County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169

LEROY D. BACA, SHERIFF

January 9, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

APPROVE AGREEMENT WITH INVASION TV, INC., REGARDING REALITY TELEVISION SHOW AND DELEGATE AUTHORITY TO THE SHERIFF TO AMEND SIMILAR AGREEMENTS TO ESTABLISH EXCLUSIVITY (ALL DISTRICTS) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chairman of the Board of Supervisors to sign Access and License Agreements authorizing Invasion TV, Inc., (Producer) to develop and produce "reality" television/cable programs, which will depict the Los Angeles County Sheriff's Department's Homicide Bureau.

2. Delegate authority to the Sheriff to execute amendments to similar Access and License Agreements approved by the Board of Supervisors, for purposes of establishing exclusivity of rights regarding subject matter depicting the Department.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Producer proposes to produce a high quality television/cable program depicting the Los Angeles County Sheriff's Department's (Department) Homicide Bureau. The Producer intends to film the daily activities of Homicide Bureau's personnel within various functions and related Department activities, and may request the public's help with regard to unsolved cases where appropriate. The Producer will also use the Department's intellectual property, such as the star, uniform patch, slogan, "A Tradition of Service," and name, "Los Angeles County Sheriff's Department," in the program.

This Access and License Agreements provides benefits for the County, including compensation, and the ability to control the use of the Department's intellectual property. This agreement will ensure that the intellectual property retains its integrity and strength. The program will showcase important work performed by the Department.

The delegated authority to the Sheriff will permit the Sheriff to enter into amendments to Access and Licensing Agreements that have been approved by your Board for purposes of establishing exclusivity where appropriate. Prior Access and Licensing Agreements for reality shows have been approved by your Board on a non-exclusive basis. This has permitted the County to enter into multiple agreements with various producers who may or may not be successful at obtaining a licensing agreement with a network. In the event that a producer is successful in obtaining a licensing agreement, the networks generally require that the producer have exclusive rights to the subject matter. Delegating authority to the Sheriff to enter into such amendments will streamline the process of finalizing an agreement with a network and will prevent the need to return to your Board for an amendment every time such a licensing agreement is reached.

Implementation of Strategic Plan Goals

Approval of the proposed License Agreement would support the Los Angeles County Strategic Plan Goal 4, Fiscal Responsibility, by strengthening the County's fiscal capacity, managing effectively the resources we have, and increasing public-private partnerships.

FISCAL IMPACT/FINANCING

The agreement provides the following economic terms:

Option: The Producer has an initial option period of six months. If the Producer elects to exercise its option to license the rights and obtain the access set forth in the agreement, the Producer will pay the County five percent (5%) of the license fee the Producer receives plus the following amounts:

Profit Participation: Ten percent (10%) of one hundred percent (100%) of the Producer's profits in the series. No other entity, including the Producer, may receive a more favorable definition of profit than the County.

Clearance Expenses: Legal fees incurred by the County's outside counsel in connection with review of the pilot, presentation, and each episode, not to exceed $1,000 for a half-hour episode or the fees payable to Producer's legal counsel.

In addition, the Producer has agreed to reimburse the County for its legal costs and fees incurred in the negotiation and preparation of the agreement, not to exceed $5,000.

The amount of revenue to the County will depend upon whether the Producer is able to obtain a licensing agreement with a network and the amount of the licensing fee and profits.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Significant legal terms of the agreement include the following:

Rights: The County grants to the Producer a non-exclusive license to film and record certain property, intellectual property, and/or trademarks owned/controlled by the County for use in the series.

The County will provide access to Department personnel for the purpose of filming and recording a reality television series depicting the daily activities of the men and women of the Department, while on and off duty, including the Homicide Bureau and related specialized units of the Department. No custody operations shall be included.

The television rights, which will be granted to the Producer, includes the rights to exhibit the series on free, pay, or subscription television. The grant of rights specifically prohibits any merchandising rights in the property.

Security Controls

All access to the Department's personnel, facilities, and investigations are subject to prior approval and sole and absolute discretion of the Department. The Department will allow the Producer to observe Department employees performing their usual duties (subject to the employee's consent and execution of appropriate releases), provided that recording does not interfere, whatsoever, with the performance of the duties of Department personnel. The Producer is required to comply with instructions of County personnel. The Department has the right to prohibit any employee or agent of the Producer from filming or participating in the production and limit the number of employees. The Producer also agrees not to air or distribute any of the film until any associated criminal case has been completed or identification of criminals and officers are blurred, unless the Producer receives prior written permission from the District Attorney's Office or the captain of Homicide Bureau.

Privacy Controls

The Producer is solely responsible for and must obtain consent, release, and permission from all non-County employees to be interviewed, utilized, or portrayed in

the production, and agree that County employees will not be involved in obtaining any form of consent from non-County employees. The Producer indemnifies the County against all expenses related to any claims related to failure to obtain such releases.

The Producer is prohibited from accompanying, or requesting to accompany, deputies into areas that are not accessible to the public, including areas where deputies gain access by virtue of their authority as peace officers, including homes, ambulances, private businesses, or private dwellings. Violation of this prohibition is cause for immediate termination of the contracts.

Creative Controls: The Department will be provided with copies of videotapes of the programs at least fifteen (15) days before the program is scheduled to broadcast. The County will have the sole discretion to require the Producer to edit, revise, or eliminate sensitive, privileged, and confidential information, and information which may increase the risk of liability to the County or may be in violation of any law or violate any individual's or County employee's rights. The Department will have the sole discretion to require the Producer to edit, revise, or delete any scenes which the County determines inaccurately depicts the Department or its employees. The Producer agrees not to derogatorily depict the County, the Department, or their employees, officers, and agents. In order to preserve the strength of the intellectual property and prevent its denigration or tarnishment, the Producer will use the intellectual property in accordance with the Department's guidelines.

Cost Controls: The Producer will create, develop, and film the program at no cost to the County. If any costs (i.e., use of County facility) are incurred by the County, the Producer will pay the County the appropriate fees. The Producer is prohibited from requiring or requesting Department employees from performing any reconstructed scene, however, off-duty Department employees may provide verbal descriptions of the scenes subject to appropriate releases. Any technical or factual advice provided to the Producer by Department employees must be done on personal time, except for a technical and factual advisor who will be assigned with regard to use of the Department's property (e.g. badge, logos). The Department's technical advisor is an existing deputy position stationed at Sheriff's Headquarter's Bureau, assigned to the Film and Media Section, who is responsible for overseeing all ongoing Department film and media projects.

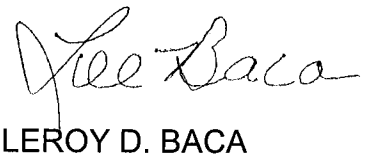
CONTRACTING PROCESS

As the proposed License Agreement does not constitute a contract for services or involve the purchase of goods or commodities, the customary Board-mandated provisions required in such an agreement are not necessary in this instance.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The License Agreement will have no direct or significant impact on current services. The programs will be developed and made at no cost to the County. Successful television programming is anticipated to have a positive impact on the morale of County employees, particularly those in the Department, and may positively affect the Department's ongoing recruitment efforts.

Sincerely,



LEROY D. BACA
SHERIFF

ACCESS AND LICENSE AGREEMENT

This agreement ("Agreement") dated as of January _____, 2007, is entered into between the County of Los Angeles, a public government agency having a principal place of business at 4700 Ramona Boulevard, Monterey Park, California 91754 (hereinafter referred to as "County") and Invasion TV, Inc., a California corporation having a principal place of business at 3465 Oak Glen Drive, Los Angeles, California 90068-1313 (hereinafter referred to as "Producer"). This Agreement shall be effective (the "Effective Date") upon the later of full execution of this Agreement and the date the Agreement is approved and executed by the County of Los Angeles Board of Supervisors ("Board of Supervisors").

This Agreement is entered into upon the following set of facts:

RECITALS

1. The Los Angeles County Sheriff's Department ("LASD"), maintains one of the largest, most sophisticated and highly-regarded law enforcement agencies in the world.

2. Producer is interested in developing and producing a reality, non-scripted a half or one hour television series ("Series") currently entitled "Task Force: Homicide" for exhibition on prime time network television, cable network or another designated commercial broadcast network (collectively and individually "Network"). The Series shall focus on nine (9) LASD officers (both on duty and off duty) and their investigations of real murder cases by the LASD Homicide Bureau of the Detective Division (the "Homicide Bureau"). Each Episode of the Series shall depict a "fresh look" at a murder case, including current homicide investigations which shall be subject to the approval of the LASD in each instance, in the LASD's sole and absolute discretion,or unsolved murder cases of the Homicide Bureau. The audience will be invited to provide information regarding the unsolved murders depicted in the Series via an 800 number at the end of each Episode, similar to shows such as "America's Most Wanted." The Series may eventually expand to law enforcement agencies across the United States. The initial television episode ("Episode") and any additional Episodes produced pursuant to this Agreement shall be collectively referred to as the "Series."

3. In order to develop and produce the Series, Producer is seeking (i) access (the "Access Rights") to the LASD's Homicide Bureau personnel and the LASD's closed files as they specifically pertain to the Homicide Bureau and as set forth more specifically in Paragraph 4 of this Agreement and (ii) a non-exclusive license

("License") to film and record certain property, intellectual property and trademarks owned and/or controlled by the County as set forth in Exhibit A attached to this Agreement and incorporated into this Agreement by this reference (collectively the "Property") for use in the Series only. The Access Rights and the License are sometimes referred to collectively in this Agreement as the "Rights." For the avoidance of doubt, the County grants no merchandising rights in the Property.

4. County has developed and created rights in the Property and has secured copyright, trademark and service mark registrations in the United States for some of the items listed as Property on Exhibit A. Exhibit A is not an exhaustive list of all property, intellectual property and/or trademarks owned and/or controlled by the County. County has and will continue to police, monitor, and regulate the use of its Property to retain the integrity and strength of its Property and to ensure the favorable and positive identification of the Property and County and the LASD, whether or not such Property has been registered.

5. County believes that a high quality television production such as contemplated by Producer under this Agreement can serve to further enhance its image and to promote the LASD's core values (hereinafter referred to as the "Core Values") which are attached to this Agreement as Exhibit B and incorporated into this Agreement by this reference.

6. Producer believes it would be to its advantage to facilitate the production of a high quality, credible television series portraying the LASD.

7. County would like to (ii) grant the Access Rights and to (ii) License to the Property to Producer in exchange for compensation and the other promises contained in this Agreement; and

For good and valuable consideration and in further consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

1. OPTION/EXERCISE OF OPTION

(a) In consideration of the Producer developing a reality television series depicting the Homicide Bureau, County grants to Producer the option ("Option") to (i) obtain the Access Rights on a non- exclusive basis until County's receipt of a written notice of a binding "License Agreement" for the Series, if ever, and thereafter on an exclusive basis as set forth below in Paragraph 1(e) below and (ii) obtain a non-exclusive license to use the Property in the Series commencing on the Effective Date above and continuing thereafter for a period for six (6) months ("Option Period") for

use in the development, production and exhibition of one (1) reality television series for exhibition on a Network and in ancillary markets, including but not limited to, pod casts, DVDs, VOD, wireless media and similar media now known or later devised.

(b) For purposes of clarification, the first season shall be deemed to commence on the first day of principal photography of the pilot/presentation and/or first episode of the Series and continue thereafter for a period of one (1) year ("First Season"). Each subsequent season of the Series, if any, will commence on the expiration of the immediately preceding season and continue thereafter for a period of one (1) year.

(c) The Option Period will be extended automatically for up to sixty (60) days during any period during which Producer is in substantial negotiations with a third party for the television license of the Series ("License Agreement") and/or to document the License Agreement. Prior to the expiration of the Option Period, Producer will provide the County with written notice of any pending negotiations with a third party for a License Agreement.

(d) Prior to the expiration of the Option Period provided Producer has entered into a binding License Agreement for the Series, Producer may elect, in its sole discretion to exercise the Option for the First Season upon written notice to the County and by payment to County of the amounts set forth in paragraph 2 below. At such time, Producer shall provide County with written notice of the production schedule for the First Season. Producer shall provide County with the production schedule for each subsequent season of the Series, if any, no later than ninety (90) days prior to the commencement of production of the applicable season.

(e) Notwithstanding anything contained in this Agreement to the contrary, upon County's receipt of written notice that a binding License Agreement for the Series has been fully entered into and continuing thereafter for a period of (i) one (1) year from the completion of principal photography of the last Episode of the Series or (ii) one (i) year from the initial exhibition of the last Episode of the Series, whichever period is earlier, the County shall not thereafter enter into an agreement granting the right to any third party to film and/or record a reality television series to be based on the Homicide Bureau. For the avoidance of doubt, County shall not be prohibited from the following:

(i) Contributing to, or participating in, any local, national or international news items and/or documentaries for television or cable news productions regarding the Homicide Bureau;

(ii) Guest appearances by County personnel on any national television, cable, film, news or other episodes regarding the Homicide Bureau;

(iii) Any scripted television episode and/or scripted series based in whole or in part on the Homicide Bureau and/or feature films based in whole or part on the Homicide Bureau;

(iv) Granting access to any third party to film and/or record a reality television series which may on occasion depict officers, locations and/or other investigations of the Homicide Bureau.

Notwithstanding anything contained herein, Producer acknowledges that pursuant to California law, members of the public may have access to certain and/or similar information provided to Producer by County as a result of the Access Rights granted hereunder.

(f) County and Producer acknowledge that other groups, corporations, persons, businesses, or entities may wish to license the Rights. Notwithstanding anything contained in this Agreement, County, in its sole and exclusive discretion, may grant rights and additional licenses of any type excluding, however, the rights herein granted to any other group, corporation, business, person, or organization, including but not limited to, non-profit organizations, in the Rights.

(g) All rights not specifically and clearly granted in this Agreement by County are reserved by County.

2. SERIES FEES/PROFIT PARTICIPATION/CLEARANCE EXPENSE

(a) Series Fees: On or before the expiration of the Option, but in no event later than commencement of principal photography of any Episode of the Series, Producer, in its sole discretion, may elect upon written notice to exercise the Option by payment to County in an amount equal to five percent (5%) of the license fee, Producer receives and/or is entitled to for the production of the Pilot and/or any and all Episodes based upon the LASD and/or the Access Rights and/or the License in Property. The schedule for payment of such fees shall be fifty percent (50%) of the applicable Episode fee upon commencement of principal photography and fifty percent (50%) upon delivery of the applicable Episode, but in no event later than Producer's receipt of all fees in connection with the applicable Episode. Upon full execution of the License Agreement, Producer shall submit documentation to the County evidencing the license fee payable to Producer pursuant to the License Agreement.

(b) Profit Participation: County shall be entitled to receive an amount equal Ten Percent (10%) of One Hundred Percent (100%) of Producer's profit participation in the Series, which shall include exploitation of the Series from any and all sources in the universe in perpetuity. The profit participation definition accorded County shall be no less favorable than that accorded any other participant, including but not limited to, the definition accorded Producer.

(c) County's Clearance Expenses: Producer shall pay for any and all reasonable fees incurred by the County's outside legal counsel in connection with the review of the pilot, presentation and each Episode of the Series as specified in Paragraph 4, provided that such fees shall not exceed One Thousand Dollars ($1,000) for a half hour Episode or the fees payable to Producer's legal counsel. Producer will include such fees as a line item in the budget for the pilot, presentation and all Episodes of the Series.

3. ATTORNEYS' FEES AND COSTS:

Producer agrees to reimburse County for its legal costs and fees incurred in the negotiation and/or preparation of this Agreement provided that such costs and fees shall not exceed Five Thousand Dollars ($5,000). Such fees and costs shall be payable upon full execution of this Agreement.

4. THE SERIES: ACCESS RIGHTS/LICENSE IN PROPERTY/APPROVALS/ CONTROLS

(a) Access Rights:

(i) In exchange for the consideration payable to the County and other promises set forth in this Agreement, County agrees to grant "Access Rights" to the Homicide Bureau on an non-exclusive basis, subject to the provisions of 1(e) above to Producer to the LASD. The "Access Rights" are defined as access to:

(1) LASD Homicide Bureau's personnel and facilities. Access to LASD personnel shall include interviews of both retired and current LASD personnel for the Homicide Bureau, both sworn and professional staff, access to LASD Homicide Bureau facilities shall include: inner office area, training areas, the crime lab (subject to LASD prior written approval on a case by case basis), patrol vehicles, helicopters and/or other vehicles, subject to the restrictions set forth in this Agreement; and

(2) Closed files of the LASD (the "Files") and which are directly pertinent to the production of the Series (i.e., files involving the Homicide Bureau and its investigations), provided that the LASD shall maintain custody and control over the Files and shall have the right, in its sole and absolute discretion, to deny access to Producer to certain files which the LASD deems necessary to keep confidential. Producer understands that members of the public may have access to the Files pursuant to California Government Code §6250, et seq.

(ii) Notwithstanding any other provision of this Agreement, any current investigations of the Homicide Bureau to be used as subject matter for the Series will be selected by the LASD, in its sole and absolute discretion and Producer shall not be granted access to confidential information pertaining to such investigations.

(iii) Notwithstanding any other provision of this Agreement, Producer shall be prohibited from filming and/or recording any activity (either inside or outside) of the County's custodial facilities and/or interviewing County employees and/or third parties regarding the County's custodial facilities, including but not limited to, inmates and/or conditions as part of this Series. In the event Producer violates the provisions of this paragraph, Producer shall have the obligation to submit such footage/recordings and/or other information to County and destroy all copies of such footage/recording and/or other information in Producer's possession.

(iv) Producer's production crews and personnel shall be permitted to ride in County vehicles alongside the LASD officers from the Homicide Bureau subject to the approval of the LASD and the discretion and authority of the LASD while riding in such vehicles. Producer's employees, agents and independent contractors, including but not limited to, Producer's camera crew which accompany LASD officers and personnel for the purposes of filming the Series, are prohibited from accompanying such deputies and/or requesting permission to accompany such persons into areas that are not accessible to the public, including but not limited to, areas wherein LASD deputies gain access due to their authority as peace officers, including but not limited to, homes, ambulances, private businesses and private dwellings. Producer's breach of this paragraph shall constitute a material breach of this Agreement and County may elect, in its sole discretion, to immediately terminate this Agreement based upon such material breach subject to Producer's right to cure.

(v) Producer will not require and/or request the LASD and/or any of its departments to perform any reconstructed scene for the purpose of production of the Series, provided that off-duty LASD officers from the Homicide Bureau may be interviewed and/or provide verbal descriptions of the scenes subject to Producer obtaining the appropriate releases as set forth in this Agreement. All filming and recording will be done as LASD personnel are performing their usual and customary duties, responsibilities and training; Producer accepts and acknowledges that Producer shall not, during the course of production of the Series, put the LASD and/or the County to any expense that would not ordinarily occur in the normal operations of the LASD.

(vi) LASD shall provide Producer with introductions to and/or contact details of persons involved with the Homicide Bureau of the LASD, for the purpose of arranging and recording material and conducting interviews to be included in the Series, including but not limited to, permission on behalf of the LASD to interview personnel employed by LASD, subject to Producer obtaining all necessary releases for such persons, in a form approved by the County, in its sole discretion. In order to establish an efficient line of communication between the LASD staff and the Producer's production staff working on site from time to time, the LASD will designate appropriate LASD employees through whom all questions, requests for assistance and all other communications must be made by way of example for scheduling, interviews and/or filming.

(b) License In Property:

(i) In exchange for the consideration and other and other promises set forth in this Agreement, Producer may film and record the Property for use in the exploitation of the Series on television and in ancillary markets, including but not limited to pod casts, DVDs, VODs, wireless media and similar media now or later devised. Producer may use the Property only in cases where the Property is filmed and/or recorded incidental to and for inclusion in the Series. For example, Producer may film a scene which depicts the LASD's logo and/or star on County vehicles but Producer may not place a LASD logo and/or reconstruct a scene in order to obtain footage of Property owned/controlled by the County. Producer may not create, manufacture and/or sell any merchandise utilizing and/or based on the Property.

(c) Approvals/Controls:

(i) Producer shall be solely responsible for and shall obtain the written consent, release and permission from all non-County employees to be interviewed, utilized, portrayed or otherwise participate in the Series. Any authorization/consent obtained from a person being filmed and/or recorded by Producer is solely an

agreement between such person and Producer. County personnel shall not be involved in obtaining any form of consent on behalf of Producer and shall conduct only tasks directly related to his/her normal law endorsement duties and/or training. Producer hereby indemnifies the County from and against all claims asserted against the County and/or the LASD and expenses relating to such claims, including without limitation, reasonable outside attorneys' fees, arising from any failure by Producer to so obtain such necessary releases, permissions and consent. Producer shall provide County with copies of all consents/releases obtained by Producer pursuant to this Agreement prior to commencement of principal photography for each Episode.

(ii) Producer accepts and acknowledges that in order to protect the integrity of LASD's work and to maintain the safety of LASD personnel, the public and Producer's personnel, Producer will comply with all reasonable instructions of the LASD, the County and/or its personnel.

(iii) At the County's and/or the Board of Supervisor's request which may be made at any time, Producer and the network agree to eliminate sensitive, privileged and/or confidential information and/or footage and/or recordings, including but not limited to, investigative techniques and/or information/scenes depicting operations which County believes, in its sole discretion, may jeopardize or interfere with the LASD's effectiveness, operations and/or mission and/or which may increase the risk of liability or injury to the County or be in violation of any law and/or violate individuals' and County employees' rights.

(iv) The Series shall not derogatorily depict the County and/or the LASD and/or their respective employees, officers and agents.

(v) Fifteen (15) business days prior to broadcast of any Episode of the Series, Producer will submit four (4) copies of the videotape of the applicable Episode to County for inspection which will be given within five (5) days of delivery of the videotapes, review and final approval. At the County's and/or the Board of Supervisor's request, Producer and the Network shall eliminate, edit and/or revise any information, footage and/or recording contained within such Episode(s) (i) which are determined by the County and/or the Board of Supervisors to contain sensitive, privileged and/or confidential information, including but not limited to, investigative techniques and/or operations and/or (ii) which the County and/or the Board of Supervisors believes, in its sole discretion, may jeopardize or interfere with the LASD's effectiveness, operations and/or mission and/or which may increase the risk of liability or injury to the County or be in violation of any law and/or violate individuals' and County employees' rights. Producer's failure to comply with the terms of this

subparagraph shall be deemed a material breach of this Agreement. All footage/film stock and/or recordings obtained by Producer pursuant to this Agreement that are not approved by the County and/or the Board of Supervisors pursuant to this paragraph shall be destroyed within seven (7) days of the County's final determination requiring Producer and/or the network to eliminate such footage and/or recordings from the Series pursuant to this paragraph. Additionally, all unapproved footage and/or recordings which are obtained by Producer pursuant to this Agreement shall be destroyed within seven (7) days of final editing.

(vi) For security purposes, prior to principal photography of any program of the Series, Producer shall submit the name and information regarding any of its employees, agents and/or independent contractors involved in the filming of such program. County and/or LASD shall have the sole and absolute discretion to prohibit any employee/agent of Producer from filming and/or participating in the production of any program. Producer shall limit the number of persons involved in filming any program to an amount determined to be appropriate by LASD on the particular incident.

(vii) LASD will appoint an employee to advise/consult with Producer regarding the use of the Property (not technical advice) in the Series to ensure compliance with the terms of this Agreement, including but not limited to, compliance with the LASD's usage guidelines for the Property.

(viii) The County through the District Attorney's Office and/or other governmental agencies may subpoena and/or request copies of any program of the Series for use in legal or administrative proceedings. Producer agrees to cooperate with all such subpoenas and/or requests.

(ix) Producer understands that the activities which they are filming are part of a law enforcement investigation and may be prosecuted by the County District Attorney. In order to preserve the integrity of the investigations and prosecutions, Producer agrees to not air or distribute any of the film until the criminal case has been completed or unless otherwise agreed to in writing by the District Attorney or the LASD Homicide Bureau Captain or the said suspects/LASD officers will be blurred.

(x) Producer shall cause all of its employees, independent contractors and/or representatives to sign written agreements prohibiting such persons from using, disclosing, publishing and/or disseminating any all confidential information, footage and/or recordings obtained by Producer pursuant to this Agreement and/or disclosing the terms of this Agreement by any means in any manner, for profit or otherwise, to any person or entity, including without limitation, newspapers, periodicals, magazines,

publications, television stations, radio stations, publishers, internet and any other enterprise involved in the print or electronic media, whether now known or later created, including individuals working directly or indirectly for or on behalf of any of said entities without the express prior written consent of County in each and every case. If Producer becomes legally compelled by court order to disclose any information, footage and/or recordings obtained by Producer pursuant to this Agreement, Producer will give County prompt prior written notice, and take appropriate action to avoid disclosure, and seek a protective order or other appropriate remedy in court. In the event that a protective order or other remedy is not obtained, Producer will furnish only that information that is legally compelled and necessary to disclose to a party requiring disclosure on written advice of the County's attorneys. Notwithstanding anything contained in this Agreement to the contrary, Producer may make incidental remarks regarding the Series the County's involvement in the Series.

5. NO COST TO COUNTY

Producer agrees that the Series shall be created, developed, filmed, advertised, publicized, and exploited at no cost or expense to County, other than the County employee designated to provide approvals on behalf of the County as set forth in Paragraph 4, above. Any technical/factual advice provided to Producer by any employee/ member of the County must be done on personal time; not on County time; provided however it is anticipated the Series will include real time activities of the LASD and the County authorizes its personnel to participate as required by Producer. County makes no representations and/or warranties with respect to the technical advice provided by any employees and/or representatives of County and assumes no liability for the use of such advice by Producer. If any County facility and/or other property and/or other resources (other than those specified in this Agreement) are used for filming the Series, the County should be appropriately and promptly compensated as agreed by the parties.

6. OWNERSHIP OF PROPERTY

(a) Producer agrees that it does not have the right to use the Rights on or in connection with any products or goods of any kind, whether or not such products or goods are depicted in and/or related to the Series and/or in advertising and marketing related to the Series except as incorporated in the Series as part of its exhibition and its promotion and advertising of the Series.

(b) Producer acknowledges that nothing in this Agreement shall give any member, companies, persons, groups, organizations, businesses, other corporations,

entities, or individuals of Producer the right to use the Rights except as to the exhibition of the Series and its promotion and advertising.

(c) Producer agrees that it does not have the right to apply for trademark and/or copyright registrations of the Property and that existing applications or registrations for the Property, if any, shall be assigned to County at Producer's expense.

(d) Producer will include appropriate trademark and copyright notices on the Series, as directed by County.

7. REPRESENTATIONS AND WARRANTIES

(a) To the best of Producer's ability, Producer represents and warrants that the Series will be a high quality reality television program which promotes the LASD's Core Values.

(b) Producer represents and warrants that the Rights will be not be used to endorse either directly or indirectly any product or service of Producer and/or any third party and that the Property and Access Rights will be used consistent with the terms of this Agreement and subject to County's approval.

(c) Producer represents and warrants that it will do nothing inconsistent with County's ownership of the Property or in denigration or tarnishment of the Property nor of County, and agrees that all use of the Property by Producer shall inure to the benefit of County, subject to Producer's ownership rights in the Series as set forth in this Agreement.

(d) County represents and warrants that it has the right to enter into this Agreement and to grant the License in the Property as set forth in this Agreement.

8. LASD OFFICIAL BADGE

Producer is and/or is deemed to be aware of the laws and penalties regarding use of the LASD's badge and agrees not to use the LASD's official badge in the Series except as approved by the County. Specifically, Producer has been made aware of California Penal Code Sections 538d and 538e and County of Los Angeles Code Sections 5.64.310 & 5.64.350 regarding inappropriate use of authorized badges. A copy of these codes are attached to this Agreement as Exhibit D and incorporated into this Agreement by this reference. Producer agrees to use its best efforts to protect the misuse of any badge which resembles the LASD's official badge by Producer and/or any third parties, including but not limited to, the display of a badge which resembles the LASD's official

badge in a manner which would tend to indicate an official sponsorship by or association with the LASD and/or reasonably confuse the public as to the relationship between the LASD and the user of the badge. Producer will take all necessary precautions to insure the proper and appropriate use of the badge resembling the LASD's badge; it will do nothing inconsistent with the ownership or in denigration or tarnishment of LASD's Property, name or reputation.

9. INFRINGEMENT AND ACTIONS BY THIRD PARTIES

(a) Producer agrees to notify County of any unauthorized use of the Property by third parties promptly upon Producer's notice of such use. County shall have the sole and exclusive right to bring actions of any type, including but not limited to, infringement or unfair competition proceedings involving the Property, and the Producer agrees to cooperate fully with County and to use its best efforts to stop the use of the Property by third parties. Any and all damage awards and/or settlement agreements reached as a result of such action shall be the sole and exclusive property of County, or where appropriate, to be divided between the parties in an equitable manner.

(b) Producer shall not directly or indirectly register or attempt in any country, state or territory to register as a trademark and/or copyright of the Property, or any word, name, symbol or design which is so similar thereto as to suggest some association with or sponsorship by County. Notwithstanding anything contained in this Agreement to the contrary, Producer shall not use the County's trademarks in the title of the Series without the prior written approval of the County. In the event of the breach of the foregoing provision, Producer shall, at its expense and at the request of County, immediately terminate the unauthorized registration activity in question and promptly execute and deliver, or cause to be delivered, to County such assignments and other documents as it may require to effectuate the assignment to County of all rights to the registrations or applications involved.

10. REVERSION

(a) If Producer exercises the Option and has not produced a pilot/presentation and/or first episode for the Series within twelve (12) months from the date the Option was exercised, all Rights granted under this Agreement shall revert to County at such time.

(b) If Producer exercises the Option and provided Producer produces a pilot/presentation and/or first episode for the Series and does not resume full production of the Series episodes within six (6) months following the date the Option

was exercised, all Rights granted under this Agreement shall revert to County at such time.

(c) If Producer produces thirteen (13) or fewer episodes (including the pilot/presentation) of the Series within two (2) years from the date on which the Option was exercised, all Rights granted under this Agreement shall revert to County the earlier of one (1) year following the initial broadcast of the last episode produced, if ever, and two (2) years from the date of this Agreement, whichever is longer.

(d) If Producer produces thirteen (13) or more episodes (including the pilot/presentation) of the Series and thereafter production of the Series stops at any time, all Rights under this Agreement shall revert to the County within one (1) year from the last date of production on the last episode of the Series.

(e) Notwithstanding any reversion or termination of the Rights pursuant to Paragraphs 10 and or 11, Producer shall retain the right to exploit the then-existing/produced programming based on the Rights on pay, free or cable television, worldwide including promotion and publicity, in perpetuity and in ancillary markets, including but not limited to, pod casts, VOD, wireless media and other similar media now known or later devised.

11. TERMINATION

(a) Upon completion of the First Season of the Series and each subsequent season of the Series thereafter, if any, Board of Supervisors and/or the County shall have the right to terminate this Agreement. If the Board of Supervisors approves the development and production of one or more subsequent seasons of the Series, the terms and conditions of this Agreement shall apply to such subsequent season of the Series.

(b) Notwithstanding any other provision of this Agreement, and in addition to other rights and remedies of County, this Agreement shall automatically terminate and all Rights granted hereunder shall revert to County, if at any time Producer ceases doing business, becomes insolvent, files a petition in bankruptcy or insolvency, or makes any assignment, transfer, encumbrance, or conveyance of the Rights for the benefit of creditors.

(c) If the Agreement is terminated by either party, for any reason, Producer shall immediately cease, upon the 10th day after receipt via mail, fax (confirmed by mail), or personal delivery of written notice, any and all use of the Rights and confusingly similar marks to the Property and refrain from making any further reference to the Property, direct or indirect, provided that Producer shall retain the

right to exploit the then existing produced programming based on the Rights in perpetuity.

12. INTERPRETATION OF AGREEMENT

This Agreement will be interpreted according to the laws of the State of California regardless of its or any other jurisdiction's laws concerning choice of law principles.

13. INDEMNIFICATION

Producer will indemnify County and County's officers, directors, employees, partners, agents, attorneys, successors, assigns, parents, subsidiaries, parent company and affiliated companies against any claims, costs, lawsuits, liabilities, damages, expenses or losses, including reasonable attorneys' fees and all reasonable actual related costs (collectively "Claims"), for damages of any nature whatever, including but not limited to bodily injury, death, personal injury, invasion of privacy, trespass, property damage, defamation or any other personal injury and/or guild/labor union claims arising from or in connection with Producer's development, production, exploitation and exhibition of the Series and/or Producer's and/or its employees breach of this Agreement and/or Producer's breach of any representations or warranties set forth in this Agreement. Notwithstanding anything contained herein, the County Counsel of Los Angeles will have the exclusive right to choose the counsel to represent the County and/or the County's officers, directors, employees, partners, agents, attorneys, successors, assigns, parents, subsidiaries at rates customarily paid by the County for outside counsel, and affiliated entities in connections with such Claims.

14. INSURANCE

Producer agrees to maintain at all times during the term of this Agreement general liability and errors and omissions insurance coverage, and said general liability and errors and omissions insurance policies shall specifically name County as an additional named insured. The general liability and errors and omissions insurance policies shall be in the amount of at least $2 million per occurrence and $5 million in the aggregate. Producer must provide certificate of proof of said insurance in writing fifteen (15) business days prior to any airing of the pilot/presentation and/or first episode of the Series. Any failure of Producer to maintain the general liability and errors and omissions insurance policies referred to in this Agreement shall constitute a material breach of this Agreement and County may immediately terminate or suspend this Agreement, with or without notice, upon any lapse or failure to maintain insurance.

15. FORCE MAJEURE

The option period and all periods specified in Paragraph 10 above shall be extended upon written notice by Producer by a period of time equal to any event of force majeure which shall interrupt, delay or otherwise materially interfere with the development, pre-production and production of the Series (including, without limitations, any strikes, walkouts, lockouts, or other labor unrest in the entertainment industry) provided such extension for force majeure shall not exceed six (6) months per occurrence.

16. ASSIGNMENT

This Agreement may not be assigned by the Producer except with the prior written consent of the County except to a Network licensing the Series.

17. NETWORK GUARANTY

In the event Producer enters into a License Agreement for the Series with a Network, Producer will contractually obligate the Network to guarantee the obligations of Producer under this Agreement and to execute a guaranty in a form acceptable to County.

18. COMPLIANCE WITH LABOR UNIONS AND GUILDS

In the event any person(s) employed by Producer pursuant to this Agreement is a member(s) of any union(s) and/or entertainment guild(s) (e.g., Directors Guild of America, Writers Guild of America, IATSE, etc.), Producer shall become signatory to such union(s) and/or guild(s) and comply with the provisions of the applicable bargaining agreement(s).

19. NOTICES

Any notices, approvals, payments or other communications required or permitted to be given or delivered under this Agreement shall, unless otherwise specifically provided, be in writing and shall be delivered personally, transmitted by telecopier, or, sent by registered mail, return receipt requested, postage prepaid, to the parties at their respective addresses appearing herein, or at such other addresses as either party may from time to time designate to the other in writing. Any notice, approval, payment or communication so given shall be deemed to have been received on the date on which it is delivered, on the day transmitted if by telecopier/fax (provided the sending party must maintain a record of confirmation that the notice was

received), or, if mailed, on the fifth business day next following the mailing thereof. Any such notice shall be sent to the parties at the following addresses:

To County:

Los Angeles County Sheriff's Department
Headquarters Bureau
4700 Ramona Boulevard
Monterey Park, California 91754
Attention Captain of Sheriff's Headquarters Bureau
Facsimile: (323) 267-6625

Courtesy copy:

Skrzyniarz & Mallean
9601 Wilshire Boulevard
Suite 650
Beverly Hills, CA 90210
Attention: William J. Skrzyniarz
Facsimile: (310) 786-8878

To Producer:

Invasion TV, Inc.
3465 Oak Glen Drive
Los Angeles, CA 90068-1313
Attention: Wendy Riche/ Tim Gibbons
Facsimile: (323) 850-6163
Telephone: (323) 850-6162

Courtesy Copy:

Del, Shaw, Moonves, Tanaka, Finkelstein & Lezcano
2120 Colorado Avenue
Suite 200
Santa Monica, CA 90404
Attention: Loan Dang
Facsimile: (310) 979-7999

20. CORE VALUE STATEMENTS

Producer shall list the Core Values on screen in the end titles, on a separate, fixed and legible card (e.g., the text must be sufficient in size and duration to be legible to the viewer) on the pilot/presentation and each episode of the Series.

21. SPECIAL THANKS CREDIT

County and/or the LASD shall be accorded a "Special Thanks" credit in the end titles of each Episode of the Series in the County's sole discretion.

22. TITLES

The titles of the articles and paragraph headings contained in this Agreement are intended as conveniences for ready reference only and are not to be construed so as to define, limit or extend the scope of this Agreement.

23. NO RELATIONSHIP

This Agreement does not constitute a partnership or joint venture between County and Producer. The relationship between the parties under this Agreement is that of independent contractors. Producer shall have no right to obligate or bind County in any manner whatsoever.

24. MISCELLANEOUS

This Agreement may not be modified nor may any of its terms be waived except in writing signed by both parties. This Agreement and the Exhibits attached to it are the final and complete expression of the agreement between the parties and supersede any and all prior and contemporaneous agreements and understandings relating to the subject matter of this Agreement, whether implied or express and/or written.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year above written.

COUNTY OF LOS ANGELES

Date:

Chairman, Board of Supervisors

Date:

Name:
Title:

INVASION TV, INC.

By:_____

Its: PRESIDENT

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

Date:_____ By:_____

LEROY D. BACA, SHERIFF

Sachi A. Hamai
Executive Officer-Clerk of
The Board of Supervisors

By: _____

APPROVED AS TO FORM:

Raymond G. Fortner, Jr., County Counsel

By: _____
Deputy County Counsel

EXHIBIT A

Los Angeles County Sheriff's Department Property/
Intellectual Property/Trademarks

TRADEMARKS:

	Description	Serial #	Registration #
1.	Sheriff's Star	70209125	2627597
2.	1850 Sheriff's Star	76209104	2607071
3.	Los Angeles County Sheriff's Department	Trademark registration pending	
4.	Uniform patch logo	Trademark registration pending	
5.	A Tradition of Service	Trademark registration pending	

COPYRIGHTS:

	Description	Registration #
1.	Los Angeles County Department flag	Vau-546-918

OTHER PROPERTY:

1. Car Bumper Sticker "How are we doing...Call 1(800) 688-8255."

2. Car Bumper Sticker "Now Hiring Be a Star Los Angeles County Sheriff's Department 1(800) A DEPUTY."

3. Los Angeles County Sheriff's Department insignias.

4. Los Angeles County Sheriff's Department official uniforms.

EXHIBIT B

Los Angeles County Sheriff's Department

Core Values

As a leader in the Los Angeles County Sheriff's Department,
I commit myself to honorably perform my duties with
respect for the dignity of all people,
integrity to do right and fight wrongs,
wisdom to apply common sense and fairness in all I do and
courage to stand against racism, sexism, anti- Semitism,
homophobia and bigotry in all its forms.

EXHIBIT C

SHERIFF'S STAR

Always use the Sheriff's Star and the 1850 Sheriff's Star (collectively "Star") in an approved form. The Star should always be presented in the recommended style as shown in EXHIBIT "D." Changes or alterations in the Star are not allowed. Any variation must be cleared through the Los Angeles County Sheriff's Department, Headquarters Bureau.

In general, the trademark symbol, "tm", must be used with every occurrence of the logo. Also, the "tm" symbol should be used in the lower right hand corner of the Star. When the Star is used, it should be included in a footnote, if possible, that LASD is the owner of the trademark and the use of the subject mark may only be granted by license.

Placement Requirements

A minimum amount of empty space must be left between the Star and any other object such as type, photography, borders, edges, etc. The required area must be ½ x where "x" equals the height of the symbol when it is used by itself.

You may not combine the Star with any other feature including, but not limited to, other logos, words, graphics, photos, slogans, numbers, design features or symbols.

Color Treatment

The preferred color treatment for the Star is the four-colored application. This treatment used the color gold for the 6 tips of the star, the color blue for the circle incorporating the wording SHERIFF LOS ANGELES COUNTY, the color beige for the interior of the circle, and the color gray-blue for the depiction of the bear. If examples of the preferred color treatment are desired, please contact LASD, Headquarters Bureau.

One-Color Applications

The Star may also appear in one-color applications. All black is the preferred color. However, any color that provides sufficient contrast with the background is acceptable.

The usage guidelines continue on the attached pages 5 and 6 of the LASD's *"Organizational Identity Manual,* 2002", to the extent they apply to the Series.

EXHIBIT D

COUNTY OF LOS ANGELES CODE SECTIONS

5.64.310 Manufacture of official badges.

1. A. No person shall manufacture, make, sell, design or transfer any official departmental badge, deputy sheriff badge or any other official badge of the Flood Control District, Fire Protection District or Air Pollution Control District without the written authorization of the purchasing agent. Such person may manufacture and deliver only the number of badges authorized by the Purchasing Agent.
B. The dies of the uniform departmental badge and all other official badges shall remain at all times in the possession of and under the control of the purchasing agent. The purchasing agent shall from time to time let contracts for the stamping and inscribing of the official badges. Nothing in this section shall be construed as affecting the manner in which contracts for the purchase of badges for the county shall be let as provided elsewhere in the County Charter or in county ordinances. (Ord. 7753 § 43, 1960.)

5.64.350 Violation--Penalty.

1. Any person, firm or corporation violating any of the provisions of this chapter is guilty of a misdemeanor and upon conviction thereof shall be punished by a fine of not less than $25.00 and not more than $100.00, or by imprisonment in the County Jail for not more than 60 days, or by both such fine and imprisonment. (Ord. 7753 § 49, 1960.)