

ACCESS AGREEMENT

This agreement ("Agreement"), dated _____, sets forth the terms and conditions by and between Blackfin Inc. ("Producer") and the County of Tulare ("County"), on behalf of the Tulare County Sheriff's Department (the "Department"), in connection with the filming, recording, and production by Producer of the audiovisual project tentatively entitled "Unt. Heist Project" (the "Project"). Producer and County are each a "Party" and together are the "Parties" to this Agreement. In consideration of the mutual promises, covenants, and undertakings set forth in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties agree as follows:

1. Term. The term of this Agreement shall commence on the last date shown below and shall continue through and include the date that is eighteen (18) months following mutual execution of this Agreement (the "Term"). The Term of this Agreement may be extended for two (2) additional one (1) year periods.
2. Access. The County hereby grants and shall facilitate Producer's access to the Department premises and/or locations owned and/or controlled by the Department so that Producer may film and record for the Project during the Term, subject to Department approval, monitoring, and time limits. For the avoidance of doubt, such locations shall include, but not be limited to, (i) 833 S. Akers St., Visalia, CA 93277; (ii) 5959 S. Mooney Boulevard, Visalia, CA 93277; and (iii) 36004 Road 112, Visalia, CA 93291. Furthermore, the County grants Producer access to Department officers, personnel, employees and agents (collectively, the "Personnel") as necessary for the Project during the Term and any extension thereof. The Parties shall work together in good faith to agree on Personnel to be recorded by video or audio during production in order to capture and document the Department and its Personnel in the context of the Project. For the Department's security purposes, Producer shall provide the Department with identifying information regarding each member of the field production crew as requested by the Department. In all circumstances, the Department reserves the right to designate a representative to monitor recording. County and Department shall work with Producer in good faith on the foregoing and will not frustrate the intents and purposes of this Agreement.
3. Producer's Obligations.
 - a. Producer acknowledges and agrees that in order to protect the integrity of the Department's work, maintain the safety of officers and the public (inclusive of Producer's personnel), Producer shall comply with all instructions and restrictions (which shall be provided to Producer in advance in writing, if practicable) as directed by the Department for purposes of the foregoing, in the Department's sole discretion, at any and all filming locations. Any filming by Producer and the work of Producer's personnel shall not interfere in any manner with the execution and performance of the Department's and Personnel's duties. Excluding in connection with the filming of any development materials (e.g., presentation), then at Department's discretion, Producer's personnel may be required to pass background and fingerprint checks before they may have access to the non-public portions of Department's premises. Notwithstanding the foregoing, while filming any development materials (e.g., presentation), Producer's personnel shall only be required to submit to warrant checks before they have access to the public portions of Department's premises (excluding the prison). Producer shall promptly replace any of its personnel who fail, or refuse to undergo, such checks, or whom the County or Department, in its discretion, requests to be replaced with other personnel.
 - b. Producer acknowledges and agrees that it may not, during the course of filming and recording, put the Department to any expense it would not otherwise ordinarily incur and any filming and recording in connection herewith shall be done at no cost to the Department.
 - c. Producer shall be responsible for obtaining all legally necessary consents as determined by Producer in Producer's sole discretion. Producer shall provide County with copies of all such consent forms signed by Department Personnel.
 - d. Prior to approval of this Agreement by County, Producer shall file with the Clerk of the Board of Supervisors evidence of insurance as set forth in Exhibit A attached, which outlines the minimum scope, specifications, and limits of insurance required under this Agreement. Additional insured endorsements required as outlined in Exhibit A shall not be used to reduce limits available to County as an additional insured from

Producer's full policy limits. Insurance policies shall not be used to limit liability or to limit the indemnification provisions and requirements of this Agreement or act in any way to reduce the policy coverage and limits available from the insurer(s). Failure to maintain or renew coverage, or to provide evidence of renewal, may be considered a material breach of this Agreement.

e. Subject to the applicable network's approval and County's obligations set forth in Section 8(e) below, Producer shall provide two archival digital copies of the final, published, or broadcast version of any audio or video product or episodes that results from this Project following initial exhibition of such product or episode. One copy or copies will be provided solely for the Department's internal, non-commercial use, and one archival copy will be preserved by the Tulare County Film Commission solely for its non-commercial internal use.

4. Rights.

a. Producer intends to (i) produce footage concerning the Department and its Personnel at work, and (ii) capture any and all footage of the Department, Department Personnel, and Department operations to produce the Project. The Department hereby agrees and consents, and shall authorize the Department Personnel to agree and consent, to the filming and recording of the Department, the Department Personnel and the Department Personnel's voices and likenesses (all of the foregoing, the "Footage") and the use of the Footage in whole or in part. The Department irrevocably grants to Producer, and shall authorize Department Personnel to grant to Producer, all rights and consent or waive the same so as to permit the fullest use of the Footage or any part(s) thereof in all media, worldwide, in perpetuity. The Department agrees, and shall authorize the Department Personnel to agree that the Footage, the Department Personnel likeness(es), photograph(s) and biographical material about the Department and Department Personnel may be used for promotional purposes relating to the Project. Notwithstanding the expiration or termination of this Agreement for any reason whatsoever, Producer's rights in and to the Footage as set forth herein, and the applicable network's rights to exploit the Footage and/or Project, shall survive the expiration or earlier termination of this Agreement.

b. The County agrees that, as between the County and Producer, Producer shall own all right, title and interest (e.g., copyright, droit moral, etc.) in and to the Project and all elements thereof and relating thereto (collectively the "Material"), and the Material shall be solely created by the undersigned as a "work made for hire" for Producer for use as part of an audio/visual work within the meaning of U.S. Copyright Law and equivalent foreign laws in favor of Producer, with Producer being deemed the sole author, and, at all stages of completion, the sole and exclusive owner, of the Material and of all rights of every kind or nature, whether now known or hereafter devised (including, without limitation, all copyrights and all extensions and renewals of copyrights) in and to the Material in perpetuity, and throughout the universe and in all languages. Producer has the right to use, exploit and advertise the Material and the Project, in any form, matter and media, whether now known or hereafter devised, without any obligation whatsoever, other than as described in this Agreement, to the undersigned or any person or entity claiming through or on behalf of the undersigned. If, under any applicable law, the fact that the Material is a "work made for hire" is not effective to place authorship and ownership of the Material and the Project and all rights therein in Producer, or if it is determined that the Material or any part thereof does not constitute a "work made for hire" for Producer within the meaning of the copyright laws of the United States and/or equivalent foreign laws in favor of Producer, then to the fullest extent allowable and for the full term of protection otherwise accorded to the undersigned under such applicable law, the undersigned hereby assigns to Producer irrevocably, exclusively and perpetually all rights of every kind in and to the Material throughout the universe and any and all of the undersigned's right, title and interest in the Project and any other works now or hereafter created containing the Material.

c. The County irrevocably grants Producer the right to use the Department's proprietary intellectual property, names, trademark(s), logos or trade names as well the names and images of the Department (collectively, the "Department Images") in and in connection with the Project, as Producer may determine in its sole discretion. For the avoidance of doubt, Producer shall have the right to use or refer to Department Images visually and/or in dialogue as Producer shall determine in its sole discretion in connection with the Project.

d. As between the County and Producer, the Parties acknowledge and agree that any and all audio and/or visual recordings, the Footage, the Material and any element of the Project (all of the foregoing, the "Project Materials") shall be the sole and exclusive property of Producer at all times. The County hereby

acknowledges and agrees that Producer is the sole owner of the Project Materials and at no time, past, present or future, shall the County have an interest in, ownership of and/or access to the Project Materials.

5. Department Review.

a. The Department shall have the right to review a near final version of the applicable episode(s) intended for broadcast or public exhibition in which the Department is featured (each, an "Episode") of the Project solely to verify the factual accuracy of the investigation contained in the Footage included in the applicable Episode (the "Edit Restrictions"). Producer shall use reasonable good faith efforts to provide Department with a post-production schedule (and any changes thereof) and arrange for a designee of the Department (the "Representative") to screen a copy of the applicable Episode. Due to very tight production schedules in connection with the Project and other exigencies of production, the Department agrees to return any comments to Producer within three (3) business days (provided that Department shall use best efforts to return any comments to Producer within twenty-four (24) hours for production exigencies) of the Department's receipt of the applicable Episode (the "Review Period"). If Producer does not receive comments within the Review Period, the Footage in such Episode shall be deemed approved. If the Representative provides timely comments consistent with the Edit Restrictions, Producer shall meaningfully consult with the Department and make good faith efforts to depict the investigation accurately. Notwithstanding the foregoing, as between Producer and the County, Producer shall have the absolute discretion to determine the editorial content of the Project and each episode thereof including, but not limited to, tone, theme, featured events and story line and Producer shall be allowed to address such Edit Restrictions in a manner consistent therewith. The Representative will not exercise its Edit Restrictions in a manner intended to frustrate or intentionally interfere with production of the Project and will use good faith efforts to approve a reasonable amount of material to enable the Project to be produced (pursuant to the terms herein).

b. Producer hereby acknowledges that the Project shall not contain any confidential, non-public investigatory, procedural and/or operational information concerning the Department which could impair the integrity of an investigation, such as the identity of a confidential informant ("Confidential Information"), and upon written notification during the Review Period as set forth in paragraph 5(a) by the Representative of the inclusion of such Confidential Information, Producer shall make good faith efforts to address any such issues, otherwise its inclusion shall be deemed approved.

6. Exclusivity. The County hereby confirms that during the Term of this Agreement, the County and Department will not (i) enter into an agreement with another media company or other third party for the production of any project that includes, features or in any way depicts the Tulare County Sheriff's AG Crime Unit ("AG Unit"), or (ii) extend the same level of cooperation with another media company or third party, in connection with and for the filming of an observational documentary program or series that includes or features the AG Unit. For the sake of clarity, nothing contained herein shall prohibit (i) the Department from participating in any other types of television program (e.g., news programs, including local news features) that are not similar in theme, style or subject matter as the Project, (ii) the Department from participating in any program that would not act as a "spoiler" for the Project, or (iii) the individuals comprising the AG Unit from appearing in any other television program, provided that such appearance is not a starring, featured, or reoccurring role. County and Department reserve the right to participate in other observational documentary programs or series that center on units within the Department, or functions of the Department, so long as such programs or series does not include or feature the AG Unit.

7. Representations and Warranties. The undersigned for the County represents and warrants (i) it has the right, power and authority to enter into this Agreement and to fulfill its obligations and grant the rights hereunder; (ii) there is no contract with any other person, firm, corporation or entity which will in any way interfere with the rights granted to Producer hereunder or with the performance of the Department's obligations under this Agreement; and (iii) there are no additional permissions necessary for the County or Department to be able to grant the rights or fulfill its obligations hereunder or any such additional permissions already have been obtained by Department.

8. Miscellaneous.

- a. Producer shall be under no obligation to actually use the Footage in any manner.
- b. The Parties expressly agree that the relationship between them under this Agreement is that of two principals dealing with each other as independent entities subject to the terms and conditions of this Agreement, and that Producer is an independent journalist. At no time, past, present or future, shall the relationship of the Parties be deemed, nor is it intended, to constitute an agency, partnership, joint venture, or collaboration for any reason whatsoever. Neither Party shall have the right, power or authority at any time to act on behalf of, bind or represent the other Party.
- c. The County acknowledges that Producer is expending monies in reliance of this Agreement and in the event of a breach by Producer, the County acknowledges and agrees that the damage, if any, caused thereby will not be irreparable or otherwise sufficient to entitle the County or the Department to injunctive or other equitable relief; the County's remedy in such case being strictly limited to the right to recover damages, if any, in an action at law. Notwithstanding the foregoing, if during filming and recording on the Department premises, the Department deems that Producer's activities are impairing the integrity of an investigation, then the Department shall provide Producer with written notice of such impairment and if Producer fails to cure such impairment within a reasonable amount of time the Department may rescind the access to the Department premises as granted to Producer pursuant to Paragraph 2 above.
- d. Producer shall at all times defend, indemnify and hold the Department harmless from and against any and all claims, damages, liabilities, costs and expenses, including reasonable outside attorney's fees (collectively, "Claims"), arising out of any breach of any of Producer's obligations contained herein and in connection with the development, production and/or exploitation of the Project; provided, however, that the foregoing defense and indemnification obligation shall not apply to any Claims arising out of or resulting from: (i) any breach of any of the County's representations, warranties or agreements herein; or (ii) malfeasance and/or gross negligence and/or other intentional tortious acts or omissions committed by the County or Department and/or any of the County's or Department's respective agents, employees, guests or invitees (e.g., Department or other County Personnel). This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.
- e. The County and Department shall not at any time issue, authorize or participate in any news story, magazine article or other publicity or information of any kind relating to the Project, or Producer or disclose any confidential information of Producer's without Producer's written consent in each instance. County and Department shall be permitted to incidentally refer to the County and Department's involvement with the Project provided that same is not derogatory of the Project or any person or entity involved therewith. Notwithstanding the foregoing and for the avoidance of doubt, this paragraph shall not prevent the Department from releasing to the press and/or local news any information regarding a case that is featured in or relates to the Project. Except for disclosure by Producer to a third party broadcaster and in connection with the exploitation of the Project, the Parties agree that this Agreement is confidential and that they may not disclose the contents to any third party apart from their professional advisors or as may be required by subpoena, legal process, or by law. Producer acknowledges and accepts that this Agreement and its approval by County's governing board is subject to public disclosure pursuant to California's Open Meeting Law found at California Government Code sections 54950 et seq. Producer also acknowledges and accepts that this Agreement is subject to disclosure under the California Public Records Act. In the event this Agreement must be disclosed pursuant to the foregoing, County shall only disclose the minimum amount of this Agreement necessary to comply with such law or act, as applicable.
- f. Producer may assign any and all rights granted under this Agreement, including, without limitation, to the applicable network.
- g. This Agreement contains the complete and binding understanding and agreement between the Parties hereto, superseding any prior or contemporaneous agreements, negotiations or understandings (written or oral) between them, and may not be amended or otherwise changed except by a written instrument signed by both Producer and the County. In signing this Agreement, the undersigned is not relying on anything that is not expressly contained in this Agreement. The rights granted herein shall inure to the benefit of Producer, its licensees, successors and assigns. This Agreement is subject to and shall be governed by and construed in accordance with the laws of the State of California without reference to its choice of law provisions. If any

paragraph herein is unenforceable, then such paragraph shall be of no effect on any other paragraph hereof. No waiver of any breach hereof shall be deemed a waiver of any other breach hereof. Facsimile, digital, and/or emailed signatures 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.

b. Both Parties represent and warrant that the individual(s) signing this Agreement on their behalf are duly authorized and have legal capacity to sign this Agreement and bind said Party to its terms. Both Parties acknowledge that the other Party has relied upon this representation and warranty in entering into this Agreement.

i. The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

AGREED AND ACCEPTED:

County of Tulare

Blackfin Inc.

By: _____
J. Steven Worthley
Chairman, Board of Supervisors

By: _____
Geno McDermott
Chief Executive Officer

Date: _____

Date: 3/5/2018

ATTEST: MICHAEL C. SPATA
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By: _____
Deputy Clerk

By: _____
Name: _____
Title: _____

Approved as to Form
County Counsel

Date: 3/5/2018

By: _____
Deputy

Date: 4/2/18

Matter No. 20180499

EXHIBIT A INSURANCE REQUIREMENTS

PRODUCER shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by PRODUCER, its agents, representatives, employees and subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Insurance Services Office Commercial General Liability coverage of \$1,000,000 combined single limit per occurrence (occurrence Form CG 00 01). If an annual aggregate applies it must be no less than \$2,000,000.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, (any auto) of \$1,000,000 per occurrence. If an annual aggregate applies it must be no less than 2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

B. Specific Provisions of the Certificate

1. PRODUCER must submit endorsements to the General Liability and Auto Liability reflecting the following provisions:
 - a. The COUNTY, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired or borrowed by PRODUCER.
 - b. For any claims related to this Project, PRODUCER's insurance coverage shall be primary insurance as respects COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, agents, officials, employees or volunteers shall be excess of PRODUCER's insurance and shall not contribute with it.
 - c. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been provided to the County.
2. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of COUNTY for all work performed by PRODUCER, its employees, agents and subcontractors.

a. Waiver of Subrogation. The workers' compensation policy shall be endorsed with a waiver of subrogation in favor of COUNTY for all work performed by PRODUCER, its employees, agents and subcontractors. PRODUCER waives all rights against COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability

C. Deductibles and Self-Insured Retentions

The COUNTY Risk Manager must approve any deductible or self-insured retention that exceeds \$100,000.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-VII and a Standard & Poor's rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

E. Verification of Coverage

Prior to approval of this Agreement by COUNTY, PRODUCER shall file with the submitting department, certificates of insurance with original endorsements effecting coverage and a copy of the declarations page from the policy in effect in a form acceptable to COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.