

April 25, 2024

Everett Police Department
3002 Wetmore Ave
Everett, Washington, 98201
Attn: Chief John DeRousse

Re: "On Patrol: Live" – Access Agreement

Ladies/Gentlemen:

This letter will confirm the agreement ("Agreement"), dated and with effect from April 25, 2024 (the "Effective Date"), between the City of Everett for the Everett Police Department ("EPD") and Half Moon Pictures, LLC ("Producer") with respect to Producer's documentary television series currently entitled "On Patrol: Live" (the "Series"). Producer and EPD are also individually referred to herein as a "Party" and collectively as the "Parties."

1. Term. The term of this Agreement is the period commencing on the Effective Date and continuing through and including, April 24, 2025 (the "Initial Term"). Upon the expiration of the Initial Term, the Agreement shall automatically renew for successive one (1) year periods (each an "Extended Term" and collectively with the Initial Term as it may be extended, "Term"), unless either Party gives written notice of such Party's intent to terminate the Agreement no less than forty-five (45) days prior to the start of any Extended Term. Notwithstanding the foregoing or anything to the contrary herein, either Party may terminate this Agreement at any time during the Term upon forty-five (45) days written notice to the other Party.
2. Access. During the Term, EPD grants to Producer and its production personnel permission to access EPD's offices, buildings, property, facilities and vehicles utilized by and/or in connection with EPD (including, but not limited to, stations or precincts [or the equivalent], jail facilities (if applicable), offices, patrol cars or other vehicles) (collectively, "EPD Property") in addition to permission to accompany EPD officers, deputies, employees or other personnel (collectively "EPD Personnel") during the course of their duties or otherwise, and the right to film, videotape, photograph and record (via audio, video or audio/video) (collectively "Recordings"), the EPD Personnel, and their actions, names, likenesses, appearances, and voices and the situations they encounter and/or become involved in, as well as all or any part of the exterior and interior and contents of EPD Property, including names, signs and identifying insignia of EPD in connection with production, exploitation and exhibition of the Series, related series, or derivative works and the marketing, advertising, promotion and publicity thereof, inclusive of the right to use the Recordings throughout the Universe in perpetuity, in any and all media now known or hereafter devised. EPD reserves the right to restrict access to some areas of EPD Property or require Producer to be accompanied by EPD Personnel in certain designated areas, as it deems necessary, in EPD's discretion. EPD further agrees that Producer shall be entitled to return to EPD Property post-Term at a mutually acceptable date and time, if and as required in connection with the Series. The Parties acknowledge and agree that EPD Personnel cannot grant, and shall not be responsible for assisting Producer in obtaining, consent for Producer to enter any third-party private dwellings, and as between Producer and EPD, Producer shall be solely responsible for obtaining all legally necessary releases from the appropriate private party with respect to access to third-party private dwellings.
3. Conduct: EPD Personnel shall conduct themselves pursuant to EPD policies governing on and off duty conduct. EPD Personnel shall not make any law enforcement decisions, or take or not take, any law enforcement action due to the presence of Producer personnel in relation to the Series, and Producer shall be expressly prohibited from requesting EPD Personnel make any law enforcement decisions, or take or not take, any law enforcement action

due to Producer's presence or in relation to the Series. EPD Personnel and Producer personnel shall not become engaged in any personal relationships. EPD shall not use their participation in the Series in a commercial manner.

4. License. EPD licenses to Producer and its successors, subsidiaries, licensees and assigns, the right to photograph, record, reproduce and otherwise use EPD Property names, images, trademarks, service marks, tradenames, logos, copyrighted material and/or other EPD-owned materials to which Producer is afforded access hereunder in and in connection with the development, production, exhibition, exploitation, and promotion of the Series, related series or derivative works, and the marketing, advertising, promotion, and publicity thereof and/or otherwise, throughout the Universe in perpetuity, in any and all media now known or hereafter devised.
5. Exclusivity. Until the expiration of the Term, EPD shall be exclusive to Producer in all unscripted or documentary television, digital and new media programming, in any and all media, worldwide, which documents, features or depicts the activities of EPD or EPD Personnel, including, without limitation, that which is "live", "almost live" or taped long-form programming. Notwithstanding anything to the contrary in the foregoing, during the Term, EPD shall be permitted to participate in local/news programming or short form programming (i.e., recruitment or training videos) produced by, or on behalf of EPD, for exhibition on EPD's website or EPD social media (collectively, "Permitted Programming").
6. Safety / Security Review. Producer will provide EPD with forty-eight (48) hours to review and comment on any pre-recorded segments of the Series featuring EPD Property or EPD Personnel for the sole purpose of identifying any safety or security risks to EPD (e.g., recognition of or disclosure of the identity of confidential informants or undercover officers, disclosure of confidential information and how specific tactics are deployed). If no comments are received by Producer following such forty-eight (48) hour period, the segments will be deemed reviewed by EPD. For live segments, Producer shall provide a EPD representative digital access to a live feed from the EPD cameras in the field solely for the purpose of identifying such safety or security risks to EPD. In both instances, EPD shall have the limited and specific right to review the content solely for factual accuracy and security and/or safety risks to EPD and EPD Personnel, provided that it is understood that Producer and any television network for which Producer is producing the Series (the "Network") shall, in their sole discretion, make the final decision regarding the content and editorial decisions for the Series and each episode thereof.
7. Ownership. All film, videotape, still photographs and other visual and/or audio recordings or representations (e.g., studios sets or designs) of EPD Property or EPD Personnel created by or with the authorization of Producer are collectively referred to herein as the "Material". Producer shall be the sole and exclusive owner of the Material with the right for the full period of copyright, including all extensions and renewals thereof, and thereafter in perpetuity, throughout the universe, to use and re-use, an unlimited number of times, all or any part of the Material for the purpose of making and producing television programs and other works, and advertising, publicizing and exploiting the same, by all means and in all media, whether now known or hereafter devised, and to authorize others so to do. Neither EPD, nor any employee of EPD, nor any other party now or hereafter having an interest in EPD Property or EPD Personnel, shall have any right of action against Producer or any other party arising out of any use of said Material. Neither the expiration of this Agreement in its normal course nor its sooner termination for any reason shall affect the ownership by Producer of the Material.
8. Material Retention: EPD and Producer acknowledge that raw (e.g. unaired) footage of the Material ("Raw Footage") is generally not retained by Producer in the course of production of the Series for a period exceeding thirty (30) days ("Retention Period"). It is acknowledged Producer is a member of the news media and Material are being recorded for purposes of newsgathering in relation to the Series.

9. Release of Material: Any party (e.g. prosecutors, law enforcement agencies, defense counsel, plaintiff's counsel, etc.) may attempt to subpoena Material from the Series, and in the event the requested Material exists, all such requests shall be treated equally without regard to the status of the requesting party (e.g. a request by the defense counsel shall receive the same consideration as a request from a prosecutor's office). No representations or warranties are made hereunder that Material will be provided except if required by a final and binding court order from a court of competent jurisdiction. Under no circumstances should EPD or its representatives construe this agreement as Producer serving as an extension of EPD for the purpose of obtaining additional audio/visual evidence in any matter in which Producer is present. EPD and Producer acknowledge that it is Producer's policy that in the event a timely preservation notice is received by Producer via email (at the email address notices@halfmoonusa.com) prior to the end of the Retention Period, Producer will preserve Materials identified in such notice that may be in Producer's possession as set forth hereunder. Such Materials shall be preserved pending receipt of a validly served and enforceable subpoena in the jurisdiction and under the laws of the state where the Materials are maintained, which the parties acknowledge and agree shall be in the State of New York and pursuant to New York state law, and thereafter shall be preserved in accordance with the requirements of the subpoena (as applicable). In the event Producer is not validly served or an enforceable subpoena is not received within six (6) months of such preservation notice, or unless prior to the expiration of the six (6) months, Producer receives a request to preserve the Materials for a greater period of time, Producer shall no longer be required to preserve such Materials. Nothing herein shall constitute a waiver of Producer's right to object to the subpoena, whether on the basis of privilege or any other grounds.
10. Credit. EPD acknowledges that any credits or other identification of EPD that Producer may furnish in connection with the Series or otherwise shall be at Producer's sole discretion. Notwithstanding the foregoing, Producer agrees to accord EPD an on-screen credit in substantially the form "Special Thanks to the Everett Police Department" in accordance with the Network's then-current credit policies, for all Series episodes in which EPD personnel and activities are depicted. Producer shall determine the size, position, manner of presentation and all other matters with respect to such credit in its sole discretion. No casual or inadvertent failure by Producer, nor any failure by any third party, to accord such credit shall be deemed a breach of this Agreement by Producer.
11. No Obligation to Proceed. EPD acknowledges and agrees that Producer is not obligated to actually access EPD Property or produce the Series or include the Material in the episode of the Series for which it was prepared or otherwise exercise any or all of Producer's rights hereunder.
12. No partnership. It is expressly understood and agreed that Producer's role in the Series is that of a neutral third-party documenting law enforcement activity. The parties do not by this Agreement intend to form an employment relationship or a partnership or joint venture between them and in no event shall this Agreement be construed to constitute such an employment relationship, partnership or joint venture. EPD and EPD Personnel shall at all times continue to independently conduct their operations and activities as they customarily operate, without regard to, or as a result of, the filming, recording and production of the Series. EPD shall not make any requests to any party it encounters on behalf of Producer.

Producer and EPD further acknowledge and agree that the parties are fully independent of one another and not collaborating in any capacity hereunder in connection with the Series or any law enforcement activities that occur while Producer is documenting the activities of EPD or otherwise. In connection with the Series or as otherwise set forth hereunder, Producer shall not willfully participate in any joint activity with EPD and Producer has not and will not render any services hereunder under the color of any statute, ordinance, regulation, custom or usage of any State or Territory, or under the authority of EPD in any capacity, as governed by 42 U.S.C. § 1983 or otherwise, and EPD will not request Producer's participation in any joint activity or services, with or on behalf of, EPD.

13. Insurance. Producer will obtain and keep in force during production of the Series with EPD a policy of commercial general liability insurance naming EPD as an additional insured entity in a minimum amount of \$1,000,000 and provide proof thereof to EPD prior to the commencement of production.
14. Indemnification. Except as arising out of or in connection with EPD's negligence or willful misconduct, Producer agrees to defend, indemnify and hold harmless the EPD and the City of Everett, its officers, agents, employees and administrators from and against any and all third party liabilities, third party claims, costs, damages, losses, or judgments arising out of or in connection with the development, production, distribution, or other exploitation or the Series. EPD agrees that Producer shall have the sole right to control the legal defense against any claims, demands or litigation, including the right to select counsel of its choice and to compromise or settle any such claims, demands or litigation. Notwithstanding the foregoing, no such compromise, settlement or other agreement shall be finalized, entered into or effective without the prior written consent of EPD, if such compromise, settlement or other agreement includes an admission of liability on behalf of or by the EPD.
15. Governing Law and Venue. This Agreement and any claim or dispute relating in any way to the activities under this Agreement, shall be governed by and construed in accordance with the substantive laws of the State of Washington, without regard to the conflict of law provisions thereof. Venue for any action or suit arising under or relative to this Agreement or brought to interpret or enforce this Agreement shall lie exclusively in the appropriate state or federal court situated in Snohomish County, Washington and the parties submit to the in personam jurisdiction thereof and waive any objections they may have as to jurisdiction or venue in any such courts.
16. Notice. Any notices or communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed delivered by one party to another party when personally delivered to them or placed in a depository under the control of the United States Postal Service and mailed by certified or registered mail, return receipt requested, postage prepaid, addressed to:

If to EPD:

Everett Police Department
3002 Wetmore Ave
Everett, Washington, 98201
Attn: Chief John DeRousse

If to Producer:

Half Moon Pictures, LLC
c/o 101 Hudson St, 40th Floor
Jersey City, NJ 07302
Attention: Rocky Bronzino

With a courtesy copy to:

Del Shaw Moonves Tanaka Finkelstein Lezcano Bobb & Dang
2029 Century Park East, Suite 1750
Los Angeles, CA 90067
Attn: Half Moon Pictures

17. Miscellaneous. Each of the individuals signing this Agreement below represents that such individual is empowered to execute this Agreement on behalf of the party for which such individual is acting. Producer may assign its rights under this Agreement in whole or in part to any person, firm, or corporation related to the production, distribution

or exploitation of the Series. EPD shall not be permitted to assign or delegate any of rights or obligations under this Agreement. Except if required by law, which may include public records laws or statutes such as Public Records Act (chapter 42.56 RCW), EPD shall at all times keep the terms of this Agreement confidential. Notwithstanding the foregoing, although Producer believes this Agreement to be a Producer trade secret and confidential commercial information, EPD's compliance with any applicable public records statute or request shall not be deemed a violation of this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument. Any executed counterpart sent by facsimile or transmitted electronically in Portable Document Format ("PDF") or in EPD's Adobe Sign system shall be treated as originals, fully binding and with full legal force and effect, and the parties waive any rights they may have to object to such treatment. In the event that any provision hereof shall be deemed invalid or unenforceable due to any law, said provision shall be modified to the minimum extent necessary to effect compliance with such law, and in any event such invalidity or unenforceability shall have no effect upon the remaining terms and condition hereof. This Agreement contains the entire understanding of the parties hereto relating to the subject matter herein, supersedes and replaces all prior understandings and agreements concerning such subject matter, whether written or oral, and cannot be modified except in writing signed by the parties.

If the foregoing complies with your understanding of our agreement, please so signify by countersigning this letter where indicated below.

Very truly yours,

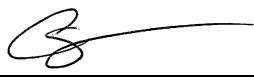
HALF MOON PICTURES, LLC

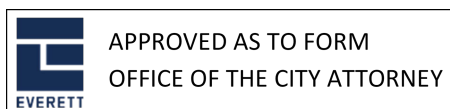
By: Rocky Beonino II

Its: SVP

ACKNOWLEDGED AND AGREED:

CITY OF EVERETT FOR THE EVERETT POLICE
DEPARTMENT

By: 
Cassie Franklin, Mayor



Attest:













On Patrol Live Access Agreement Everett PD_2024-04-26_SD

Final Audit Report

2024-05-02

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By:	Marista Jorve (mjorve@everettwa.gov)
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Document e-signed by Marista Jorve (mjorve@everettwa.gov)

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Agreement completed.

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