

1 [Shopping Agreement - BoBCat Studios, LLC - Development of Public Defender Documentary
2 Series]

2

3 **Resolution authorizing the Public Defender to enter into a Shopping Agreement with**
4 **BoBCat Studios, LLC, to develop the concept of a documentary series based on the**
5 **San Francisco Public Defender’s Office, and grant all necessary trademark licenses**
6 **and the exclusive right for six months to present to traditional and digital networks.**

7

8 WHEREAS, The Public Defender provides legal representation to any person accused
9 of a crime in San Francisco who cannot afford to hire an attorney; and

10 WHEREAS, The mission of the Public Defender is to protect and defend the rights of
11 its indigent clients through effective, vigorous, compassionate, and creative legal advocacy;
12 and

13 WHEREAS, The Public Defender strives to provide the highest level of legal advocacy
14 for over 20,000 clients each year and to be a nationwide model for the delivery of indigent
15 defense services; and

16 WHEREAS, The Public Defender was established in 1921 by the Board of Supervisors,
17 and, in its nearly 100-year history, has developed into one of the top public defender offices in
18 the country; and Charter, Section 6.104 now prescribes the Public Defender’s duties; and

19 WHEREAS, The City and County of San Francisco, acting by and through the Public
20 Defender (“City”), seeks to contract with a television production company to create a
21 documentary series about the work of the Public Defender’s Office and the clients and public
22 it serves; and

23 WHEREAS, The documentary series will help San Francisco and the public better
24 understand the critical role that public defenders play in protecting the civil liberties of all
25 Americans and providing legal representation to those who need it; and

1 WHEREAS, The City desires to enter into a contract with BoBCat Studios, LLC
2 (“BoBCat”) to develop a documentary series about the San Francisco Public Defender’s
3 Office, the contract being substantially in the form on file with the Clerk of the Board of
4 Supervisors in File No. _____ (“Agreement”); and

5 WHEREAS, The Agreement provides that, in connection with production and marketing
6 of the television series, the City would grant to BoBCat all necessary trademark licenses to
7 the documentary series and the exclusive right for six months to present to traditional and
8 digital networks the concept of a documentary series based on the San Francisco Public
9 Defender’s Office; and

10 WHEREAS, The Agreement provides that, in consideration of the City’s services and
11 licenses of rights, BoBCat shall pay the City, subject to the Board of Supervisors’ budgetary
12 and fiscal authority to appropriate funds, a fee per episode equal to the greater of (i) 5% of the
13 episode budget of the first production cycle of the series, or (ii) \$15,000 per episode under the
14 terms set forth in paragraph 4.9 of the Agreement; and

15 WHEREAS, The Agreement has a ten-year term; and

16 WHEREAS, Charter, Section 1.101 provides that all rights and powers of a City and
17 County that are not vested in another officer or entity by this Charter shall be exercised by the
18 Board of Supervisors; and

19 WHEREAS, The Charter does not vest in the Public Defender the right to contract to
20 develop a documentary series; now, therefore be it,

21 RESOLVED, That the Board of Supervisors hereby authorizes the Public Defender,
22 acting on behalf of the City and County of San Francisco, to enter into the Agreement with
23 BoBCat in substantially the form on file with the Clerk of the Board of Supervisors in File No.
24 _____; and, be it

1 FURTHER RESOLVED, That the Board intends to appropriate revenues from this
2 Agreement to the Public Defender to support community-based programs that strive to reduce
3 juvenile crime in San Francisco neighborhoods plagued by poverty and violence or to
4 authorize the Public Defender to make a grant to a nonprofit organization to serve that
5 purpose; and, be it

6 FURTHER RESOLVED, That within thirty (30) days of the Shopping Agreement being
7 fully executed by all parties, the Public Defender shall provide the final Shopping Agreement
8 to the Clerk of the Board for inclusion into the official file

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

n:\govern\as2018\1500181\01308777.docx