

February 21, 2014

**CITY CLERK  
ORIGINAL**

Debora Black, Chief of Police  
c/o: Assistant Chief Dominguez  
Glendale Police Department  
6835 North 57th Drive  
Glendale, AZ 85301

Chief Black,

This letter will confirm our understanding of conditions under which Langley Productions, Inc. ("LP") will produce episodes of COPS with the cooperation of the **Glendale Police Department** ("Department").

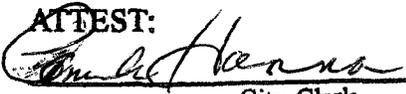
1. The Department will be fully consulted in advance of LP filming, after which the Department will allow LP reasonable access to officers and situations such officers encounter. All LP film activity will be subject to and under control of the Department officer in charge. LP recognizes that some officers and citizens may refuse to be filmed and that the Department has no obligation to compel them to do so.
2. LP hereby grants Department the right to review and approve all completed segments prior to "on-lining" with final effects and sound prior to broadcast. LP agrees to provide the Department's Designated Officer with approval copies of each segment no less than twenty (20) working days prior to segment on-lining. In consideration of the time-sensitive nature of LP delivery requirements, Department agrees to provide any notes regarding substantive segment content no less than ten (10) working days prior to segment on-lining.
3. The parties to this agreement, LP and Department, agree that they shall each indemnify, defend and hold harmless, the other party, its officers, agents, employees and administrators from and against any and all claims for damage and liability for injury to or death of persons; and for damage to or destruction of property occurring during and arising out of the acts or omissions of the indemnifying party, its employees and/or agents with regard to the filming; and shall pay the reasonable cost of defending lawsuits resulting therefrom, including, but not limited to, reasonable attorneys fees, court costs and any judgment awarded to a third party as the result of such suit. In addition to the foregoing, LP also agrees to indemnify, defend and hold harmless the Department from and against all claims related to intellectual property claims arising out of LP's filming activities.

**LANGLEY**  
PRODUCTIONS

4. The **City Of Glendale, Arizona** shall be named an additional insured on LP's Comprehensive General Liability Insurance Policy, which shall be written up to a minimum of \$1,000,000.00 in coverage. LP's insurance coverage shall be primary insurance with respect to the Department, its officers, agents, employees and administrators. Any insurance or self-insurance maintained by the Department, its officers, agents, employees or administrators shall be in excess of LP's insurance, and shall not contribute with it.

  
02/21/2014  
Zach Ragsdale  
Producer, COPS  
LANGLEY PRODUCTIONS, INC

  
Signature of Authorized Representative  
Glendale Police Department

ATTEST:  
  
City Clerk

Approved as to form

  
City Attorney