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

LEROY D. BACA, SHERIFF

October 30, 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 WADDELL MEDIA REGARDING TELEVISION DOCUMENTARY SPECIAL (ALL DISTRICTS) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chairman of the Board of Supervisors to sign an Access and License Agreement authorizing Waddell Media (Producer), to develop and produce a single one hour high quality television/cable special (Special) regarding the Los Angeles County Sheriff's Department's (Department) Technology Exploration Unit (Unit).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This Special is part of an ongoing series titled "Future Weapons" currently being produced by the Producer for the Discovery Channel. The Producer intends to film the activities of the Unit and show practical demonstrations of the various applications of such technology, such as long range sound projection, long range listening, and crowd control or manipulation. The Producer will also use the Department's intellectual property in the program, such as the star, the uniform patch, "A Tradition of Service" slogan and the name, " Los Angeles County Sheriff's Department."

This Access and License Agreement 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 Special will showcase important work performed by the Department.

Implementation of Strategic Plan Goals

Approval of the proposed License Agreement would support the County of Los Angeles Strategic Plan Goal 4, Fiscal Responsibility, by strengthening the County's fiscal capacity, managing the resources we have effectively, 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 (6) 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 $5,000. The Producer represents that the final approved budget for the production of the Special will not exceed $100,000. If the final budget exceeds $100,000, the Producer will notify the County in writing and pay the difference between the Special Fee and 5 percent of the budget. Typically, the County will receive 5 percent of the production budget as the option fee.

Back-end Participation: The Producer has represented that the Discovery Channel has not accorded the Producer a back-end participation in the series or the Special. In the event the Producer is subsequently entitled to receive any form of back-end compensation related to the Special (e.g., theatrical release bonuses and profit participation), the County shall be accorded 10 percent of 100 percent of the back-end participation accorded the Producer.

Clearance Expenses: Legal fees incurred by the County's outside counsel in connection with review of the Special will be included as a line item in the budget for the Special.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Significant legal terms of the agreement include the following:

Rights: The County will grant 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 Special depicting the activities of the men and women of the Department at the Unit, the Aero Bureau, and other specialized units of the Department. The County will also provide access to specific training classes and exercises, and the Producer may simulate a mob scene with the Department. No custody operations shall be included, and the Department's techniques shall not be filmed or depicted with any detail that would give away vital Department techniques.

The television rights, which will be granted to the Producer, includes the right to exhibit the series on free, pay, or subscription television. The grant of rights specifically prohibits any merchandising rights in the property. In the event any person employed by the Producer pursuant to the Agreement is a member of any union or entertainment guild, the Producer agrees to become a signatory to the union or guild and comply with the provisions of the applicable bargaining agreement for purposes of producing the Special.

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.

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 contract.

Creative Controls: The Department will be provided with copies of videotapes of the program at least 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, including specifically costs of consumables, the Producer will pay the County the appropriate fees. Except as indicated above with regard to depiction of a mob scene, 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, except where provided as a subject of the film, must be done on personal time. A technical and factual advisor 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 program 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,

Lee Baca

LEROY D. BACA
SHERIFF

ACCESS AND LICENSE AGREEMENT

This agreement ("Agreement") dated as of ~~October~~ NOVEMBER 6, 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 Waddell Media Limited, a UK corporation having a principal place of business at Strand Studios, 5-7 Shore Road, Hollywood, Co. Down, BT 18 9HX, Northern Ireland, UK (hereinafter referred to as "Producer"). This Agreement shall be effective 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

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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 one hour documentary special ("Special") currently entitled "Future Weapons" for exhibition in the United States on Discovery Channel ("Discovery"). The Special will be one part of a television series currently being produced by Producer for Discovery. The Special shall feature the LASD's Technology Exploration Unit ("Unit") and demonstrate that the LASD is at the cutting edge of technology for law enforcement and to depict exactly how the Unit works in connection with the LASD on a whole. Producer intends to show practical demonstrations of the various applications of such technology such as long range sound projection, long range listening, and crowd control or manipulation.

3. In order to develop and produce the Special, Producer is seeking (i) access (the "Access Rights") on a non-exclusive basis to the Unit as more specifically set forth in Paragraph 4(b) below 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 Special 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,

38 NOV 06 2007

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 special portraying the LASD.

7. County would like to grant Access Rights and the License to the Property to Producer on a non-exclusive basis 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 the Special depicting the LASD, County grants to Producer the option ("Option") to license the Rights on a non-exclusive basis for use in the production, exhibition, marketing and advertising of the Special for exhibition on Discovery commencing on the date above and continuing thereafter for a period of six (6) months ("Option Period") after the County of Los Angeles Board of Supervisors approves this Agreement, if ever.

(b) Prior to the expiration of the Option Period, Producer may elect, in its sole discretion to exercise the Option for the Special 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 Special.

(c) 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 to any other group, corporation, business, person, or organization, including but not limited to, non-profit organizations, in the Rights.

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

2. SPECIAL FEES/PROFIT PARTICIPATION/CLEARANCE EXPENSE

(a) Special Fees: On or before the expiration of the Option, but in no event later than commencement of principal photography of the Special, Producer, in its sole discretion, may elect to exercise the Option by payment to County in an amount equal to Five Thousand Dollars ($5,000) (the "Special Fee"). Producer represents and warrants that the final approved budget ("Budget") for the Special shall not exceed One Hundred Thousand Dollars ($100,000). Notwithstanding anything contained herein to the contrary, in the event the Budget does exceed One Hundred Thousand Dollars ($100,000), Producer will notify County in writing and pay County the difference between the Special Fee and Five Percent (5%) of the Budget.

(b) County's Clearance Expenses: Producer shall pay for any and all reasonable documented verifiable fees incurred by the County's outside legal in connection with the review of the Special as specified in Paragraph 4. Producer will include such fees as a line item in the budget for the Special.

(c) Backend Participation: Producer represents and warrants that Discovery has not accorded Producer a backend participation in the Series and/or the Special. In the event, that Producer is subsequently entitled to receive any form of backend compensation related to the Special (e.g., theatrical release bonuses and profit participation), County shall be accorded ten percent (10%) of one hundred percent (100%) of the backend participation accorded Producer related to the Special. Upon request, Producer shall supply County with any and all distribution and/or sales agreements relating to the Special.

3. ATTORNEYS' FEES AND COSTS:

Producer agrees to reimburse County for its documented verifiable legal costs and fees incurred in the negotiation and/or preparation of this Agreement provided that such costs and fees shall not exceed Ten Thousand Dollars ($10,000). Such fees and costs shall be payable upon commencement of the negotiation of this Agreement, receipt of which is hereby acknowledged.

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

(a) Access Rights:

(i) In exchange for the consideration and other promises set forth in this Agreement, County agrees to grant "Access Rights" on a non-exclusive basis to Producer to the LASD, the "Access Rights" are defined as access to:

(1) Permission to film at the Aero Bureau of the LASD and to accompany LASD personnel and film LASD personnel operations in either LASD helicopters and/or civilian helicopters.

(2) Permission to film LASD personnel and facilities of the Unit. Access to LASD personnel shall include interviews of LASD personnel including Commander Side Heal and Sheriff Baca, subject to their individual prior written approvals and availability, as well as other sworn and professional staff. Access to LASD facilities shall include training facilities and inner office areas subject to the restrictions set forth in this Agreement.

(3) Permission to film the following training classes and/or exercises: Tactical Response Force training classes, taser training, Aero Bureau training, training relate to MAD devices, SWAT team training and LASD weapon training to be coordinated with the Tactics and Survival Unit of the LASD, provided that filming of training of exercises will not be detailed enough as to give away vital LASD techniques.

(4) Permission to film at the LASD's Intelligent Optical Systems Laboratory.

(5) Right to simulate a mob scene with LASD provided LASD techniques would not be depicted with any detail so as not to give away vital LASD techniques.

(ii) All access granted to training classes of the LASD shall be subject to LASD's approval of the dates for filming and during the filming of LASD training sessions. Producer shall be required to pay for and/or reimburse the LASD for any consumable (e.g., explosives) used during the training sessions filmed by Producer.

(iii) Unless otherwise previously approved by the LASD in writing, Producer will not be permitted to film and LASD will not agree to grant access to the LASD's facilities and/or personnel for the purpose of filming reconstructed scenes. Notwithstanding anything contained in this Agreement to the contrary, off-duty LASD offers may 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 it may not, during the course of production of the Special, put the LASD and/or the County to any expense that would not ordinarily occur in the normal operations of the LASD.

(iv) Unless otherwise set forth in this Agreement and/or approved in writing by the LASD, 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 Special, 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.

(v) LASD shall provide Producer with introductions to and/or contact details of persons involved with the Unit for the purpose of arranging and recording material and conducting interviews to be included in the Special, 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) Notwithstanding any other provision of this Agreement, Producer may film and record the Property for use in the Special and related promotion only. Producer may use the Property only in cases where the Property is filmed and/or recorded incidental to and for inclusion in the Special. 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 persons, including but not limited to, County employees to be interviewed, utilized, portrayed or otherwise participate in the Special. 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 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 of the Special.

(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 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 Discovery 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 Special 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 the Special, Producer will submit four (4) copies of the videotape of the Special to County and will post a media file of the Special on its web-site and will notify County in advance of such posting for County's inspection, review and final approval of the Special. It is currently contemplated that Producer will post a rough cut of the Special by December 2007. At the County's and/or the Board of Supervisor's request to be made within five (5) business days following receipt of the tapes and/or posting of the media file, Producer and the Discovery 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 delivered to County on a digital format within seven (7) days of the County's final determination requiring Producer and/or the Discovery to eliminate such footage and/or recordings from the Special pursuant to this paragraph. Additionally, all unused footage and/or recordings which are obtained by Producer pursuant to this Agreement shall be delivered to County in digital format within seven (7) days of final editing of the Special. County shall have the non-exclusive right to use and/or produce such footage upon subpoena in connection with civil or criminal proceedings.

(vi) For security purposes, Producer shall the submit the name and information regarding any of its employees, agents and/or independent contractors involved in the filming of the Special not less than fourteen (14) days prior to commencement of filming of the Special . 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 the Special, provided that notification of such prohibition is given to Producer within three (3) business days after delivery by Producer of the names and information referred to above. 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 Special 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 the Special 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 by the District Attorney.

(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 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. Notwithstanding the above sentence, Producer hereby acknowledges that California Evidence Code, Section 1070 (Refusal to Disclose New Source) and any corresponding federal or other jurisdictional privilege for journalistic sources shall not apply to the subject of this Agreement. 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 paragraph, Producer shall make any footage and/or recordings available to the Los Angeles County District Attorney upon written request.

5. NO COST TO COUNTY

Producer agrees that the Special 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 Special 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 Special, the County should be appropriately and promptly compensated as reasonably 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 Special and/or in advertising and marketing related to the Special except as incorporated in the Special as part of its exhibition and its promotion and advertising of the Special.

(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 that Discovery

has the right to use the Rights in the production and exhibition of the Special 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 Special, as directed by County.

7. REPRESENTATIONS AND WARRANTIES

(a) Producer represents and warrants that the Special will be a high quality 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.

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 Special 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 of its employees and/or contractors, 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 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 following 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, provided that at a minimum all of Producer's costs associated herein are reimbursed.

(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. 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 the Special within three (3) months from the date the Option was exercised, all Rights in and to the Property shall revert to County at such time.

(b) 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 and internet worldwide including promotion and publicity, in perpetuity.

11. TERMINATION

(a) 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 Property for the benefit of creditors. In the event this Agreement is terminated, Producer shall retain the right to exploit the then existing programming based on the Rights in perpetuity.

(b) If the Agreement is terminated by either party, for any reason, Producer shall immediately cease, upon the tenth (10^{th}) day after receipt via mail, fax (confirmed by mail) , or personal delivery of written notice, any and all use of the Property and

confusingly similar marks and refrain from making any further reference to the Property, direct or indirect. The parties expressly acknowledge that should Producer and County end their affiliation or association for whatever reason, County in its sole, exclusive, unrestricted, and unfettered discretion may terminate the license and shall retain any and all Rights in the Property.

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 outside attorneys' fees and all reasonable actual verifiable direct 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 Special 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, 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 first episode of the Special. 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 Special (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.

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 Special.

17. 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: Tanya Mallean
Facsimile: (310) 786-8878

To Producer:

Waddell Media Limited
Strand Studios
5-7 Shore Road
Hollywood,
Co. Down/BT 18 9HX
Northern Ireland, UK
Attention: David Cumming
Associate Producer/2nd Unit Director

Courtesy copy:

_____
_____
_____
_____

19. CORE VALUE STATEMENTS

Producer shall list the Core Values on screen in the end titles, on a separate subject to Discovery's approval, 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 of the Special.

20. 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.

21. 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) for purposes of producing the Special.

22. 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.

23. 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: 11/6/07

Chairman, Board of Supervisors

WADDELL MEDIA LIMITED

Date: 10/10/07

Name:

Title:

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

Date: 10/17/07

By:

Leroy D. Baca, Sheriff

SACHI A. HAMAI
Executive Officer-Clerk of
The Board of Supervisors

By:
Deputy

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Directors

By
Deputy

ADOPTED
BOARD OF SUPERVISORS

#38 NOV 06 2007

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.

38 NOV 06 2007

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	76529363	3164345
4. LASD patch logo	76530615	2905830
5. LASD Badge design	76529551	registration pending
5. A Tradition of Service	76530617	2896823

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 "E." 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 Special.

EXHIBIT D

COUNTY OF LOS ANGELES CODE SECTIONS

5.64.310 Manufacture of official badges.

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.

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.)

538d. (a) Any person other than one who by law is given the authority of a peace officer, who willfully wears, exhibits, or uses the authorized uniform, insignia, emblem, device, label, certificate, card, or writing, of a peace officer, with the intent of fraudulently impersonating a peace officer, or of fraudulently inducing the belief that he or she is a peace officer, is guilty of a misdemeanor. (b) (1) Any person, other than the one who by law is given the authority of a peace officer. who willfully wears, exhibits, or uses the badge of a peace officer with the intent of fraudulently impersonating a peace officer, or of fraudulently inducing the belief that he or she is a peace officer, is guilty of a misdemeanor punishable by imprisonment in a county jail not to exceed one year, by a fine not to exceed two thousand dollars ($2,000), or by both that imprisonment and fine. (2) Any person who willfully wears or uses any badge that falsely purports to be authorized for the use of one who by law is given the authority of a peace officer, or which so resembles the authorized badge of a peace officer as would deceive any ordinary reasonable person into believing that it is authorized for the use of one who by law is given the authority of a peace officer, for the purpose of fraudulently impersonating a peace officer, or of fraudulently inducing the belief that he or she is a peace officer, is guilty of a misdemeanor punishable by imprisonment in a county jail not to exceed one year, by a fine not to exceed two thousand dollars ($2,000), or by both that imprisonment and fine. (c) Any person who willfully wears, exhibits, or uses, or who willfully makes, sells, loans, gives, or transfers to another, any badge, insignia, emblem, device, or any label, certificate, card, or writing, which falsely purports to be authorized for the use of one who by law is given the authority of a peace officer, or which so resembles the authorized badge, insignia, emblem, device, label, certificate, card, or writing of a peace officer as would deceive an ordinary reasonable person into believing that it is authorized for the use of one who by law is given the authority of a peace officer, is guilty of a misdemeanor, except that any person who makes or sells any badge under the circumstances described in this subdivision is subject to a fine not to exceed fifteen thousand dollars ($15,000).

538e. Any person, other than an officer or member of a fire department, who willfully wears, exhibits, or uses the authorized badge, insigne, emblem, device, label, certificate, card, or writing of an officer or member of a fire department or a deputy state fire marshal, with the intent of fraudulently personating an officer or member of a fire department or the Office of the State Fire Marshal, or of fraudulently inducing the belief that he is an officer or member of a fire department or the Office of the State Fire Marshal, is guilty of a misdemeanor. Any person who willfully wears, exhibits, or uses any badge, insigne, emblem, device, or any label, certificate, card, or writing, which falsely purports to be for the use of an officer or member of a fire department or deputy state fire marshal, or which so resembles the authorized badge, insigne, emblem, device, label, certificate, card. or writing of an officer or member of a fire department as would deceive an ordinary reasonable person into believing that it is authorized for use by an officer or member of a fire department or a deputy state fire marshal, is guilty of a misdemeanor. Any person who, for the purpose of selling, leasing or otherwise disposing of merchandise, supplies or equipment used in fire prevention or suppression, falsely represents, in any manner whatsoever, to any other person that he is a fire marshal, fire inspector or member of a fire department, or that he has the approval, endorsement or authorization of any fire marshal, fire inspector or fire department, or member thereof, is guilty of a misdemeanor.

EXHIBIT E