



Superstition Fire & Medical District

Board of Directors Meeting Agenda

April 2, 2020

Mission Statement

Preserve Life ~ Protect Property ~ Add Value to *OUR* Community

The Board will hold a meeting on Thursday, April 2, 2020. The meeting will be held at the Superstition Fire & Medical District's Administrative Office, located at 565 N. Idaho Road, Apache Junction, Arizona. The meeting will be open to the public and will begin at 5:30 p.m. local time.

- A. Call to Order
- B. Pledge of Allegiance
- C. Roll Call

The following agenda items are scheduled for discussion at the board meeting. The Governing Board may or may not decide to take action on any or all items. The order of the agenda items may or may not be taken in the order listed.

1. Call to the Public. (BOD #2020-04-N/A)

A.R.S. §38-431.01(H) A public body may make an open call to the public during a public meeting, subject to reasonable time, place, and manner restrictions, to all individuals to address the public body on any issue within the jurisdiction of the public body. At the conclusion of an open call to the public, individual members of the public body may respond to criticism made by those who have addressed the public body, may ask staff to review a matter, or may ask that a matter be put on a future agenda. However, members of the public body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.

2. Discussion and possible approval of the Agreement with SFMD and Big Fish Entertainment LLC (Producer) relating to their television series entitled "Live Rescue". (BOD #2020-04-01)

3. Adjourn (BOD #2020-04-02)

NOTICE: The Governing Board may go into executive session for the purpose of obtaining legal advice from the Fire District's attorney(s) on any of the above agenda items pursuant to A.R.S. 38-431.03(A)(3).

One or more members of the Governing Board may attend the meeting telephonically.

Governing Board meeting agenda dated and posted (at least 24-hours before the scheduled meeting date and time).

Posted on: April 8, 2020
At: 1500 Hours
By: Sherry Mueller

The Superstition Fire & Medical District (SFMD) Administrative Office Board Meeting Room is accessible to the handicapped. In compliance with the American with Disabilities Act (ADA), those with special needs, such as large-type face print or other reasonable accommodations may request those through the SFMD Administration Office (480-982-4440) at least 24-hours before the Board Meeting.



April 1, 2020

Superstition Fire & Medical District
565 N Idaho Rd
Apache Junction, Arizona 85119
Attn: Chief Mike Farber

Re: "Live Rescue" – Access Agreement

Ladies/Gentlemen:

This letter will confirm the agreement ("Agreement"), dated and with effect from April 1, 2020 (the "Effective Date"), between Superstition Fire & Medical District ("SFMD") and Big Fish Entertainment LLC ("Producer") with respect to Producer's television series currently entitled "Live Rescue" as more fully described in Exhibit A attached hereto (the "Series"):

1. Term. The term of this Agreement ("Term") is the period commencing on the Effective Date and continue for a period of one (1) year through and including, March 31, 2021 (the "Initial Contract Year"). The parties shall have the right to extend the Term for an additional one (1) year period through and including, March 31, 2022 by mutual agreement. If any television network for which Producer is producing the Series (the "Network") desires additional options to order more Series episodes for production requiring access beyond the Initial Contract Year, Producer and SFMD shall negotiate in good faith to extend the Term as required by the Network (for purposes of this Agreement any extension hereunder may collectively be referred to as the "Extended Term").
2. Access. During the Term, and any Extended Term, SFMD grants to Producer and its production personnel permission to enter upon and record (audio and/or visual) SFMD's offices, facilities and vehicles utilized by and/or in connection with SFMD (including, but not limited to, all areas of the applicable station, SFMD's training facilities, fire, ambulance, EMT and other rescue vehicles, and the 911 call center and dispatch facilities) (collectively, "SFMD Property") in addition to permission to accompany SFMD fire fighters, EMTs, paramedics, rescue personnel and/or other SFMD personnel (collectively "SFMD Personnel") during the course of their duties or otherwise (subject to the advanced limitations imposed by SFMD as necessary for the safety and security of SFMD Personnel and SFMD Property and the individuals and entities for whom they provide emergency services) for the purpose of filming, videotaping, photographing and otherwise recording the SFMD Personnel and the situations they encounter and/or become involved in, and all or any part of the exterior and interior and contents of SFMD Property, including names, signs and identifying insignia of SFMD in connection with production of the Series, related series, or derivative work and the marketing, promotion and publicity thereof. SFMD reserves the right to restrict access to some areas of SFMD Property or require Producer to be accompanied by SFMD Personnel in certain designated areas. In the event SFMD determines that any aspect of Producer's filming of the Series unreasonably interferes with the professional services and/or care required to be provided by the SFMD Personnel, Producer agrees to follow the directions of SFMD Personnel in order to eliminate any such interference. Producer shall have the right to make such use of SFMD Property as may reasonably be required for the production of the Series, including, without limitation, the right to place all necessary personnel, facilities, vehicles and equipment on SFMD Property, and Producer agrees to remove same after completion of work and leave SFMD Property in substantially the same condition as when Producer entered upon SFMD Property, reasonable wear and tear excepted. SFMD further agrees that Producer shall be entitled to return to SFMD

Property thereafter at a mutually acceptable date and time, if and as required for still photography or other activity required in connection with the production, promotion or other exploitation of the Series. Producer acknowledges and agrees that Producer shall be responsible for obtaining HIPAA waivers as necessary in the course of filming for the Series. Notwithstanding the foregoing, Producer acknowledges and agrees that Producer may not enter private residences without prior permission or consent from the appropriate private party, and Producer further understands that SFMD Personnel are not required to obtain such permission or consent for Producer. Producer and SFMD acknowledge and agree that SFMD shall not be obligated to require SFMD personnel to participate against their wishes in connection with any filming set forth hereunder.

3. Rights. SFMD licenses to Producer and its successors, subsidiaries, licensees and assigns, the right to photograph, record, reproduce and otherwise use SFMD Personnel and SFMD Property and all SFMD Personnel and SFMD Property names, voice, likeness, images, trademarks, service marks, tradenames, logos, copyrighted material and/or other 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 work, and the marketing, promotion, and publicity thereof and/or otherwise, in all forms of media, now known or hereinafter invented, throughout the world an unlimited number of times in perpetuity, subject to Producer's obligations hereunder, including without limitation, Producer's indemnification obligations as set forth below.
4. Exclusivity. Until the expiration of the one (1) year period commencing upon the end of the Term or Extended Term: (a) the rights of access and license granted by SFMD pursuant to paragraphs 2 and 3 above, respectively, shall be exclusive to Producer with respect to "Live" or "Almost Live" long-form programming produced for exhibition by means of television, the Internet and/or any other audio-visual media (whether now known or hereafter invented), excluding news programming and programming covering the activities of SFMD produced for exhibition on SFMD's website (collectively, "Permitted Programming"); and (b) SFMD shall not authorize anyone (other than Producer) to develop and/or produce programming of a similar format or concept that depicts the activities of SFMD in any audio-visual media, except for Permitted Programming.
5. Security Review and Consultation Rights. Producer will provide SFMD with twenty-four (24) hours to review and comment on any pre-recorded segments of the Series featuring SFMD Property or SFMD Personnel for the purpose of identifying legal concerns, factual accuracy, disclosure of confidential information and/or safety or security risks to SFMD. If no comments are received by Producer following such twenty-four (24) hour period, the segments will be deemed reviewed by SFMD. In addition, Producer shall provide a SFMD representative (the "Representative") with the right to be in the local control room for the Series or on the ground with Producer's crew during Producer's filming with the SFMD to review material being captured and distributed in connection with the Series. In both instances, SFMD shall have the right to review the content for factual accuracy, avoidance of potential HIPAA violations, safety concerns and disclosure of classified information. It is understood that Producer and Network shall make the final decision regarding the creative content of the Series (i.e., non-safety, security, factual accuracy, or confidential elements as contemplated in this Paragraph) and each episode thereof (including without limitation themes, featured events, story line, timeline, sequence of events, etc.).
6. Ownership. All film, videotape, still photographs and other visual and/or audio recordings or representations (e.g., studios sets or designs) of SFMD Property or SFMD 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 SFMD, nor any employee of SFMD, nor any other party now or hereafter having an interest in SFMD Property or SFMD 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.

7. Credit. SFMD acknowledges that any credits or other identification of SFMD 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 SFMD an on-screen credit in substantially the form "Special Thanks to the Superstition Fire & Medical District" in accordance with the Network's then-current credit policies, for all Series episodes in which SFMD 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.
8. No Obligation to Proceed. SFMD acknowledges and agrees that Producer is not obligated to actually use SFMD 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. Producer and SFMD acknowledge and agree that at any time during the Term, either party may terminate this Agreement upon thirty (30) days written notice to the other party.
9. No partnership. It is expressly understood and agreed that 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. SFMD and SFMD Personnel shall at all times continue to independently conduct their operations and activities as they customarily operate, without regard to any other creative or logistical requests placed upon them by, or as a result of, the filming and production of the Series. Notwithstanding the foregoing or anything to the contrary herein, to the extent Producer has employees working on the Series, such employees would be covered under Producer's worker's compensation insurance, subject to the restrictions, limitations, exclusions and other provisions contained in such policy, for claims arising within the scope of such employee's engagement with Producer, and upon SFMD's reasonable request, Producer shall furnish to SFMD duly executed forms as prescribed by the Arizona Industrial Commission showing that said insurance coverage is in full force and effect.
10. Insurance. Producer will obtain and keep in force during production of the Series with SFMD a policy of commercial general liability insurance naming SFMD as an additional insured entity in a minimum amount of \$1,000,000 and provide proof thereof to SFMD prior to the commencement of production.
11. Indemnification. Except as arising from matters covered by SFMD's indemnification to Producer as set forth below, Producer agrees to defend, indemnify and hold harmless SFMD 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 of the Series. SFMD 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 SFMD, if such compromise, settlement or other agreement includes an admission of liability on behalf of or by the SFMD. SFMD agrees to defend, indemnify and hold harmless Producer from and against any and all third party liabilities, third party claims, costs, damages, losses, or judgments arising out of or in connection with any alleged violations of the Health Insurance Portability and Accounting Act and/or the gross negligence or willful misconduct of SFMD and/or SFMD Personnel. Nothing contained herein shall be construed to expand the liability of SFMD or its employees beyond the gross negligence/intentional misconduct standard applicable to emergency medical technicians or paramedics providing emergency medical aid as provided for in A.R.S. § 48-818. In addition, notwithstanding the above, the Producer shall defend, indemnify and hold harmless

SFMD from and against any and all third party liabilities, third party claims, costs, damages, losses, or judgments arising out of or in connection with any violation of state privacy law or HIPAA by Producer, its agents, representatives, officers, directors, officials, and employees.

12. 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 Arizona, 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 Apache Junction, Arizona 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.
13. Non-Discrimination: Producer warrants that it complies with any state and federal laws, rules and regulations which mandate that all persons, regardless of race, color, creed, religion, sex, genetic information, age, national origin, disability, familial status or political affiliation, shall have equal access to employment opportunities, including but not limited to the Americans with Disabilities Act. The Producer shall take affirmative action to ensure that it will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, and the Genetic Information Nondiscrimination Act of 2008.
14. Legal Arizona Workers Act Compliance: Producer is required to comply with A.R.S. §41-4401, and hereby warrants that it will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. §41-4401, and with the e-verification requirements of A.R.S. §23-214(A) (together the “state and federal immigration laws”). Producer further agrees to ensure that each subcontractor that performs any work under this Agreement likewise complies with the state and federal immigration laws. Producer understands that a breach of a warranty regarding compliance with the state and federal immigration laws shall be deemed a material breach of the Agreement and the party who breaches may be subject to penalties up to and including termination of the Agreement. SFMD retains the legal right to reasonably inspect the papers of any contractor or subcontract employee working under the terms of the Agreement to ensure that the other party is complying with the warranties regarding compliance with the state and federal immigration laws.
15. Interpretation: This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the parties hereto. This Agreement is the result of negotiations between, and has been reviewed by, each of the parties hereto and their respective counsel. Accordingly, this Agreement shall be deemed to be the product of all of the parties hereto, and no ambiguity shall be construed in favor of, or against any one of, the parties hereto.
16. Arbitration: To the extent permitted, the parties agree to resolve any dispute between the parties arising out of this Agreement by arbitration, making use of the Uniform Rules of Arbitration as adopted by the State of Arizona.
17. Boycott: To the extent required by law, the undersigned Producer hereby certifies that it is not currently engaged in, and agrees for the duration of the Agreement to not engage in, a boycott of Israel.
18. Privacy – Confidential Information: Each Party acknowledges that its employees or agents may, in the performance of its obligations under this Agreement, come into possession of information that is confidential or privileged. In that event, said Party shall maintain the private or confidential nature of that information, and shall comply with state and federal law, including any requirements imposed by HIPAA. In addition, if

required, Producer agrees to execute a Business Associate Agreement, after a reasonable opportunity to review and comment thereon.

19. 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 SFMD:
Superstition Fire & Medical District
565 N Idaho Rd
Apache Junction, Arizona 85119
Attn: Chief Mike Farber

If to Producer:
Big Fish Entertainment, LLC
5 Times Square
Floors 9 & 10
New York, NY 10036
Attention: Daniel Cesareo

With a courtesy copy to:
Del Shaw Moonves Tanaka Finkelstein & Lezcano
2029 Century Park East, Suite 1750
Los Angeles, CA 90067
Attn: Ethan J. Cohan, Esq. and Todd J. Weinstein, Esq.

20. 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 the network airing the Series or any other distributor in connection with the production, distribution or exploitation of the Series without the consent of SFMD or any other party, provided that Producer shall not be relieved of its obligations hereunder with respect to access to and filming on the SFMD Property as set forth herein as a result of such assignment, and further provided that Producer may not subcontract to another party for performance of the terms and conditions hereof without the written consent of the SFMD, which shall not be unreasonably withheld. SFMD shall not be permitted to assign or delegate any of rights or obligations under this Agreement. Except if required by law, SFMD shall at all times keep the terms of this Agreement confidential. 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”) 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,

BIG FISH ENTERTAINMENT LLC

By: _____
Daniel Cesareo, President

ACKNOWLEDGED AND AGREED:

SUPERSTITION FIRE & MEDICAL DISTRICT

By: _____

Its: _____

Exhibit A

Series Concept

Big Fish Entertainment LLC (“BFE”) proposes an “Almost Live” multi-part series that embeds in several cities across the country following several fire stations, firefighters, paramedics and EMTs (collectively, “Emergency Services Personnel”) in each location, for the duration of the series. It’s an unprecedented “Almost Live” look at Emergency Services Personnel in America as never before seen on television. “The appearance of” no editing, and the feeling as if content is coming straight from the street to living rooms across America. We’ll embed in several cities across the country following several Emergency Services Personnel in each city across the 8-12 week run.

In Apache Junction, Arizona, we propose embedding with the Superstition Fire & Medical District (“SFMD”) on a shift(s) to capture the "real-time" perspective and diversity within the department and the city. The story will be told through the “Almost Live” experiences of the Emergency Services Personnel during that shift. In Addition to the “Almost Live” content, episodes will feature pre-taped packages that will further showcase the Emergency Services Personnel, the work, the locations and the departments.

Almost Live

The cell phone has turned every bystander into a citizen journalist. The Internet is littered with hundreds of thousands of dashboard cams – including bystander videos of heroes from First Responder units in action, doing miraculous things. “Live Rescue” will be a new, close to real-time communications and outreach effort. Each week we will broadcast “live” from that night’s shift.

With the success of our television program “Live PD” and our previous programs as well, the Big Fish production team has now logged over 300 hours working with law enforcement (on the live concept), emergency services and military focused programs and we are intimately familiar with the legal and ethical concerns and will work closely to ensure all guidelines are met.

Safety and Legal Precautions

The "Almost Live" aspect will be on a time delay. This delay will allow us to eliminate or blur sensitive material and address any legal concerns prior to broadcast. A department representative will have access to the broadcast control room on location to ensure the standards of content and safety protocols on behalf of the Emergency Services Personnel, the department, and the city.

Network

A&E, home to “Live PD”, “First 48” and “Scared Straight, is currently the broadcast partner for the project.

Timeline

BFE proposes to begin production in _____, 2020 with some preliminary non-live filming and then being embedded for “live” and “almost live” filming.

Film Crews

Each crew will generally consist of two-three members: one camera operator, one audio person and one producer (only when necessary). The crew will have extensive experience working with Emergency Services Personnel and Law Enforcement, and be certified in field and safety procedures in the field. As

always, they will follow the direction of their assigned First Responder Unit. Safety of the Emergency Services Personnel and film crew are paramount. At no time will safety be secondary to filming. Emergency Services Personnel will control the environment at all times and be able to stop filming at their discretion.

Access to Locations

The primary locations for the series shall include public streets, fire stations, training facilities, Emergency Services Personnel's headquarters and similar offices, fire, ambulance and other emergency and rescue vehicles and department vehicles. BFE will be responsible for obtaining permission to shoot on any private property.

Access to Superstition Fire & Medical District

BFE requires access to one small area within the Department station to stage its operations, re-charge batteries, and undertake other production-related activities. BFE will be responsible for security of its equipment. BFE will need parking for two vehicles at the department or at a parking lot adjacent to the department.

Access to Key Characters

The proposed main characters in the series would include 3 to 5 key Emergency Services Personnel involved in the SFMD. Coverage of Emergency Services Personnel would be simultaneous at times, but may also rotate periodically.

Activities

BFE filming may include, without limitation, any and/or all of the following activities:

- Initial call response
- Investigations
- Operations
- Day-to-day station/department meetings, shift changes, etc.
- Emergency Services Personnel preparing for their shifts
- Any assignment process
- Day and Night time shift vehicle ride along on Fire, rescue, ambulance and other vehicles
- Any relevant training exercises
- Regular Interviews with key Emergency Services Personnel in the department
- Activity at the station

All access will be controlled by the SFMD's Public Information Officer as well as the specific Emergency Services Personnel involved. BFE will provide a liaison with the SFMD to maintain communication and updates at all times concerning the activities and whereabouts of the production crew. BFE will work with SFMD members to develop strict protocols in regards to the parameters of filming. The Series will not reveal any confidential information that SFMD instructs BFE not to release as public information.



~~February 21, 2020~~April 1, 2020

Superstition Fire & Medical District
565 N Idaho Rd
Apache Junction, Arizona 85119
Attn: Chief Mike Farber

Re: "Live Rescue" – Access Agreement

Ladies/Gentlemen:

This letter will confirm the agreement ("Agreement"), dated and with effect from ~~February 21~~April 1, 2020 (the "Effective Date"), between Superstition Fire & Medical District ("SFMD") and Big Fish Entertainment LLC ("Producer") with respect to Producer's television series currently entitled "Live Rescue" as more fully described in Exhibit A attached hereto (the "Series"):

1. **Term.** The term of this Agreement ("Term") is the period commencing on the Effective Date and continue for a period of one (1) year through and including, ~~February 20~~March 31, 2021 (the "Initial Contract Year"). The parties shall have the right to extend the Term for an additional one (1) year period through and including, ~~February 20~~March 31, 2022 by mutual agreement. If any television network for which Producer is producing the Series (the "Network") desires additional options to order more Series episodes for production requiring access beyond the Initial Contract Year, Producer and SFMD shall negotiate in good faith to extend the Term as required by the Network (for purposes of this Agreement any extension hereunder may collectively be referred to as the "Extended Term").
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reasonable wear and tear excepted. SFMD further agrees that Producer shall be entitled to return to SFMD Property thereafter at a mutually acceptable date and time, if and as required for still photography or other activity required in connection with the production, promotion or other exploitation of the Series. Producer acknowledges and agrees that Producer shall be responsible for obtaining HIPAA waivers as necessary in the course of filming for the Series. Notwithstanding the foregoing, Producer acknowledges and agrees that Producer may not enter private residences without prior permission or consent from the appropriate private party, and Producer further understands that SFMD Personnel are not required to obtain such permission or consent for Producer. Producer and SFMD acknowledge and agree that SFMD shall not be obligated to require SFMD personnel to participate against their wishes in connection with any filming set forth hereunder.

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7. Credit. SFMD acknowledges that any credits or other identification of SFMD 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 SFMD an on-screen credit in substantially the form "Special Thanks to the Superstition Fire & Medical District" in accordance with the Network's then-current credit policies, for all Series episodes in which SFMD 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.
8. No Obligation to Proceed. SFMD acknowledges and agrees that Producer is not obligated to actually use SFMD 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. Producer and SFMD acknowledge and agree that at any time during the Term, either party may terminate this Agreement upon thirty (30) days written notice to the other party.
9. No partnership. It is expressly understood and agreed that 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. SFMD and SFMD Personnel shall at all times continue to independently conduct their operations and activities as they customarily operate, without regard to any other creative or logistical requests placed upon them by, or as a result of, the filming and production of the Series. Notwithstanding the foregoing or anything to the contrary herein, to the extent Producer has employees working on the Series, such employees would be covered under Producer's worker's compensation insurance, subject to the restrictions, limitations, exclusions and other provisions contained in such policy, for claims arising within the scope of such employee's engagement with Producer, and upon SFMD's reasonable request, Producer shall furnish to SFMD duly executed forms as prescribed by the Arizona Industrial Commission showing that said insurance coverage is in full force and effect.
10. Insurance. Producer will obtain and keep in force during production of the Series with SFMD a policy of commercial general liability insurance naming SFMD as an additional insured entity in a minimum amount of \$1,000,000 and provide proof thereof to SFMD prior to the commencement of production.
11. Indemnification. Except as arising from matters covered by SFMD's indemnification to Producer as set forth below, Producer agrees to defend, indemnify and hold harmless SFMD 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 of the Series. SFMD 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 SFMD, if such compromise, settlement or other agreement includes an admission of liability on behalf of or by the SFMD. SFMD agrees to defend, indemnify and hold harmless Producer from and against any and all third party liabilities, third party claims, costs, damages, losses, or judgments arising out of or in connection with any alleged violations of the Health Insurance Portability and Accounting Act and/or the gross negligence or willful misconduct of SFMD and/or SFMD Personnel. Nothing contained herein shall be construed to expand the liability of SFMD or its employees beyond the gross negligence/intentional misconduct standard applicable to emergency medical technicians or paramedics providing emergency medical aid as provided for in

A.R.S. § 48-818. In addition, notwithstanding the above, the Producer shall defend, indemnify and hold harmless SFMD from and against any and all third party liabilities, third party claims, costs, damages, losses, or judgments arising out of or in connection with any violation of state privacy law or HIPAA by Producer, its agents, representatives, officers, directors, officials, and employees.

12. 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 Arizona, 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 Apache Junction, Arizona 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.
13. Non-Discrimination: Producer warrants that it complies with any state and federal laws, rules and regulations which mandate that all persons, regardless of race, color, creed, religion, sex, genetic information, age, national origin, disability, familial status or political affiliation, shall have equal access to employment opportunities, including but not limited to the Americans with Disabilities Act. The Producer shall take affirmative action to ensure that it will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, and the Genetic Information Nondiscrimination Act of 2008.
14. Legal Arizona Workers Act Compliance: Producer is required to comply with A.R.S. §41-4401, and hereby warrants that it will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. §41-4401, and with the e-verification requirements of A.R.S. §23-214(A) (together the “state and federal immigration laws”). Producer further agrees to ensure that each subcontractor that performs any work under this Agreement likewise complies with the state and federal immigration laws. Producer understands that a breach of a warranty regarding compliance with the state and federal immigration laws shall be deemed a material breach of the Agreement and the party who breaches may be subject to penalties up to and including termination of the Agreement. SFMD retains the legal right to reasonably inspect the papers of any contractor or subcontract employee working under the terms of the Agreement to ensure that the other party is complying with the warranties regarding compliance with the state and federal immigration laws.
15. Interpretation: This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the parties hereto. This Agreement is the result of negotiations between, and has been reviewed by, each of the parties hereto and their respective counsel. Accordingly, this Agreement shall be deemed to be the product of all of the parties hereto, and no ambiguity shall be construed in favor of, or against any one of, the parties hereto.
16. Arbitration: To the extent permitted, the parties agree to resolve any dispute between the parties arising out of this Agreement by arbitration, making use of the Uniform Rules of Arbitration as adopted by the State of Arizona.
17. Boycott: To the extent required by law, the undersigned Producer hereby certifies that it is not currently engaged in, and agrees for the duration of the Agreement to not engage in, a boycott of Israel.
18. Privacy – Confidential Information: Each Party acknowledges that its employees or agents may, in the performance of its obligations under this Agreement, come into possession of information that is confidential or privileged. In that event, said Party shall maintain the private or confidential nature of that information, and shall comply with state and federal law, including any requirements imposed by HIPAA. In addition, if

required, Producer agrees to execute a Business Associate Agreement, after a reasonable opportunity to review and comment thereon.

13.19. 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 SFMD:
Superstition Fire & Medical District
565 N Idaho Rd
Apache Junction, Arizona 85119
Attn: Chief Mike Farber

If to Producer:
Big Fish Entertainment, LLC
5 Times Square
Floors 9 & 10
New York, NY 10036
Attention: Daniel Cesareo

With a courtesy copy to:
Del Shaw Moonves Tanaka Finkelstein & Lezcano
2029 Century Park East, Suite 1750
Los Angeles, CA 90067
Attn: Ethan J. Cohan, Esq. and Todd J. Weinstein, Esq.

14.20. 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 to the network airing the Series or any other distributor any person, firm, or corporation related to the in connection with the~~ production, distribution or exploitation of the Series without the consent of SFMD or any other party, provided that Producer shall not be relieved of its obligations hereunder with respect to access to and filming on the SFMD Property as set forth herein as a result of such assignment, and further provided that Producer may not subcontract to another party for performance of the terms and conditions hereof without the written consent of the SFMD, which shall not be unreasonably withheld. SFMD shall not be permitted to assign or delegate any of rights or obligations under this Agreement. Except if required by law, SFMD shall at all times keep the terms of this Agreement confidential. 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”) 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,

BIG FISH ENTERTAINMENT LLC

By: _____
Daniel Cesareo, President

ACKNOWLEDGED AND AGREED:

SUPERSTITION FIRE & MEDICAL DISTRICT

By: _____

Its: _____

Exhibit A

Series Concept

Big Fish Entertainment LLC (“BFE”) proposes an “Almost Live” multi-part series that embeds in several cities across the country following several fire stations, firefighters, paramedics and EMTs (collectively, “Emergency Services Personnel”) in each location, for the duration of the series. It’s an unprecedented “Almost Live” look at Emergency Services Personnel in America as never before seen on television. “The appearance of” no editing, and the feeling as if content is coming straight from the street to living rooms across America. We’ll embed in several cities across the country following several Emergency Services Personnel in each city across the 8-12 week run.

In Apache Junction, Arizona, we propose embedding with the Superstition Fire & Medical District (“SFMD”) on a shift(s) to capture the "real-time" perspective and diversity within the department and the city. The story will be told through the “Almost Live” experiences of the Emergency Services Personnel during that shift. In Addition to the “Almost Live” content, episodes will feature pre-taped packages that will further showcase the Emergency Services Personnel, the work, the locations and the departments.

Almost Live

The cell phone has turned every bystander into a citizen journalist. The Internet is littered with hundreds of thousands of dashboard cams – including bystander videos of heroes from First Responder units in action, doing miraculous things. “Live Rescue” will be a new, close to real-time communications and outreach effort. Each week we will broadcast “live” from that night’s shift.

With the success of our television program “Live PD” and our previous programs as well, the Big Fish production team has now logged over 300 hours working with law enforcement (on the live concept), emergency services and military focused programs and we are intimately familiar with the legal and ethical concerns and will work closely to ensure all guidelines are met.

Safety and Legal Precautions

The "Almost Live" aspect will be on a time delay. This delay will allow us to eliminate or blur sensitive material and address any legal concerns prior to broadcast. A department representative will have access to the broadcast control room on location to ensure the standards of content and safety protocols on behalf of the Emergency Services Personnel, the department, and the city.

Network

A&E, home to “Live PD”, “First 48” and “Scared Straight, is currently the broadcast partner for the project.

Timeline

BFE proposes to begin production in _____, 2020 with some preliminary non-live filming and then being embedded for “live” and “almost live” filming.

Film Crews

Each crew will generally consist of two-three members: one camera operator, one audio person and one producer (only when necessary). The crew will have extensive experience working with Emergency Services Personnel and Law Enforcement, and be certified in field and safety procedures in the field. As

always, they will follow the direction of their assigned First Responder Unit. Safety of the Emergency Services Personnel and film crew are paramount. At no time will safety be secondary to filming. Emergency Services Personnel will control the environment at all times and be able to stop filming at their discretion.

Access to Locations

The primary locations for the series shall include public streets, fire stations, training facilities, Emergency Services Personnel's headquarters and similar offices, fire, ambulance and other emergency and rescue vehicles and department vehicles. BFE will be responsible for obtaining permission to shoot on any private property.

Access to Superstition Fire & Medical District

BFE requires access to one small area within the Department station to stage its operations, re-charge batteries, and undertake other production-related activities. BFE will be responsible for security of its equipment. BFE will need parking for two vehicles at the department or at a parking lot adjacent to the department.

Access to Key Characters

The proposed main characters in the series would include 3 to 5 key Emergency Services Personnel involved in the SFMD. Coverage of Emergency Services Personnel would be simultaneous at times, but may also rotate periodically.

Activities

BFE filming may include, without limitation, any and/or all of the following activities:

- Initial call response
- Investigations
- Operations
- Day-to-day station/department meetings, shift changes, etc.
- Emergency Services Personnel preparing for their shifts
- Any assignment process
- Day and Night time shift vehicle ride along on Fire, rescue, ambulance and other vehicles
- Any relevant training exercises
- Regular Interviews with key Emergency Services Personnel in the department
- Activity at the station

All access will be controlled by the SFMD's Public Information Officer as well as the specific Emergency Services Personnel involved. BFE will provide a liaison with the SFMD to maintain communication and updates at all times concerning the activities and whereabouts of the production crew. BFE will work with SFMD members to develop strict protocols in regards to the parameters of filming. The Series will not reveal any confidential information that SFMD instructs BFE not to release as public information.