

## **EXECUTIVE SUMMARY**

**To recommend Approval by the Board of County Commissioners for a Services Contract between Live Oak Production Group and Collier County to produce a documentary on the Western Everglades, called The Big Cypress Swamp in an amount not to exceed \$40,000**

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**OBJECTIVE:** To approve Services Contract between Live Oak Production Group and Collier County to produce a documentary on the Western Everglades, called The Big Cypress Swamp in an amount not to exceed \$40,000 as previously recommended by the Tourist Development Council (TDC).

**CONSIDERATIONS:** A collaboration between Clyde Butcher, world famous wildlife photographer and Elam Stoltzfus, Producer is planning to produce a documentary on the Western Everglades, called The Big Cypress Swamp. It will have several partners including the Southwest Florida Water Management District, the Friends of Big Cypress National Preserve and Collier County. A one hour documentary will be filmed in high definition format and will be aired on the 13 PBS stations in Florida, the Educational Cable Channels, Florida Knowledge Channel and other public access channels. It will be hosted by Clyde Butcher and will include short radio segments of the audio portion.

The purpose of the documentary is to increase public awareness of the Big Cypress Swamp and the importance of preserving this important ecosystem. A 10-minute version of the program will be featured in the new educational learning center at Big Cypress National Preserve Visitor Center.

Events and added value items include a Premier & Debut event, news media stories, a web site, radio series and perhaps a “coffee table” book of the images that Clyde Butcher takes as part of the production.

At the March 28, 2005 TDC Meeting, the Council unanimously recommended to move forward with a contract between Live Oak Production Group and Collier County up to \$40,000 with a request to review the contract prior to forwarding it to the County Commission for approval.

**COUNTY ATTORNEY FINDING:** The County Attorney’s office has reviewed and approved this Service Agreement for legal sufficiency.

**ADVISORY COMMITTEE RECOMMENDATIONS:** To approve Services Contract between Live Oak Production Group and Collier County to produce a documentary on the Western Everglades, called The Big Cypress Swamp in an amount not to exceed \$40,000

**FISCAL IMPACT:** The funds are in the approved Advertising and Promotion line item in the FY 05 tourism department budget.

**GROWTH MANAGEMENT IMPACT:** There is no impact to the Growth Management Plan related to this action.

**RECOMMENDATION:** To recommend approval by the Board of County Commissioners for a Services Contract between Live Oak Production Group and Collier County to produce a documentary on the Western Everglades, called The Big Cypress Swamp in an amount not to exceed \$40,000.

**PREPARED BY: Jack Wert, Tourism Director**

SERVICES CONTRACT  
BETWEEN THE  
LIVE OAK PRODUCTION GROUP  
AND  
COLLIER COUNTY

This contract, entered into as of the \_\_\_\_\_ day of \_\_\_\_\_ 2005 between LIVE OAK PRODUCTION GROUP, INC. (herein called the "PRODUCTION COMPANY") and COLLIER COUNTY (herein called the "SPONSOR") agree to the following conditions:

1. The SPONSOR desires to provide funds to the making of "*Big Cypress Swamp: The Western Everglades*" Super 16mm nature motion picture film documentary by the PRODUCTION COMPANY in producing a 57 minute High Definition master professional broadcast educational media program.
2. The PRODUCTION COMPANY will perform the necessary scope of functions, in conformity with the attached scope of work, to direct and manage in the completion of the Project.
3. The SPONSOR will pay the PRODUCTION COMPANY up to \$40,000.00 for the execution and completion of this contract. The total amount for these directed assignments will not exceed \$40,000.00.
4. The production company will begin work only after it secures sufficient funding from all sponsors to complete the project. At that time, the PRODUCTION COMPANY will begin pre-production planning, research, script development and interviews and then invoice the SPONSOR for \$15,000.00.

The second payment of \$14,000.00 may be billed at the completion of 50% of the production of the project as evidenced by a Progress Report from the Production Company.

The third and final payment, not to exceed \$11,000.000 will be billed at the completion of the edited master tape and delivery to SPONSOR of a dub of that master.

5. The PRODUCTION COMPANY acknowledges and agrees that it is an independent contractor, responsible for all employment, income, workman's compensation, liability and all other insurance or taxes incident to its status as such.
6. The PRODUCTION COMPANY or the SPONSOR can terminate this contract for any reason upon 30 days written notice to the other party. If the SPONSOR terminates this contract at any time and for any reason, the PRODUCTION COMPANY will be compensated for services up to the time of termination. If the PRODUCTION COMPANY terminates this contract at any time or for any reason, they will return any unused funds received from the SPONSOR.
7. When issuing statements and press releases, the PRODUCTION COMPANY will state that the project is funded in part by the SPONSOR. When and where feasible, the SPONSOR logo should be included. The PRODUCTION COMPANY will keep the SPONSOR informed of all promotional and media opportunities.
8. If applicable, the PRODUCTION COMPANY will allow SPONSOR staff access to the PROJECT site, when safety considerations allow, to take photographs of the PROJECT'S progress and completion.
9. The copyright of all film footage, audio interviews, broadcast masters, web design, logos, graphic designed images, still images, illustrations, print material, broadcast rights and copyright material will belong exclusively to the PRODUCTION COMPANY, unless previously agreed upon in writing.
10. A residual of \$1.25 per DVD/VHS copy that is sold will be shared with the SPONSOR or a non-profit organization of the SPONSOR'S choice over the period on the next 5 years, beginning after the completion of the edited master.

The following signatures signifies agreement to the conditions specified in this contract, and the start of this contract as of the date written above.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers and their official seals, hereto affixed the day and year first written above.

DATED:

BOARD OF COUNTY  
COMMISSIONERS  
COLLIER COUNTY, FLORIDA

ATTEST:  
DWIGHT E. BROCK, Clerk

\_\_\_\_\_  
, Deputy Clerk

By: \_\_\_\_\_  
FRED W. COYLE, Chairman

Approved as to form and  
Legal sufficiency:

\_\_\_\_\_  
Heidi F. Ashton  
Assistant County Attorney

WITNESSES:

LIVE OAK PRODUCTION GROUP,  
INC.

(1) \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed/Typed Name

By: \_\_\_\_\_  
ELAM STOLTZFUS, President

(2) \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed/Typed Name



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www.liveoakproductiongroup.com

## SCOPE OF WORK

1. Projected date of completion of the: 57:00 minute documentary is June 31, 2006. The completed project includes:
  - Projected broadcast dates and release.
  - Plan and schedule of premiere events to coincide with broadcast dates.
  - Completed master ready for international distribution.
  - Broadcast master presented to Florida Knowledge Channel.
2. Documentary will include Naples, Marco Island, Everglades Convention & Visitors Bureau name in audio and video segments that are broadcasted.
3. Production Company will provide 200 DVD copies of completed program for internal marketing and promotions at cost to sponsor for internal marketing and promotions.
4. Links will be provided from producer's website to Sponsor web site.
5. Links will be provided to journals and updated images of production.
6. A B-roll promotional broadcast videotape of a selection of film footage will be provided by Producer to Sponsor to be used only for promotional purposes on the ecotourism aspects in Collier County. The videotape shall not be used for promotional or advertisement purposes of the Production Company or any other third party. B-roll will be on BetaSP, DV tape and DVD formats for distribution, approximately 5 to 8 minutes in total length. A contract will be included with each tape/DVD stating that this footage will not be used in any other promotional or broadcast program or re-edited without permission from the Production Company.
7. The production specifications will include: Documentation and field footage on Super 16mm motion picture film, audio on DAT digital format, Super 16mm film footage transferred to High Definition digital video & BetaSP format, edited on computer editing workstation and mastered to High Definition format and Digital BetaSP for distribution. The master will be authored to DVD format and VHS tape for general public distribution. Original scored soundtrack by local musicians, or musicians of producer's choice will be included.

9. Introduction will include logo of SPONSOR and other supporters and funding sources - 20:00 to 30:00 seconds of corporate logos and slogans at beginning and ending credits of program. SPONSOR logo will be displayed on DVD and VHS covers.

10. A series of short sound bites will be produced from a collection of interviews of folks/experts talking about the Big Cypress in the historical sense, the current use of the Reserve and what the future will hold for the area. A professional narrator (Peter Thomas, Naples) will be used to tie in the interviews with general and scientific information to tell the story.

11. The composition of the film will feature the beauty found in the expanse of the landscapes, the intimate waterways, the vast collection of flora & fauna, a study of weather patterns and seasons, the behavior of animals and creatures, underwater images and activities of people who enjoy the Preserve.

12. Within the documentary there will be references made to the purpose for the establishment of the Big Cypress National Reserve and its strategic plan. These items include:

Preserving the watershed is key to the survival of the South Florida ecosystem. Acting as a custodian for ecological and biological processes that provides habitat and protection for a great diversity of plant and animal species.

Stories from times long past and into the future, reflecting a pattern of changing culture and human involvement.

A spectrum of human activities, recreational and commercial.

The home to the Seminole Tribe of Florida and sustainable resources important to their cultures.

13. A series of activities to document and create interest would include following a backpacker on the Florida Trail, tracking the Florida panther, taking a swamp drive or swamp walk with students, marveling at ancient cypress growth, observing the alligators, watching a flock of birds, kayaking in the waterways, Clyde Butcher and other artists profiling the Big Cypress.