

RESOLUTION NO. 673 2017

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH LWT ENTERPRISES, INC., FOR FILMING THE MOUNTED UNIT, AT NO COST TO THE GOVERNMENT.

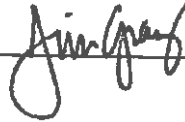
BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the agreement, which is attached hereto and incorporated herein by reference, with LWT Enterprises, Inc. for filming the mounted unit.

Section 2 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: November 9, 2017

MAYOR



ATTEST:



CLERK OF URBAN COUNTY COUNCIL

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LWT Enterprises, Inc.
15303 Ventura Blvd. Building C, Suite 800
Sherman Oaks, CA 91403

As of November 9, 2017

LFUCG o/b/o the Division of Police
150 East Main Street
Lexington, Kentucky 40507

Attn: Chief Mark G. Barnard

Re: "Mounted Division (wt)" Access Agreement

Dear Chief Barnard,

This letter agreement ("Agreement") sets forth the terms and conditions between LWT Enterprises, Inc. ("Producer") and LFUCG on behalf of the Division of Police (LFUCG and Division of Police collectively the "Department"), in connection with the filming and recording by Producer of the television series tentatively entitled "Mounted Division (wt)" (the "Series") in and around Lexington, Kentucky. In consideration of the promises and covenants set forth in this Agreement, the parties agree as follows:

1. Term. The term of this Agreement shall commence upon the date set forth above and shall continue for a period of one (1) year (the "Term"). Upon the mutual agreement of the Department and Producer, the Term of this Agreement may be extended for two (2) additional one (1) year periods.
2. Access. The Department hereby grants and shall facilitate Producer's access to the Department generally, including, without limitation, access to the Department premises and/or locations owned and/or controlled by the Department so that Producer may film and record for the Series during the Term. Furthermore, the Department grants Producer access to Department officers, personnel, employees and agents (collectively, the "Personnel") necessary for the Series during the Term and any extension thereof. The Department shall authorize Personnel to allow video and audio recorded during production in all circumstances and locations related to the Series as Producer may reasonably require to capture and document the Department and its Personnel in the context of the Series. Notwithstanding the foregoing, Producer understands that the Department may not grant rights on behalf of its Personnel and that the participation of any of the Department's Personnel shall be subject to their agreement to appear and/or participate on camera with Producer. 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.
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 as directed by the Department for purposes of the foregoing, in the Department's sole discretion, at any and all filming locations. Producer understands that access to certain areas within the Department

shall be restricted and/or not accessible for filming due to the sensitive and/or confidential nature of activities in connection with the Department's work which may be located and/or occurring therein. 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.

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.

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 Department.

d. Producer will hereby agrees that it shall carry insurance up to \$1,000,000 (One Million US Dollars) per occurrence and \$2,000,000 (Two Million US Dollars) in the aggregate to indemnify the Department for any liability, loss, claim, or proceedings arising from statute or common law in respect of personal injury (and/or death) of any person and loss or damage to property to the extent such injury, death, loss, or damage is caused by the negligence, omission, or default of Producer or any person for whom Producer is responsible provided always that Producer is notified immediately of any third party claims.

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 Series. 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 Series. 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 Network's right to exploit the Footage and/or Series, shall survive the expiration or earlier termination of this Agreement

b. The Department agrees that, as between the Department and Producer, Producer shall own all right, title and interest in and to the Series and all elements thereof and relating thereto (collectively the "Material"), and the Material will 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, 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, with the right to use, exploit and

advertise the Material and the Series, 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 Series and all rights therein in Producer, or in the event that it is determined that the Material or any part thereof does not constitute a “work make for hire” for Producer within the meaning of the copyright laws of the United States, 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 Series and any other works now or hereafter created containing the Material.

c. The Department 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 Series, 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. Notwithstanding the foregoing, grant of any rights in or to the Department’s trademarks and/or logos shall be limited to those which the Department is able to grant rights to use. Producer shall not include any trademarks or logos which the Department identifies as not authorized for use in connection with the Series.

d. As between the Department and Producer, the parties acknowledge and agree that any and all audio and visual recordings, the Footage, the Material and any element of the Series (all of the foregoing, the “Series Materials”) shall be the sole and exclusive property of the Producer at all times. The Department hereby acknowledges and agrees that Producer is the sole owner of the Series Materials and at no time, past, present or future, shall the Department have an interest in, ownership of and/or access to the Series Materials.

5. Department Review.

a. The Department shall have the right to review a near final version of the applicable episode(s) in which the Department is featured (each, an “Episode”) of the Series to verify the factual accuracy of the investigation contained in the Footage included in the applicable Episode. Producer shall arrange for Chief Barnard or a designee (the “Representative”) to screen a copy of the applicable Episode. Due to very tight production schedules in connection with the Series and other exigencies of production, the Department agrees to return any comments to Producer within five (5) business days of the Department’s screening and review 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 pursuant to this paragraph, 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 Department, provided that Producer use all good faith efforts to depict the investigation accurately pursuant to the terms hereof and have incorporated and/or given due consideration for any comments or notes received from Representative, Producer shall have the absolute

discretion to determine the editorial content of the Series and each episode thereof including, but not limited to, tone, theme, featured events and story line provided that Producer shall not portray the Department in a negative or false light.

b. Producer 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 5(a) by the Representative of the inclusion of such Confidential Information, Producer shall address any such issues and remove any Confidential Information, otherwise inclusion of any information in the show which has not been identified as confidential by the Representative during the Review Period shall be deemed approved.

6. Exclusivity. The Department hereby confirms that during the Term of this Agreement, the Department will not, prior to the first transmission of the initial Episode of the Series featuring the Department, (i) enter into an agreement with another media company similar to this Agreement, or (ii) extend the same level of cooperation with another media company, in connection with and for the filming of an observational documentary program or series that is similar in theme, style or subject matter of the Series that may be broadcast on television. For the sake of clarity, nothing contained herein shall prohibit 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 Series, or participate in any program that would not act as a "spoiler" for the Series.

7. Representations and Warranties. The LFUCG 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 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. LFUCG acknowledges that Producer is expending monies in reliance of this Agreement and in the event of a breach by Producer, LFUCG acknowledges and agrees that the damage, if any, caused thereby will not be irreparable or otherwise sufficient to entitle

LFUCG to injunctive or other equitable relief; LFUCG's remedy in such case being strictly limited to the right to recover damages, if any, in an action at law.

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 Series; provided, however, that the foregoing defense and indemnification shall not apply to any Claims arising out of or resulting from: (i) any breach of any of the Department's representations, warranties or agreements herein; or (ii) malfeasance and/or gross negligence and/or other intentional tortious acts or omissions committed by the Department and/or any of the Department's respective agents, employees, guests or invitees.

e. The 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 Series, or Producer or disclose any confidential information of Producer's without Producer's written consent in each instance. 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 Series. Except for disclosure by Producer to a third party broadcaster and in connection with the exploitation of the Series, 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 Kentucky Open Records Act.

f. Producer may assign any and all rights granted under this Agreement including, without limitation, to the Network.

g. 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 Producer and the Department. 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 Kentucky 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

LFUCG
o/b/o the Division of Police

By: _____
Its: Mayer

LWT Enterprises, Inc.

By: _____
Its: GC/EVP