



March 3, 2017

Joel Riviera  
Hidalgo County Sheriff's Office  
711 El Cibolo Road  
Edinburg, TX 78541

Re: "Live PD" – Access Agreement

Ladies/Gentlemen:

This letter will confirm the agreement ("this Agreement"), dated and with effect from March 3, 2017 (the "Effective Date"), between the Hidalgo County Sheriff's Office (the "HCSO") and Big Fish Entertainment LLC ("Producer") with respect to Producer's proposed television series tentatively entitled "Live PD" as more fully described in Exhibit A attached hereto (the "Series"):

1. **Term.** The term of this agreement ("Term") is the period commencing on the Effective Date and continuing through and including March 2, 2018 (the "Initial Contract Year"). The parties shall have the right to extend the Term until March 2, 2019 by mutual agreement. If any television network for which Producer is producing the Series (the "Network") desires additional options to order more Series episodes for production, Producer and HCSO shall negotiate in good faith to extend the Term as required by the Network.
2. **Access.** HCSO grants to Producer and its production personnel permission to enter upon and use HCSO's offices, facilities and vehicles (including, but not limited to, patrol cars or vehicles) (collectively, "HCSO Property") in addition to permission to accompany HCSO officers or other personnel (collectively "HCSO Personnel") during the course of their duties or otherwise during the Term for the purpose of filming, videotaping, photographing and otherwise recording the HCSO Personnel and the situations they encounter and/or become involved in, and all or any part of the exterior and interior and contents of HCSO Property, including names, signs and identifying insignia of HCSO Property in connection with production of the Series, related series, or derivative work and the marketing promotion, and publicity thereof (the aforementioned may collectively be referred to as Series hereunder). HCSO reserves the right to require a background check for any employee or agent of Producer prior to granting access. Further, HCSO reserves the right to restrict access to some areas of HCSO property or require Producer to be accompanied by HCSO personnel in certain areas. These areas shall include Forensic Services, Bureau of Criminal Identification, Evidence Rooms and Criminal Justice Information Systems (CJIS). Producer shall have the right to make such use of HCSO Property as may reasonably be required, including, without limitation, the right to place all necessary personnel, facilities, vehicles and equipment on HCSO Property, and Producer agrees to remove same after completion of work and leave HCSO Property in substantially the same condition as when Producer entered upon HCSO Property, reasonable wear and tear excepted. HCSO further agrees that Producer shall be entitled to return to HCSO Property thereafter at a mutually acceptable time, if and as required for re-takes, added scenes, still photography or other activity required in connection with the production, promotion or other exploitation of the Series.
3. **License.** HCSO licenses to Producer and its successors, licensees and assigns, the right to photograph, reproduce and otherwise use HCSO Personnel and HCSO Property and all HCSO names, voice, images, trademarks, servicemarks, tradenames, logos, copyrighted material and/or other materials to which Producer is afforded access hereunder in and in connection with the development, production, exhibition, exploitation, and

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promotion of the Series, related series or derivative work, and the marketing, promotion and publicity thereof and/or otherwise, in all forms of media, now known or hereinafter invented, throughout the world an unlimited number of times in perpetuity. Notwithstanding the foregoing, exploitation of the HCSO logo, decal and/or seal and/or Hidalgo County logo decal and/or seal shall be subject to the rules and regulations imposed by the Constitution and laws of the State of Texas (i.e. logo/decal/seal cannot be used for promotional purposes outside of the taping of the Series and the use and exploitation thereof or related thereto. The aforementioned is not intended to preclude use within the promotion and publicity of the Series itself).

4. Safety/Security Review and Consultation Rights. Producer will provide HCSO with twenty-four (24) hours to review and comment on any pre-recorded segments of the Series featuring HCSO Property or HCSO personnel for the purpose of identifying any safety or security risks to HCSO (e.g. recognition of a confidential informant, undercover officer, etc.). If no comments are received by Producer following such 24-hour period, the segments will be deemed reviewed by HCSO. Producer shall provide an HCSO representative (the "Representative") with the right to be in the local control room for the Series or on the ground with Producer's crew during Producer's filming with the HCSO to review material being captured and distributed in connection with the Series. In both instances, HCSO shall have the right to review the content for factual accuracy, security and/or safety concerns, editorial comments, and HCSO classified information, provided that it is understood that Producer and Network shall make the final decision regarding the creative content of the Series and each episode thereof (including without limitation themes, featured events, story line, timeline, sequence of events, etc.). To the extent HCSO has significant safety or confidentiality concerns, Producer shall cease filming or not broadcast sensitive material associated with such safety or confidentiality concerns.
  
5. Ownership. All film, videotape, still photographs and other visual and/or audio recordings or representations (e.g., studios sets or designs) of HCSO Property created by or with the authorization of Producer are collectively referred to herein as the "Material". Producer shall be the sole and exclusive owner of the Material with the right for the full period of copyright, including all extensions and renewals thereof, and thereafter in perpetuity, throughout the universe, to use and re-use, an unlimited number of times, all or any part of the Material for the purpose of making and producing television programs and other works, and advertising, publicizing and exploiting the same, by all means and in all media, whether now known or hereafter devised, and to authorize others so to do. Neither HCSO, nor any employee of HCSO (to the degree HCSO has the authority), nor any other party now or hereafter having an interest in HCSO Property (to the degree HCSO has the authority) shall have any right of action against Producer or any other party arising out of any use of said Material. Neither the expiration of this Agreement in its normal course nor its sooner termination for any reason shall affect the ownership by Producer of the Material.
  
6. Credit. HCSO acknowledges that any credits or other identification of HCSO that Producer may furnish in connection with the Series or otherwise shall be at Producer's sole discretion. Notwithstanding the foregoing, Producer agrees to accord HCSO an on-screen credit in substantially the form "Special Thanks to the Pittsburgh Department of Public Safety" in accordance with the Network's then-current credit policies, for all Series episodes in which HCSO personnel and activities are depicted. Producer shall determine the size, position, manner of presentation and all other matters with respect to such credit in its sole discretion. No casual or inadvertent failure by Producer, nor any failure by any third party, to accord such credit shall be deemed a breach of this Agreement by Producer.
  
7. No Obligation to Proceed. HCSO acknowledges and agrees that Producer is not obligated to actually use HCSO Property or produce the Series or include the Material in the episode of the Series for which it was prepared or otherwise exercise any or all of Producer's rights hereunder.

8. No partnership. It is expressly understood and agreed that the parties do not by this Agreement intend to form an employment relationship or a partnership or joint venture between them and in no event shall this Agreement be construed to constitute such an employment relationship, partnership or joint venture. HCSO and HCSO Personnel shall at all times continue to independently conduct their operations and activities as they customarily operate, without regard to any other creative or logistical demands placed upon them by, or as a result of, the filming and production of the Series.
  
9. Insurance. Producer will obtain and keep in force during production of the Series with HCSO a policy of commercial general liability insurance naming the HCSO as an additional insured entity in a minimum amount of \$1,000,000 and provide proof thereof to the HCSO prior to the commencement of production.
  
10. Indemnification. Producer agrees to defend, indemnify and hold harmless HCSO from and against any and all third party liabilities, claims, costs, damages, losses, or judgments arising out of or in connection with the development, production, distribution, or other exploitation of the Series. HCSO agrees that Producer shall have the right to meaningfully consult as to the legal defense of any claims, demands or litigation, including the right to be meaningfully involved in the selection counsel or any decision to compromise or settle any such claims, demands or litigation.
  
11. Miscellaneous. Each of the individuals signing this Agreement below represents that such individual is empowered to execute this Agreement on behalf of the party for which such individual is acting. Producer may assign its rights under this Agreement in whole or in part to any person, firm, or corporation related to the production, distribution or exploitation of the Series. HCSO shall not be permitted to assign or delegate any of rights or obligations under this Agreement. .Except if required by law, HCSO shall at all times keep the terms of this Agreement confidential. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument. Any executed counterpart sent by facsimile or transmitted electronically in Portable Document Format ("PDF") shall be treated as originals, fully binding and with full legal force and effect, and the parties waive any rights they may have to object to such treatment. This Agreement contains the entire understanding of the parties hereto relating to the subject matter herein, supersedes and replaces all prior understandings and agreements concerning such subject matter, whether written or oral, and cannot be modified except in writing signed by the parties.

If the foregoing complies with your understanding of our agreement, please so signify by countersigning this letter where indicated below.

Very truly yours,

BIG FISH ENTERTAINMENT LLC

By: \_\_\_\_\_  
 Daniel Cesareo, its Managing Member

ACKNOWLEDGED AND AGREED:

HIDALGO COUNTY SHERIFF'S OFFICE

By: \_\_\_\_\_

Its: \_\_\_\_\_

## Exhibit A

### Series Concept

Big Fish Entertainment LLC ("BFE") currently produces "LIVE PD" a multi-part series on A&E that embeds in several cities across the country. Each week the series follows 2-3 officers in each location. It's an unprecedented "Live" look at law enforcement in America as never before seen on television. "The appearance of" no editing, and the feeling as if content is coming straight from the street to living rooms across America. Each season we embed in six cities across the country following 2-3 officers in each city across the 12-14 week run.

In Hidalgo County, we propose embedding with the Sheriff's Department on "Ride Alongs" to capture the "real-time" perspective and diversity within the department and the city. The story will be told through the "Almost Live" experiences on patrol. In Addition to the "Almost Live" content, episodes will feature pre-taped packages that will further showcase the officers, the work, the locations and the departments.

### Almost Live

The cell phone has turned every bystander into a citizen journalist. The Internet is littered with hundreds of thousands of dashboard cams. Many Police Departments across the country in an effort to encourage transparency and communication have instituted "live tweeting" from patrol units to the community. "Live PD" will be an extension of this close to real-time communications and outreach effort. Each week for up to 3 hours we will broadcast "almost live" from patrol.

The series currently airs Friday nights on A&E and reaches more than 2 million viewers each week.

### Safety and Legal Precautions

The "Almost Live" aspect will be on a 10-25 minute time delay. This delay will allow us to eliminate sensitive material and address any legal concerns prior to broadcast. A department representative will have access to the stream of the show prior to broadcast from their home or the office to ensure the standards of content and safety protocols on behalf of the officers, the department, and the city.

### Network

A&E, home to "First 48" and "Scared Straight, is currently the broadcast partner for the project.

### Timeline

BFE proposes to begin production in late January-early February, with some preliminary non-live filming. The embed commitment is for 12-14 weeks. Live show filming is a commitment of 3 hours a week with an additional commitment of 4-5 shifts outside of the "live" taping to capture pre-recorded segments

### Film Crews

Each crew will generally consist of two-three members: one camera operator, one audio person and one producer (only when necessary). The crew will have extensive experience working with Police and be certified in field and safety procedures in the field. As always they will follow the direction of their assigned law enforcement. Safety of the officers and film crew are paramount. At no time will safety be secondary to filming. Officers will control environment at all times and be able to stop filming at their discretion.

### **Access to Locations**

The primary locations for the series shall include public streets, police headquarters, police precincts, police locker-rooms, local jails, and patrol cars. BFE will be responsible for obtaining permission to shoot on any private property and county- owned jails.

### **Access to the Mission Police Station**

BFE requires access to one small area within the HCSO station to stage its operations, re-charge batteries, and undertake other production-related activities. BFE will be responsible for security of its equipment. BFE will need parking for two vehicles at the police station or at a parking lot adjacent to the police station.

### **Access to Key Characters**

The proposed main characters in the series would include 3 to 5 key officers involved in the HCSO. Coverage of officers would be simultaneous at times, but may also rotate periodically. No police officer will be filmed who has not given written permission. The privacy of all officers will be respected and strictly enforced.

### **Activities**

BFE filming may include, without limitation, any and/or all of the following activities:

- Investigations
- Operations
- Day-to-day police station meetings, shift changes, etc.
- Officers preparing for their shifts
- Any assignment process
- Day time patrol car ride along
- Night time patrol ride along
- Regular Interviews with key officers of the police station
- Activity at the police station
- Jail operations when appropriate, and as allowed by the individual county who operates the jail.

All access will be controlled by the HCSO's Public Information Officer as well as the specific officers involved. BFE will provide a liaison with the HCSO to maintain communication and updates at all times concerning the activities and whereabouts of the production crew. BFE will work with HCSO members to develop strict protocols in regards to the parameters of filming. The Series will not reveal any confidential investigative tactics that HCSO instructs BFE not to release as public information.