Summer Spelling Bee and wants to feature the Spelling Bee and some of its youngest contestants, with parent permission, in a segment of their documentary focusing on language development. The Youth Services Department (YSD) has hosted the annual Super Summer Spelling Bee (Spelling Bee) since 2015. The 5th Annual Spelling Bee will take place July 10, 2019, at The Boys and Girls Clubs of Palm Beach County, Florence De George Club in West Palm Beach. The Spelling Bee provides academic activities to encourage the spirit of learning while preventing the summer slide. Warner Bros. requires that the County sign a Non-Disclosure Agreement regarding filming. <u>Countywide</u> (HH)

Wall to Wall Productions, through its production's Background and Policy Issues: contracting party, Warner Bros., is currently producing a global documentary series set around child development. Each episode features a different developmental accomplishment that humans master over the first 51/2 years of our life. One episode is centered around language and will feature children across the world to capture the wonder and drama of every milestone in their first 5½ years as they develop from new-born to a talking, walking, thinking person. They hope to capture the early developmental milestones that are universal to us all wherever we are but set against a background of varying geographical and cultural environments and influences. They will start with a baby who is babbling, moving on to a child who is just about to say their first word and then travelling through all these various milestones with different children around the world until they culminate in the USA with the YSD Spelling Bee.

Attachments:

1. N

1. Non-Disclosure Agreement 2. 5 th Annual Spelling Bee Flyer				
Recommended by:_	Jours Son Department Director	6/14/19 Date		
Approved by:	Assistant County Administrator	4/26/19 Date		

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years		2019	2020	2021	2022	2023
Capital Expenditures						•
Operating Costs		\$0*				
External Revenue						
Program Income (County)						
In-Kind Match (County)						
NET FISCAL IMPACT		\$0*				
No. ADDITIONAL FTE POSITIONS (Cumulative)						
Is Item Included in Current Budget? Yes No Does this item include the use of federal funds? Yes No						
Budget Account	Exp No Fund Rev No Fund		Dept	Unit	o o	bj

B. Recommended Sources of Funds/Summary of Fiscal Impact:

*There is no fiscal impact associated with this item.

hunce Departmental Fiscal Review:

III. <u>REVIEW COMMENTS</u>

Α. OFMB Fiscal and/or Contract Dev. and Control Comments: 9 OFMB AND 99 417 **Contract Develop** 4/17 BR Ta 1017

В. Legal Sufficiency: Assistant County iev

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

		WARNER BROS. TV PRODUCTION SERVICES LIMITED
From: Warner Bros. TV Production 85 Gray's Inn Road London, WC1X 8TX	er Bros. TV Production Services Limited ay's Inn Road	To: Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners
		"You" / "Yours" Address c/o Youth Services Department 50 S. Military Trail, Suite 203 West Palm Beach, FL 33415
Date:	·	
Dear		Us" or " Our ") intends but does not undertake to develop

and produce an audio-visual programme with the working title "*LISBON*" (the "**Programme**"). We are currently discussing with You the provision by You of certain information and/or services in relation to the Programme (the "**Purpose**") during the Term (as defined).

You acknowledge and agree that as part of our discussions and otherwise in connection with the Purpose, We will supply to You certain information which constitutes "Confidential Information" (as defined below). In consideration of the disclosure by Us to You of this Confidential Information and the sum of \$1 (the receipt and sufficiency of which is acknowledged), You hereby agree as follows:

- "Confidential Information" means any and all information which is either marked as confidential or which We would reasonably expect to be treated as confidential of whatever nature in whatever form concerning or relating to the Programme, the Purpose or Us, obtained by You as a result of Your involvement in the Programme and its research or the Purpose. This includes, but is not limited to, the title, any information relating to all those involved with the Programme, any format elements in the Programme and any information about the Programme and/or Us during the Term. Information is not Confidential Information if it is, or becomes, generally available to the public other than as a direct or indirect result of the information being disclosed by You in breach of this agreement;
- "Term" shall mean the period commencing on the date written above and ending on the later of: (i) the date five (5) years later; or (ii) completion of the Purpose (the "Term").
- 3. You undertake that: (a) You (whether acting by Your officers, agents, employees or otherwise howsoever) will not communicate, publish or disclose or permit the publication or disclosure of the Confidential Information (or any part thereof) to any third party by any means or medium (whether written or spoken including by way of example but not limitation, via Facebook, Twitter or similar application); (b) You will keep the Confidential Information secure and confidential, taking all steps necessary to prevent it from being disclosed or made public to any third party or coming by any means into the possession of any third party, and You will not copy any part of the Confidential Information (or convert it into an alternative format) without Our prior consent; (c) You will only use the Confidential Information in relation to the Purpose and shall not, for the avoidance of doubt, use the Confidential Information for commercial purpose; and (d) You may disclose Confidential Information to the extent that You are legally compelled to do so in accordance with paragraph 5 below.
- Any information created by You in relation to the Confidential Information and/or using any part of the Confidential Information shall also constitute Confidential Information.
- You may disclose Confidential Information to the extent that You are legally compelled to do so. If You become legally compelled to disclose any Confidential Information, You shall immediately notify Us
 upon receipt of such request. We acknowledge that You are bound by the terms of the Florida Public Records Law.

Warner Bros. TV Production Services Limited Registered in England and Wales 04207420 85 Grays Inn Road, London, WC1X 8TX Tel: +44 (0)20 7239 1010 Registered Office: Warner House, 98 Theobalds Road, London, WC1X 8WB

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- 6. This Agreement supersedes all previous communications, representations and understandings between the parties with respect to the Confidential Information and may be modified only in writing signed by authorised representatives of the parties.
- 7. This Agreement shall be governed by and construed in accordance with State of Florida Law and no agency, partnership, joint venture or other joint relation is created by this Agreement.

In order to confirm Your acceptance of the terms and conditions set out in this letter agreement, please sign below.

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WARNER BROS. TV PRODUCTION SERVICES LIMITED

ATTEST:

By:_

SHARON R. BOCK CLERK AND COMPTROLLER

Deputy Clerk

COUNTY:

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

Ву: _

Mack Bernard, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY By: Felene CS County Attorney

WITNESS: øtt Signature

DANIEUA RICE Name (type or print)

APPROVED AS TO TERMS AND CONDITIONS Jaubson By: vices Department COMPANY:

Warner Bros. TV Production Services Limited Company Name

arlotte Howard Typed Name Title

(corp. seal)

Commented [PHA1]: Warner Bros. – please provide signature authority documentation for the individual who will execute this agreement.

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