JULES NAUDET'S FIRST PLANE SHOT WAS STAGED

A Clue to the Truth about 9/11 ?

Appendix 6 : The Film Contract

A copy of the original contract between the Fire Department of New York, represented by its Deputy Commissioner for Public Information (who still held that post as of July 2007 — Telephone 718 999-2056), Frank Gribbon, and Goldfish Pictures, represented by its President, Jules Naudet, is reproduced below — obtained under New York State's Freedom of Information Law of 1978. This is presumably the "letter" Naudet refers to when, heading back to Duane Street after the second collapse, he is seen in the film being challenged for ID by a policeman (1:15:11). The first problem raised by this document is the date — July 17, 2001 — which, taken with the final clause ("17. This agreement shall take effect upon execution by both parties"), means that any filming done before the contract was signed was without the express authority of the Fire Department. In the film, James Hanlon says "We teamed up and by June of 2001 the three of us were out at the Fire Academy, shooting the training" (see Chapter 7), and the accompanying caption gives the date 9 June ; Tony Benetatos is shown driving to Duane Street for his preliminary interview on Monday 2 July, three days before starting work as a probationary firefighter ; these scenes and all others in the film shot before 17 July are outside the terms of the contract. Why was it drawn up so late ? Why were the film makers allowed to start shooting almost six weeks before they were given legal permission to film **anything** on FDNY premises ? The contract should have been signed before any filming took place : why wasn't it ? I put that question to Frank Gribbon in September 2007, via Emily Rahimi, Editor of *Viewpoint*, "The Newsletter of the NYC Fire Department" ; still no reply.

In November 2007, the New York City Mayor's Office of Film, Theatre & Broadcasting (based at 1697 Broadway, 6th floor, New York, NY 10019) told me they had no trace of an application for a Motion Picture Permit (or an Original Certificate of Insurance) from Goldfish Pictures Inc. ; the permit and the insurance are **legal requirements** for filming in New York City, and films shot there that are released commercially will include a mention of the Office of Film in their credits list (see below for an example, from the credits for Spike Lee's "Do the Right Thing" — above "Thanks also to"). "9/11" was put on public release by Paramount, edited by CBS, co-produced by the senior staff of *Vanity Fair* magazine : this was not some home movie for a tiny private audience. The first six weeks of filming were without the legal permission of the Fire Department ; it would appear that the **entire film** was shot without the legal permission of the New York City administration. It would also appear that that administration could not care less, having had this brought — by me — to their attention. When and why were the Naudets given exemption from the laws that apply to everyone else making films in New York City ?



Next problem : the film shows (12:36) Benetatos getting his first pay cheque : $672.25 for two weeks — "starting pay," as he calls it — to James Hanlon, a joke — hardly enough to buy a 6-pack. But then, as Benetatos says, if he had wanted to get rich, he would have become a lawyer : the academic qualifications might have come in handy, too. Eleven days after his first day, on Monday 16 July, the day before the date on the Naudet contract, a probationary firefighter called Edward McMellon started at the Fire Academy Benetatos had just left : this recruitment had caused some upset when it became public the previous month (see the article by Thomas J. Lueck in the *New York Times* of 30 June 2001), since McMellon was one of the four policemen who had shot dead an innocent immigrant, Amadou Diallo, in February 1999 ; their bullets, 19 of which hit the victim, supplied the title — "41 Shots" — of the last episode of "Law and Order : Trial by Jury" to feature the late Jerry Orbach (it also featured — see above — James Hanlon). According to the *Times*, McMellon was "part of a class of 150 ... and would receive a base salary of $49,023, the same amount he had been earning as a police officer with five years' experience" : this information, defending the recruitment, was supplied by the same Frank Gribbon who co-signed the Naudet contract the following month.

If, as Gribbon emphasises, McMellon was just another student, can we take it his 149 classmates were paid the same — and were Benetatos and his classmates also paid $49,023 a year as mere students ? Because, if they were, why would **any** of them want to take a 66% pay cut after being assigned to a firehouse for actual work experience ? These figures make no sense : who is telling the truth ? The *New York Times* or the Naudet film ? Perhaps Frank Gribbon or someone else from the Department would like to clarify the position : if Benetatos was being paid only $336 a week on the job at Ladder One in July 2001, why was McMellon being paid almost triple that as a new start at the Fire Academy the same month, July 2001 ? Perhaps the Academy isn't quite as egalitarian as Gribbon would have us believe, and ex-policemen get special discriminatory pay rates, even after leaving the Police Department ? If so, do ex-firefighters have a deal like that, if they become rookie cops ? One source tells us trainee firemen get paid as much as police officers with five years behind them ; another source tells us trainee firemen get paid peanuts : which is it ?

Another problem : the probationary period. According to Gribbon in the *Times*, "Like other probationary firefighters, Mr. McMellon is to spend 14 weeks in training. He also faces a year of probation in the department, which is also standard for beginning firefighters." According to Gribbon in Clause 2 of the contract, the probationary period on the job is "approximately nine months" (a period also specified by the Naudets in the film). Which Frank Gribbon do we believe ? Clause 2 says the "period" of filming would include the time Benetatos was "undergoing training at the Fire Academy" : but his training had already **ended** before the date the contract was signed, 17 July, and its terms were not retrospective, so why was that sentence included ?

Next question : how long was the filming going to be allowed to continue ? Clause 2 again : for "a reasonable time after the end of his probationary period." They would be filming, in other words, until either April or July 2002, plus "a reasonable time" : so why were they already getting fed up by the end of August 2001, before Benetatos had even been working for two months of the nine or twelve his probation lasted ? Could Lower Manhattan possibly go nine months without a serious fire ? Why the urgency with the start of September coming up ? Why should that be significant ? Could it be that the reason Benetatos never attended any serious fires for weeks on end was because his protectors made **certain** the star of their film was never exposed to anything dangerous ? If he had been injured or killed before 11 September, end of film's alleged subject : they would have had to create another one as a pretext to carry on filming — back to the drawing board.

Four more observations :

Firstly, this contract was signed — yet another of these Naudet coincidences, no doubt — just seven days before another rather more important and valuable one : between the Port Authority of New York and New Jersey on the one hand and Silverstein Properties, Inc. and Westfield America, Inc. on the other, sealing the 99-year lease on the two tallest buildings in New York, One and Two World Trade Center (along with the 9-storey Four and Five ; Three, Six and Seven were already under lease). Exactly one week before the Twin Towers were privatised, the Naudets signed the contract that provided the excuse for filming them being pulverised. CEO Larry A. Silverstein's prediction about the future of the complex now in his hands — for its last seven weeks : he would be "raising it to new and greater heights."

Secondly, in his FDNY Task Force interview of 25 October 2001 (No. 9110167), Frank Gribbon makes this comment : "I have seen videotape from the French guys, quote/unquote the Jules and Gideon (inaudible). Et cetera et cetera." Which part of this statement is he qualifying with his "quote/unquote" inverted commas ? "The French guys" ? Aren't they really French, then ? Or wasn't it real videotape ? "Et cetera et cetera."

Thirdly, Clause 6 : "Goldfish agrees that the Documentary will cast FDNY in a favorable light." By which agreement we can say a fond farewell to the concept of documentary objectivity in the Naudet film — and an equally fond hello to the frank admission that the film was, in this sense at least, right from the beginning — or from July 17 — a work of propaganda. What else was it ever going to be when the contract was obviously drawn up by the Fire Department and its legal advisers ? Or when it was being filmed in a city that makes filming without a permit from the Mayor's Office illegal ? Right from the beginning, the grovelling to the "eencredeebull gahs" of Duane Street, all living saints, totally dedicated to their work : it takes planes flying into skyscrapers to reduce them to using the F word. Anybody expecting reality from a film shot on terms like the ones in this contract would probably think "Star Wars" was a documentary. And this is **before** we even examine what the brothers actually filmed, and discover that the propaganda went much further, and deeper, and dirtier, than supplying free advertising for the FDNY.

Which raises the fourth question : why would the Department even be interested in having outsiders make a propaganda film for them, when there has been an internal FDNY Photo Unit since the 1950s, and even an AV unit for making videos ? The Photo Unit is run by a Lieutenant Richard Smiouskas, and was actually out filming at the Trade Center on 9/11, but detailed information is quite scarce, even on the FDNY's own website. Why would Frank Gribbon even want to consider drawing up a contract with people who were not Fire Department colleagues, when he could have had a film made by folk who **were** ? There was a famous "Man Alive" documentary on the FDNY in 1972 entitled "The Bronx is Burning," but that was made by the BBC : why the invitation to French immigrant amateurs 30 years later ?

July 17, 2001

Jules Naudet
President
Goldfish Pictures, Inc.
38 East 73rd Street
New York, NY 10021

Re: Permission to Film Documentary

Dear Mr. Naudet:

This is to confirm that The City of New York, acting through the New York City Fire Department ("FDNY"), with its headquarters at 9 MetroTech Center, Brooklyn, NY 11201-3857, has granted Goldfish Pictures, Inc. ("Goldfish"), a New York corporation, with its principal place of business at 38 East 73rd Street, New York, NY 10021, permission to film a documentary movie ("Documentary") of a probationary firefighter ("Firefighter"), subject to the following terms and conditions:

1. FDNY will assist Goldfish in identifying a Firefighter who will voluntarily agree to be the subject of the Documentary. FDNY cannot ensure that the participation of a Firefighter can be obtained, nor will it compel any Firefighter to participate in the filming of the Documentary. Goldfish shall be responsible for obtaining from the Firefighter and other FDNY personnel any and all legal consents, releases or waivers necessary to permit the filming of the Documentary.

2. The filmmaking shall be conducted during the following time period ("Period"): while the Firefighter is undergoing training at the Fire Academy; during his probationary period (approximately nine months), including his assignment to a firehouse; and a reasonable time after the end of his probationary period, to allow filming of additional scenes while the Documentary is being edited.

3. During the Period, FDNY will grant Goldfish, reasonable access to, entry upon and use of, the Fire Academy, firehouses, firefighting operations and FDNY events, including parades and medal events, for the purpose of filming the Documentary. Such permission shall not include entry into private residences or non-public areas of places of business, or access to the residents or occupants thereof, without the consent of such residents or occupants thereof. Goldfish shall comply with all FDNY rules, regulations and

procedures governing presence on FDNY premises or participation in such FDNY operations and events, and the directions of the FDNY personnel in charge.

4. Goldfish may photograph and make sound recordings of the Firefighter and other FDNY personnel, the interiors and exteriors of FDNY facilities, and firefighting operations and FDNY events ("Photography"). Except as otherwise provided in Paragraph 5, Goldfish shall own any and all rights (including any copyrights) in the Photography (including still pictures taken therefrom) in any medium, and may reproduce and use the Photography for any lawful purpose, including the exhibition and marketing of the Documentary. FDNY will not be due any payments in respect to the permission granted to Goldfish under this agreement.

5. The FDNY logo is and shall remain property of The City of New York. This agreement shall not be construed as granting Goldfish any interest in the FDNY logo, or any license for its use. FDNY grants Goldfish permission to film the FDNY logo and to reproduce such image solely on an incidental basis, in connection with the filming of FDNY personnel, premises, operations, and events. Goldfish shall not use the FDNY logo, or the terms "Fire Department of the City of New York," "New York City Fire Department," or any abbreviation, derivation, or modification thereof, including "FDNY," for any other purpose, including in the marketing of the Documentary, without FDNY's prior written consent.

6. Goldfish agrees that the Documentary will cast FDNY in a favorable light, and that it will consult with FDNY and use its best efforts to address any concerns that FDNY may have in this regard.

7. FDNY assumes no responsibility for the filming of the Documentary. Goldfish shall be solely responsible for all costs, supervision, personnel, equipment and supplies associated with the filming. FDNY shall not be required to bear any such costs, or provide any such supervision, personnel, equipment or materials. Goldfish shall comply with all applicable Federal, State and City laws, rules and regulations in the filming of the Documentary.

8. (a) Goldfish shall maintain at their own expense the insurance coverage indicated below. Such insurance coverage shall be obtained from an insurance carrier authorized to do business in the State of New York, and shall insure Goldfish, their officers, employees and agents, and the City of New York and FDNY as additional insureds, against claims for injuries to persons or damages to property arising from or in connection with the Documentary, including the filming thereof. The Contractor shall be solely responsible for payment of all insurance premiums. Such insurance coverage shall provide that the policy not be cancelled, terminated or modified by the insurance company unless thirty (30) days prior written notice has been given to the City of New York and FDNY.

(b) Goldfish shall maintain Commercial General Liability insurance (CG 00 01 (ed. 11/88)) or equivalent, providing coverage for bodily injury and property damage, with a combined single limit of $1,000,000 per occurrence, $3,000,000

aggregate, and a maximum deductible of $25,000/claim. Goldfish shall also maintain the following insurance should it employ any persons or use any motor vehicles in connection with the filming of the Documentary:

Insurance Type	Amount
(X) Worker's Compensation	Statutory
(X) Employer's Liability	$1,000,000 per accident
(X) Automobile Liability (CA 00 01(ed. 01/80))	Bodily Injury and Property Damage $1,000,000 per occurrence

(c) Certificates of insurance evidencing that such insurance coverage is in effect shall be supplied to FDNY prior to commencing the filming of the Documentary.

9. In consideration of the permission granted by this agreement, Goldfish hereby release, discharge and hold The City of New York, its agencies, officers, employees, agents and independent contractors, including FDNY ("Releasees"), harmless from any and all claims, causes of action, suits, damages, judgments or other liability, whatsoever, in law, admiralty or equity, which against the Releasees, Goldfish, their heirs, executors, administrators and assigns, had, have or will have, arising from the acts or omissions of Releasees in connection with the granting of access to, entry upon, and/or use of FDNY

premises, vehicles, vessels, tools, equipment, activities (including firefighting operations) and events.

10. In consideration of the permission granted by this agreement, Goldfish hereby indemnifies and holds The City of New York, its agencies, officials and employees, including FDNY, harmless from any and all claims, causes of action, suits, damages, judgments or other liability arising from any acts or omissions of Goldfish, their officers, employees, agents and independent contractors, in connection with the filming of the Documentary.

11. FDNY reserves the right to withdraw the permission granted to Goldfish by this agreement in the event that Goldfish materially fails to comply with any of the terms or conditions of this agreement. FDNY shall give Goldfish reasonable prior written notice of any such determination to withdraw any permission or consent.

12. Goldfish shall not assign the permission granted to them by this agreement without FDNY's prior written consent, which consent shall not be unreasonably withheld.

13. The parties agree that any and all claims asserted by or against FDNY or The City of New York arising under this agreement or related thereto shall be heard and determined either in the courts of the United States located in New York City or in the courts of the State of New York located in the City and County of New York. The parties agree that, in connection with any litigation arising from this agreement, each may serve process upon the other at the addresses set forth in this agreement.

14. This agreement shall not be construed to create any rights in any other third parties.

15. This agreement constitutes the entire understanding and agreement between FDNY and Goldfish regarding the Documentary, and can only be amended by another writing executed by authorized representatives of FDNY and Goldfish.

16. This agreement shall be deemed to be executed in New York City, regardless of the domicile of Goldfish, and shall be governed by and construed in accordance with the laws of the State of New York.

17. This agreement shall take effect upon execution by both parties.

Please indicate your agreement to the terms and conditions set forth above by having an authorized representative sign this letter below and return it to me.

Yours truly,

Frank Gribbon
Deputy Fire Commissioner

ACCEPTED AND AGREED TO BY

GOLDFISH PICTURES, INC.

By: _____
JULES NAUDET
President

[ADKNOWLEDGEMENTS ATTACHED]