

City of Omaha
Omaha Police Department
505 S. 15th Street
Omaha, NE 68102

Attn: Mayor Jean Stothert
Chief Todd Schmaderer

Re: COPS Agreement

Dear Mayor Stothert,

This letter will confirm our understanding of conditions under which Langley Productions, Inc. ("LP") will produce episodes of COPS with the cooperation of the City of Omaha ("City") and the Omaha Police Department (the "Department").

1. Term. The term of this Agreement shall commence upon the date this letter Agreement is signed and shall continue for a period of 3 months (the "Term").

2. Access. The City hereby grants and shall facilitate LP's access to the Omaha Police Department generally, including, without limitation, access to the Department premises and/or locations owned and/or controlled by the City so that LP may film and record for the Series during the Term. Furthermore, the City grants LP access to Department officers, personnel, employees and agents (collectively, the "Personnel") necessary for the Series during the Term and any extension thereof. The City shall authorize Personnel to allow video and audio recorded during production in all circumstances and locations related to the Series as LP may reasonably require to capture and document the Department and its Personnel in the context of the Series. For the Department's security purposes, LP shall provide the Department with identifying information regarding each member of the field production crew as requested by the Department.

3. Producer's Obligations.

a. The Department will be fully consulted in advance of LP filming, after which the Department will allow LP reasonable access to officers and situations such officers encounter. All LP film activity will be subject to and under control of the Department officer in charge. LP 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 LP's personnel), LP shall comply with all instructions and restrictions 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 LP and the work of LP's personnel shall not interfere in any manner with the execution and performance of the Department's and Personnel's duties. LP recognizes that some officers and citizens may refuse to be filmed and that the Department has no obligation to compel them to do so.

b. Producer acknowledges and agrees that it may not, during the course of filming put the Department to any expense it would not otherwise ordinarily incur

and any filming in connection herewith shall be done at no cost to the Department. Should City incur any overtime expenses for its police personnel due to LP's use of any City property LP agrees to reimburse City such costs.

c. Producer shall be responsible for obtaining all necessary consents including the written consent of Department Personnel featured in the Series, and such consent by the Personnel is hereby expressly authorized by the City.

d. City may require LP to obtain any applicable permit, including a street closure permit with restricted hours, and may reasonably limit periods of filming on the Property where necessary, in the City's sole discretion, for the proper conduct of City business or for emergency conditions. LP shall permit any vehicle or persons to enter upon and exit the Property and adjacent streets during the term of this Agreement and LP agrees that City shall not be liable for any injury, damage, or loss of any type arising out of the presence or travel of any vehicle or person on or about the Property or due to any limitations which City imposes for the proper conduct of City business. LP shall be required to pay meter hooding fees, if applicable.

e. Nothing in this Agreement authorizes LP or its employees, agents, or other persons or entities authorized by LP to remove or rearrange any signage, device, furniture, equipment, or other personal property of the City or its employees on the Property without the express prior approval of the City. In addition, LP shall use reasonable care to prevent damage to the Property or any personal property on the Property and will leave the Property in substantially the same condition as when entered by LP. City shall advise LP of any defects and dangers of which the City is aware in relation to the Property. LP shall remove all equipment immediately upon completing the production activity.

4. Department Review.

a. LP hereby grants Department the right to review and approve all completed segments prior to "on-lining" with final effects and sound prior to broadcast. LP agrees to provide the Department's Designated Officer with approval copies of each segment no less than twenty (20) days prior to segment on-lining. In consideration of the time-sensitive nature of LP delivery requirements, Department agrees to provide any notes or comments regarding substantive segment content no less than ten (10) working days prior to the segment on-lining. If the Department's Designated Officer provides timely comments pursuant to this paragraph, LP shall meaningfully consult with the Department and make good faith efforts to depict the segment accurately.

b. LP hereby acknowledges that the Series 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 4(a) by the Representative of the inclusion of such Confidential Information, LP shall make good faith efforts to address any such issues, otherwise its inclusion shall be deemed approved.

c. LP hereby agrees that in a case where an arrest has been made, LP shall not air

any part of the investigation before the criminal suspect has had his/her preliminary hearing.

5. Indemnification and Insurance.

a. LP agrees that it shall indemnify, defend and hold harmless, the City, its officers, agents, employees and administrators from and against any and all claims for damage and liability for injury to or death of persons; and for damage to or destruction of property occurring during and arising out of the acts or omission of LP, its employees and/or agents with regard to LP's filming; and shall pay the reasonable cost of defending lawsuits resulting therefrom, including, but not limited to, reasonable attorneys fees, court costs and any judgment awarded to a third party as the result of such suit. In accordance with the foregoing, LP also agrees to indemnify, defend and hold harmless the City from and against all claims related to intellectual property claims arising out of LP's filming activities.

b. The City of Omaha shall be named an additional insured on LP's Comprehensive General Liability Insurance Policy, which shall be written and maintain in effect during the term of this Agreement, with companies licensed to do business in the State of Nebraska, at minimum, policy limits of \$1,000,000/\$5,000,000 for bodily injury or death and property damage. LP's insurance coverage shall be primary insurance with respect to the Department, its officers, employees and administrators. Any insurance or self-insurance maintained by the City, its officers, agents, employees or administrators shall be in excess of LP's insurance, and shall not contribute with it.

c. This Agreement represents a complete and binding contract between the parties hereto, superseding any prior 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 LP and the City. The rights granted herein shall inure to the benefit of LP, 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 Nebraska without reference to its choice of law provisions.

If the foregoing conforms to your understanding of the Agreement, please sign in the space provided below. Upon full execution thereof, this Agreement shall be binding.

AGREED AND ACCEPTED

City of Omaha

LANGLEY PRODUCTIONS

By: Trevor Stockert

By: Zach Ragsdale

Its: Mayor

Its: Producer

APPROVED AS TO FORM:

Michelle Titus 3

ASSISTANT CITY ATTORNEY

5/22/14