

CAUSE NO. \_\_\_\_\_

COUNTY OF WILLIAMSON,  
by and through the Williamson County  
Commissioners Court,  
*Plaintiff,*

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IN THE DISTRICT COURT

vs.

OF WILLIAMSON COUNTY, TEXAS

ROBERT CHODY, in his individual  
capacity and in his official capacity as  
Sheriff of Williamson County

*Defendant.*

\_\_\_\_ JUDICIAL DISTRICT

**PLAINTIFF’S ORIGINAL PETITION FOR DECLARATORY JUDGMENT AND  
APPLICATION FOR TEMPORARY AND PERMANENT INJUNCTIVE RELIEF**

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Plaintiff, the County of Williamson, Texas, by and through the Williamson County Commissioners Court, (hereinafter, “Plaintiff,” “Williamson County,” or “the County”)<sup>1</sup> files this original petition for declaratory judgment and application for a temporary and permanent injunctive relief, complaining of Defendant ROBERT CHODY, in his individual capacity and in his official capacity as Sheriff of Williamson County, and for cause of action would respectfully show as follows:

## **I. INTRODUCTION**

1. Williamson County is forced to bring this suit because Williamson County Sheriff Robert Chody will not respect and accept the constitutional right of the Williamson County Commissioners Court (hereinafter, the “Commissioners Court”) to make the business decisions for Williamson County. Blinded by the TV lights, Sheriff Chody has lost sight of his core duties as Sheriff of Williamson County. His job is sheriff, not TV producer, reality TV star or show business agent. The constitution says it is the job of the County Commissioners Court to operate the business of the county, and that includes making decisions about if, when and how the county will enter into contracts.

2. After years of seeing firsthand the pros and cons of the show business of live “reality” TV in county law enforcement, the Commissioners decided the cons outweighed the pros, as is their job. For many good business reasons, and after public input, the Commissioners Court unanimously voted to terminate a contract for a live TV show with a company named Big Fish that featured the Williamson County Sheriff’s Office in a show called Live PD.

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<sup>1</sup> Williamson County Commissioners Terry Cook (Precinct 1), Cynthia Long (Precinct 2), Valerie Covey (Precinct 3), and Russ Boles (Precinct 4) voted unanimously to authorize the filing of this Petition. Williamson County Judge Bill Gravell has recused himself from this matter.

3. However, Sheriff Chody didn't like losing the TV spotlight. More concerned about show business than sheriff business, he went behind the Commissioners' backs after they terminated the contract and he secretly and illegally re-contracted with Big Fish to re-start the live TV show, wrongly allowing the show to use county resources while exposing the county to great liability. Worse yet, after getting the contract, Sheriff Chody jeopardized criminal convictions and citizen protection for TV ratings and exposure. The County and its citizens lose when its Sheriff prioritizes TV appearance and ratings over safety and proper police work.

4. The Sheriff doesn't have the sole power or authority to enter that contract. It's not his job and violates the Constitution. Sheriff Chody claims what he signed with Big Fish is not a contract, it's just an "agreement." That claim would be laughable if this issue wasn't so serious. There is no "show business exception" to the Constitution. Sheriff Chody can perform the core duties of sheriff without the live TV show. But he doesn't want to. Instead, Sheriff Chody seeks social media and TV exposure like a moth to a light bulb – and he's flown out of his job description to get back on TV.

5. The contract he entered with Big Fish to re-start the live TV show is void because Sheriff Chody doesn't have the authority to enter it. That's the job of the Commissioners Court and it decided that the show was over in Williamson County. The law says the Sheriff and Big Fish have to respect and abide by that decision, but since they wrongly refuse to, the Commissioners Court now asks this Court make Sheriff Chody abide by the law.

## **II. DISCOVERY CONTROL PLAN**

6. Plaintiff requests that discovery be conducted under Discovery Control Plan Level 3, as set forth in Rule 190.4 of the Texas Rules of Civil Procedure.

## **III. PARTIES**

7. This action is brought for and on behalf of Williamson County, by and through the

Williamson County Commissioners Court.

8. Defendant Robert Chody is the Sheriff of Williamson County, Texas. Sheriff Chody is sued in his individual capacity and in his official capacity as the Sheriff of Williamson County. Sheriff Chody may be served with process at his usual of business, 508 S. Rock St., Georgetown, Texas 78626, or wherever he may be found.

#### IV. JURISDICTION AND VENUE

9. This Court has jurisdiction to enjoin and declare invalid actions taken by governmental agencies and officials that violate the Texas Constitution and statutes, and to issue writs of mandamus and/or injunction to compel an agency to perform a ministerial duty or to correct an abuse of discretion.<sup>2</sup>

10. This Court also has jurisdiction over this case because it has the power to declare rights, status, or other legal relations between the parties whether or not further relief is or could be claimed.<sup>3</sup>

11. Venue is mandatory in Williamson County because this suit is against the Sheriff of Williamson County in his official capacity.<sup>4</sup> Venue is also proper in Williamson County because Sheriff Chody is a resident of Williamson County and all or a substantial part of the events giving rise to the claims in this action occurred in Williamson County.<sup>5</sup>

12. As required by Texas Rule of Civil Procedure 47(c), Plaintiff states that it seeks monetary relief of \$100,000 or less and non-monetary relief.

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<sup>2</sup> See Tex. Const. art. V, §8; Tex. Gov't Code § 24.011; *Vondy v. Comm'rs Court*, 620 S.W.2d 104, 109 (Tex. 1981); *Sheppard v. Thomas*, 101 S.W.3d 577, 580 (Tex. App.—Houston [1st Dist.] 2003, pet. denied).

<sup>3</sup> See Tex. Civ. Prac. & Rem. Code §§ 37.002(b), 37.003; see *Cascos v. Cameron Cnty. Att'y*, 319 S.W.3d 205, 224–25 (Tex. App.—Corpus Christi, no pet.).

<sup>4</sup> See Tex. Civ. Prac. & Rem. Code § 15.015.

<sup>5</sup> Tex. Civ. Prac. & Rem. Code § 15.002(1), (2).

## V. FACTUAL BACKGROUND

### A. The Commissioners Court has the sole authority to enter into contracts on behalf of Williamson County, and approval of the Commissioners Court is required to use county property for the production of reality television shows like Live PD.

13. The Texas Constitution established the county commissioners court as the county's principal governing body, and provides that the commissioners court "shall exercise such powers and jurisdiction *over all county business . . .*"<sup>6</sup> The powers and duties of the commissioners court include aspects of legislative, executive, administrative, and judicial functions.<sup>7</sup>

14. In the exercise of its powers and jurisdiction over county business, the commissioners court has implied authority to exercise broad discretion to accomplish the purposes intended.<sup>8</sup> In determining the scope of authority of commissioners court, "Constitutional and statutory provisions conferring authority upon the Commissioners Court should be broadly and liberally construed . . ." <sup>9</sup> It is well established in Texas law that the commissioners court, as the governing body of the county, "is the general business and contracting agency of the county, and it alone has authority to make contracts binding on the county, unless otherwise specifically provided by statute."<sup>10</sup>

15. Like county commissioners, the county sheriff's power derives from the Texas Constitution and statutes.<sup>11</sup> The Constitution itself simply states that the Legislature shall prescribe the sheriff's "duties, qualifications, perquisites, and fees of office." A sheriff's core functions, as

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<sup>6</sup> See TEX. CONST. art. V, § 18(b) (emphasis added); *Griffin*, 266 S.W.3d at 194.

<sup>7</sup> *Griffin*, 266 S.W.3d at 194.

<sup>8</sup> *Id.*

<sup>9</sup> *Id.*

<sup>10</sup> *Anderson v. Wood*, 152 S.W.2d 1084, 1085 (Tex. 1941).

<sup>11</sup> See TEX. CONST. art. V, § 23.

prescribed by the Legislature, are to enforce the law in the county as conservator of the peace, and to keep the county jail.<sup>12</sup> A sheriff has no authority to make contracts that are binding on the county, unless he is specifically authorized to do so by statute.<sup>13</sup> It is beyond dispute that a sheriff can perform the core duties of the office without a live tv show to self-promote the sheriff or the office.

16. Reality television series featuring local police departments and sheriffs' offices have risen in popularity since the 1990s, beginning with the landmark, long-running series, "Cops." Many of these programs follow the same, basic format: camera crews are embedded with law enforcement officers and film their commentary and interactions as they perform their duties.

17. The Williamson County Commissioners' Court was first approached regarding such a program in June 2017, when Sheriff Chody (through the County Attorney) asked the Commissioners Court to authorize an access agreement (which they referred to as a contract) with a production company called Hit + Run Creative, Inc. Specifically, the proposed agreement with Hit + Run which would provide for access to premises and personnel of the Williamson County Sheriff's Office for purposes of filming a to-be-named television show that featured detectives or other officers in their work.

18. Acknowledging that any such TV-deal involving county property would need to be approved by the Commissioners Court, in a June 23, 2017 email, Sheriff Chody and the County Attorney asked the County Commissioners to place the Hit + Run contract on its agenda for approval.

19. After discussion and deliberation, the Commissioners Court exercised its business

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<sup>12</sup> See TEX. LOC. GOV'T CODE § 351.041; TEX. CODE CRIM PROC. art. 2.17.

<sup>13</sup> See *Anderson*, 152 S.W.2d at 1085.

and contracting authority by approving the Hit + Run contract on June 27, 2017. That television series never materialized, however, and the Commissioners Court once again exercised its business judgment and general management authority in December 2018 by terminating the Hit + Run contract. No one at the Sheriff's Office or County Attorney's office ever suggested that the Commissioners Court's approval was not necessary to enter into the Hit + Run contract. To the contrary, they specifically asked for the Commissioners Court to approve the contract. Likewise, the Sheriff and County Attorney never suggested that the Commissioners Court—as Williamson County's contracting agency—did not have the authority to terminate the Hit + Run contract.

20. Similarly, in the spring of 2019, the Sheriff's Office once again approached the Commissioners Court about entering into another proposed television contract, this time with a production company called M2 Productions, for program tentatively entitled, "Police Woman CSI." Sheriff Chody and M2 pitched the concept to the Commissioners Court, and lobbied for the Commissioners to approve it.

21. On or about March 13, 2019, Sheriff Chody's office forwarded a draft of the M2 contract, called an "Access Agreement," for consideration by the Commissioners Court at its next meeting. Again, it was referred to as a contract. Under the proposed Access Agreement, M2 would be granted access to Williamson County facilities where Sheriff's Office personnel were working in order to film and produce the show.

22. Notably, the M2 Access Agreement forwarded by the Sheriff's office made clear that all parties recognized the Commissioners Court as Williamson County's ultimate contracting authority, and that the Sheriff's office had no authority to enter into the Access Agreement without the Commissioners' approval:



**m2 PICTURES**

**ACCESS AGREEMENT**

This Access Agreement (“**Agreement**”) is entered into between M2 Pictures (“**Producer**”) and Williamson County Sheriff’s Office (“**Department**”), acting by and through the Williamson County Commissioner Court, in connection with the filming and recording (the “**Recording(s)**”) and, each such

23. The M2 Access Agreement also acknowledged that the signature of the Williamson County Judge (the presiding officer of the Commissioners Court) was necessary in order for it to be effective:

**IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date of the last party’s execution below.**

**DEPARTMENT**

**Williamson County, Texas,  
on behalf of the Williamson County Sheriff’s Office**

By: \_\_\_\_\_  
Judge Bill Gravell, Jr.

Title: County Judge

Date: \_\_\_\_\_, 20\_\_

Address: Williamson County Judge  
710 Main Street, Suite 101  
Georgetown, Texas 78626

**PRODUCER**

By: Mike Sinclair  
MIKE SINCLAIR

Title: PRESIDENT

Date: MARCH 13, 2019

Address: 27 West Queens Way  
Hampton, VA 23669

24. After careful deliberation and consideration, the Commissioners Court exercised its

business judgment and authorized the M2 contract on March 26, 2019. Like the Hit + Run program, however, the M2 program never took off and was eventually scrapped.

**B. The Williamson County Commissioners Court approves the 2018 and 2019 Access Agreements with Big Fish, and authorizes the County Judge to execute the contracts.**

25. Big Fish Entertainment, LLC (“Big Fish”) produces a reality television program called “Live PD” which follows and films law enforcement officers in the course of their patrols, broadcasting select live and pre-recorded encounters nationwide for the viewing audience. Like other production companies, Big Fish produces Live PD by entering into contracts with local governing bodies called “Access Agreements.” These contracts, also referred to by many as agreements or deals, contain understandings and promises that are negotiated and bargained for with terms that are intended to be binding and enforceable in a court of law. Among other things, the Access Agreements purport to grant Big Fish permission and an exclusive license to embed their film crews in county facilities and county vehicles used by law enforcement and record law enforcement personnel while on duty and responding to calls.

26. Big Fish first approached the Commissioners Court about executing an Access Agreement on or about January 9, 2018. Importantly, all parties recognized that the Commissioners Court was the principal governing body of Williamson County, and that it alone had the authority to enter into Access Agreements with Big Fish concerning Williamson County vehicles and facilities. Sheriff Chody himself even appeared on the record at Commissioners Court meetings asking the Commissioners for their permission to enter into the Access Agreement with Big Fish, and to allow him and Big Fish to use county vehicles and facilities for the production of Live PD. Clearly, Big Fish and Sheriff Chody both knew that they needed the Commissioners Court’s authorization for the Access Agreement, and they lobbied to persuade the Commissioners Court to enter into the contract.

27. According to Sheriff Chody, Big Fish represented that Live PD would be beneficial to Williamson County, because it could help local law enforcement with community outreach efforts. In reality, Big Fish (a for-profit television network based in New York City) was largely concerned with its own profits. Its intent all along was to gain access to Williamson County vehicles, facilities, and employees, and exploit select encounters with Williamson County citizens for ratings and commercial gain.

28. On January 18, 2018, after lengthy debate and consideration, and upon motion made and duly seconded, the Commissioners Court voted 5-0 to enter into an Access Agreement allowing Big Fish to use Williamson County vehicles and facilities to film and produce Live PD.

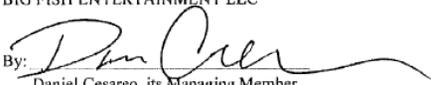
29. As authorized by the Commissioners Court, on January 18, 2018, Williamson County entered into an Access Agreement (the “2018 Access Agreement”) with Big Fish. The Access Agreement was signed by County Judge Dan Gattis, the presiding officer of the Commissioners Court, as well as by Sheriff Chody<sup>14</sup>:

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<sup>14</sup> See Exhibit 1, 2018 Access Agreement (effective Jan. 16, 2018), at 6.

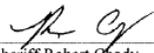
Very truly yours,

BIG FISH ENTERTAINMENT LLC

By:   
Daniel Cesareo, its Managing Member

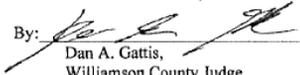
ACKNOWLEDGED AND AGREED:

WILLIAMSON COUNTY SHERIFF'S OFFICE

By:   
Sheriff Robert Ghody,  
Williamson County Sheriff

Date: 1-18, 2018

WILLIAMSON COUNTY, TEXAS

By:   
Dan A. Gattis,  
Williamson County Judge

Date: January 18, 2018

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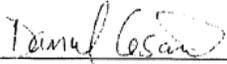
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30. As noted above, the Commissioners Court's approval for the 2018 Access Agreement was necessary since it is the sole business decisionmaker for Williamson County, and (in the absence of a statute stating otherwise) it has the exclusive right to enter into contracts concerning Williamson County facilities and vehicles.

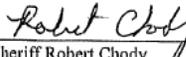
31. In addition to allowing Big Fish to use county property and vehicles for the production of its reality T.V. show, the 2018 Access Agreement (and all subsequent versions) required Commissioners Court approval because these agreements give Big Fish licenses to use county property that is exclusively within the authority of the Commissioners Court to grant, including intellectual property. For example, the Access Agreements purport to grant Big Fish a license to use the "names, signs and identifying insignia" of Williamson County and its departments, and the "names, voice, likeness, trademarks, service marks, tradenames, logos, copyrighted material" of Williamson County and its employees. The Access Agreements also

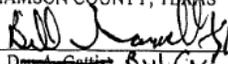
purported to give Big Fish exclusive ownership over all visual and/or audio recordings that were made using Williamson County facilities or vehicles.

32. When the 2018 Access Agreement expired per its terms, Sheriff Chody again sought the Commissioners Court’s authorization to enter into a new Access Agreement with Big Fish. The Commissioners Court voted 2-1 to enter into a new Access Agreement on June 4, 2019, and on that same day, County Judge Bill Gravell (as presiding officer of the Commissioners Court) and Sheriff Chody once again signed an Access Agreement (the “2019 Access Agreement”) permitting Big Fish use Williamson County facilities and vehicles to film and produce Live PD<sup>15</sup>:

Very truly yours,  
BIG FISH ENTERTAINMENT LLC  
By:   
Daniel Cesaro, President

ACKNOWLEDGED AND AGREED:

WILLIAMSON COUNTY SHERIFF'S OFFICE  
By:   
Sheriff Robert Chody,  
Williamson County Sheriff  
Date: June 4, 2019

WILLIAMSON COUNTY, TEXAS  
By:   
~~Dan A. Gattis~~ BILL GRAVELL  
Williamson County Judge  
Date: 6-4- \_\_\_\_\_, 2019  
6

Every iteration of the Access Agreement before the one at issue in this case contains a signature block for the County Judge to sign on behalf of Williamson County. Clearly, all parties knew and recognized that the Commissioners Court’s authority was required to enter into the Access Agreements with Big Fish.

<sup>15</sup> See Exhibit 2, 2019 Access Agreement (effective Jan. 16, 2019), at 6.

33. Importantly, the 2019 Access Agreement contained a termination provision that permits Williamson County to immediately terminate the agreement, with or without cause, upon thirty days written notice to Big Fish.<sup>16</sup>

**C. Williamson County Commissioners Court cancel the 2019 Access Agreement and prohibit Big Fish from using Williamson County facilities and vehicles to film Live PD.**

34. Once Big Fish began filming and producing Live PD pursuant to the Access Agreements, serious problems began to mount related to Big Fish's involvement in Williamson County.

35. One such problem was the cases and crimes appearing on Live TV were largely ending with dismissals instead of prosecution and convictions. Specifically, Williamson County District Attorney, Shawn Dick, voiced frustration that valuable evidence from felony cases was not being preserved by Big Fish crews who were accompanying sheriff's deputies on calls. In an email to Sheriff Chody, the District Attorney explained what he needed in order to properly prosecute the cases:

**From:** Shawn Dick <[shawn.dick@wilco.org](mailto:shawn.dick@wilco.org)>  
**Sent:** Saturday, August 17, 2019 1:38:29 PM  
**To:** Robert Chody <[rchody@wilco.org](mailto:rchody@wilco.org)>  
**Cc:** Bill Gravell <[bgravell@wilco.org](mailto:bgravell@wilco.org)>; Tim Ryle <[tim.ryle@wilco.org](mailto:tim.ryle@wilco.org)>; Doyle Hobbs <[DHobbs@wilco.org](mailto:DHobbs@wilco.org)>  
**Subject:** RE: Livepd contract

Sheriff,

I appreciate your concerns. Let me be clear. I have never believed it is my role to advocate for or against Live PD. I do not believe Lindsey has stated anything to the media. I have been the one to make the statements from our office. I have only asked from the very beginning:

1. To identify the cases on Live PD to our office
2. To list the witnesses and their contact information from Big Fish Entertainment in the offense report
3. To assist in procuring the raw footage of the felony arrests

The District Attorney went on to indicate that Big Fish and the Sheriff Chody have repeatedly

<sup>16</sup> See Exhibit 2, 2019 Access Agreement (effective Jan. 16, 2019), at 1.

refused to comply with his reasonable requests to preserve evidence necessary to successfully prosecute some of the serious felonies depicted on Live PD:

Beginning in Live PD's Season 1, I have personally requested, on several occasions, the witness names from you and Chief Ryle. To date, our office has never been given the name of any Big Fish Entertainment witness. To date, we have never received Live PD raw footage. This makes prosecution of these felonies immensely more difficult. I was hopeful after our cordial conversation that everything would be resolved. Unfortunately, Mr. Nassour's response made it clear that my requests were not going to be complied with.

36. Indeed, many felony arrests featured on Live PD or captured by a Big Fish crew never resulted in a conviction, due to Big Fish and Sheriff Chody's failure or unwillingness to preserve and provide all video evidence and the name of the videographer, evidence the District Attorney believed was necessary to successfully prosecute the case.

37. In addition to concerns about the preservation of evidence by Big Fish, safety concerns were raised by Williamson County emergency dispatchers about how they were instructed by Sheriff Chody not to dispatch "Live PD" deputies to nearby calls—even priority calls. Instead, these deputies would put themselves on calls that were only of interest to Live PD's producers without notifying the dispatcher, thus causing confusion and resulting in multiple deputies responding to relatively minor offenses. Meanwhile, deputies not assigned to Live PD patrol cars were left without backup, and often had to speed across the county, lights and sirens blaring, to cover priority calls that were refused by "Live PD" deputies.

38. Moreover, due to numerous lawsuits filed against Big Fish and their affiliated counties across the country, as well as the liability issues inherent in permitting a camera crew to accompany deputies on emergency calls, there was a strong likelihood that Williamson County's insurance premiums would increase significantly directly as a result of Live PD's involvement in the County.

39. In light of these serious concerns and others, the Commissioners Court, as the principal governing, budgeting, business and contracting authority for Williamson County, voted

5-0 to terminate the 2019 Access Agreement with Big Fish on August 20, 2019, in accordance with the termination provisions of that contract.<sup>17</sup>

40. That same day, the Commissioners Court sent a termination letter to Big Fish, properly notifying it of its intent to end the 2019 Access Agreement.<sup>18</sup> Among other things, the termination letter made clear that Big Fish no longer had Williamson County’s license or permission to:

- a. Enter upon and film at Williamson County offices and facilities or in vehicles utilized by and/or in connection with the Williamson County Sheriff’s Office;
- b. Photograph, record or otherwise film the names, voices, likeness, images, trademarks, service marks, tradenames, logos, copyrighted material and/or other materials of Williamson County in connection with the development, production, exhibition, exploitation, and promotion of Big Fish Entertainment, LLC’s television series currently entitled “Live PD”; or
- c. Access areas within Williamson County facilities to stage its operations, re-charge batteries or undertake other production-related activities.<sup>19</sup>

41. Neither the Sheriff or Big Fish claimed the Commissioners Court lacked the right to terminate the contract nor did they claim the contract could continue with only the Sheriff’s agreement. After the 30-day notice period required under the contract, Big Fish seemingly ceased all filming and use of Williamson County vehicles and facilities, at least for the time being.

**D. Sheriff Chody secretly signs a new Access Agreement with Big Fish behind the back of the Commissioners Court, and allows Big Fish to resume using Williamson County property for Live PD.**

42. On or about March 6, 2020—without notifying, consulting with or obtaining the authorization of the Commissioners Court—Sheriff Chody secretly executed a new Access

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<sup>17</sup> See Exhibit 2, 2019 Access Agreement (effective Jan. 16, 2019), at 1.

<sup>18</sup> See Exhibit 3, Termination Letter from H. Hawes to Big Fish (dated Aug. 20, 2019).

<sup>19</sup> Exhibit 3, Termination Letter from H. Hawes to Big Fish (dated Aug. 20, 2019), at 1–2.

Agreement (the “March 2020 Access Agreement”) with Big Fish purporting to grant it the same licenses to use Williamson County property as contained in the original Access Agreements.<sup>20</sup>

43. In an underhanded effort to defy the will of the Commissioners Court and circumvent their judgment, Sheriff Chody and Big Fish altered the Access Agreement by removing the signature block for the County Judge that had been included in every previous iteration of the contract<sup>21</sup>:

<b><u>2019 Access Agreement</u></b>	vs.	<b><u>March 2020 Access Agreement</u></b>
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<div style="border: 1px solid black; padding: 5px;"><p>Very truly yours, BIG FISH ENTERTAINMENT LLC By: <u>Daniel Cesaro</u> Daniel Cesaro, President</p><p style="text-align: center;">ACKNOWLEDGED AND AGREED:  WILLIAMSON COUNTY SHERIFF'S OFFICE By: <u>Robert Chody</u> Sheriff Robert Chody, Williamson County Sheriff Date: <u>June 4</u>, 2019</p><div style="border: 2px solid red; padding: 5px; margin: 10px auto; width: 80%;"><p style="text-align: center;">WILLIAMSON COUNTY, TEXAS By: <u>Bill Grawell</u> Dan A. Gattis, Bill Grawell Williamson County Judge Date: <u>6-4</u>, 2019 6</p></div></div>	<div style="border: 1px solid black; padding: 5px;"><p>Very truly yours, BIG FISH ENTERTAINMENT LLC By: <u>Daniel Cesaro</u> Daniel Cesaro, President</p><p style="text-align: center;">ACKNOWLEDGED AND AGREED:  WILLIAMSON COUNTY SHERIFF'S OFFICE By: <u>Robert Chody</u> Sheriff Robert Chody, Williamson County Sheriff Date: <u>3-6</u>, 2020</p><div style="border: 2px solid red; padding: 10px; margin: 10px auto; width: 80%;"><p style="text-align: center; color: red;"><i>Commissioners Court Signature Block Deleted</i></p><p style="text-align: center;">6</p></div></div>
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In the new Access Agreement, Sheriff Chody purportedly agreed to grant permission to use county property and facilities as before, including that Big Fish could continue to access, use, and film Williamson County facilities, vehicles, and deputies for commercial purposes.<sup>22</sup> Sheriff Chody

<sup>20</sup> See Exhibit 4, March 2020 Access Agreement (effective Mar. 5, 2020).

<sup>21</sup> Compare Exhibit 2, 2019 Access Agreement (effective Jan. 16, 2019), with Exhibit 4, March 2020 Access Agreement (effective Mar. 5, 2020), at 6.

<sup>22</sup> See Exhibit 4, March 2020 Access Agreement (dated Mar. 5, 2020), at 1–2.

never consulted with the Commissioners Court or sought their approval or permission to enter into this contract with Big Fish.

44. As a result, Big Fish began once again embedding its production crews with Williamson County deputies, filming the deputies and the individuals they encountered, and using Williamson County facilities and property (including Williamson County vehicles). Likely fearing legal action would ensue to stop the unauthorized production, the Sheriff didn't notify the Commissioners Court in advance of filming. Instead, Sheriff Chody announced via Twitter on April 19, 2020, that Live PD was back in Williamson County:



45. Indeed, Williamson County vehicles, personnel, property and facilities have been used for numerous episodes of Live PD since mid-April 2020, in the midst of the global COVID-19 pandemic. Not only has Sheriff Chody violated the Commissioners Court's express orders, but his actions have also violated Williamson County's stay-at-home orders for non-essential workers (reality TV film crews), and put deputies at greater risk by allowing those film crews to ride in close proximity to them during the height of coronavirus pandemic.

46. Williamson County officials were stunned and dismayed at Sheriff Chody's unauthorized, ultra vires, and underhanded behavior. District Attorney Shawn Dick once again stated that Big Fish's involvement in criminal investigations and arrests was frustrating his office's ability to prosecute felonies. He also bemoaned the fact that he only found out that Live PD was back in Williamson County via a Tweet:

**From:** Shawn Dick <[shawn.dick@wilco.org](mailto:shawn.dick@wilco.org)>  
**Sent:** Tuesday, April 21, 2020 2:11 PM  
**To:** Robert Chody  
**Cc:** Dee Hobbs  
**Subject:** RE: Access Agreement

Sheriff,

I'm really disappointed and frustrated that your issues and decisions are causing my office to continually address the same matters over and over. Neither you nor Dee thought it was important to include us in the Live PD discussion. I was first made aware that LivePD was back by twitter. I had to call both of you yesterday morning to find out what was happening. You all thought enough of this agreement to at least let Judge Gravell know awhile ago, because you "knew it might become an issue", yet never decided to reach out to our office.

I was further disappointed to read the "new" access agreement which still does not address our basic needs. I have told you from the beginning of the filming of LivePD that we needed the names of the film crew in the police reports. I

confirmed with Intake yesterday that this never occurred on felony cases. We submitted specific language and requests that we needed included in the contract/access agreement six months ago. For whatever reason, that language has not been incorporated into this agreement.

You have both put me in the position of reacting and answering questions of media, commissioners, and the public. Your choice to exclude me from the discussion of the LivePD contract means that I have to answer the questions truthfully. NO, I didn't know about LivePD's return. NO the "new" access agreement doesn't address our concerns. I have tried to work together on this issue since the beginning of the filming of LivePD. My requests have been made for well over a year, but no action was ever taken to address our concerns. My office has already spent an inordinate amount of time to address a television show for the Sheriff's Department. We have a job to do too. Hopefully, in the future we can address issues before they become an emergency.

District Attorney Shawn Dick reiterated that he could not prosecute the criminal cases featured on Live PD unless his office was provided with all witness information for each arrest (including the names of the Live PD crew), as well as the raw, unredacted footage of the arrest captured by Big Fish:

My office will spend no more time worrying about LivePD. If you want us to prosecute your cases, you and Dee will make sure that on LivePD cases that the witnesses are included in the offense reports and the unedited, unaired footage will be submitted with your criminal files to our office. If those requests are not met, we will decline/dismiss the charges.

47. Additionally, when Williamson County's liability insurer, Travelers, heard that Big Fish was back in Williamson County filming Live PD, it contacted County officials to let them know to expect an increase in liability insurance premiums going forward, or perhaps worse. The concerns listed by the County's liability insurer were both serious and numerous, and included:

- a. Risks posed by video records of incidents that are not controlled by Williamson County;
- b. Risks posed by edited video footage that Williamson County S.O. does not have control over;
- c. Risks posed by additional distraction to Williamson County deputies in the vehicle as well as during incidents (potentially spanning over multiple lines of coverage, including Auto Liability and Workers' Compensation);
- d. Risks posed by an additional distractions outside of the vehicle at a crime scene, traffic accident or any other incident the officer is responding to.

48. In email correspondence, Travelers summarized why Williamson County would be charged higher premiums in light of Live PD's involvement:

Travelers insures Law Enforcement Departments and first responders on a regular basis. These individuals deserve our highest level of respect for the work that they do. Law Enforcement coverage is considered a high risk line of coverage, with catastrophic consequences when things go bad. Therefore, we write this coverage by knowing who we insure and reviewing policies, procedures and safe guards in place for law enforcement operations. I can not stress enough, that the individuals we insure in law enforcement departments receive years of training to address the situations they encounter in their job every day. Other individuals that are placed in the same situations do not have that training, the exposure to loss is exponential.

49. At the April 28, 2020 meeting of the Williamson County Commissioners Court, the Commissioners unanimously condemned Sheriff Chody's attempt to usurp and sidestep their authority by entering into the March 2020 Access Agreement behind their backs and against their direct mandate. Despite receiving an invite to attend the meeting and comment, Sheriff Chody did not attend and had no representative attend the meeting for him.

50. The following day, the Commissioners Court sent a cease and desist letter to Sheriff

Chody, Big Fish, and others, stating that the Sheriff had no authority to enter into contracts that give Big Fish authority to use Williamson County property for its reality television show.<sup>23</sup> The cease and desist letter reminded all recipients of the Court's August 2019 decision to terminate the Access Agreement with Big Fish, and demanded that Sheriff Chody and Big Fish cease any further use of Williamson County property for Live PD.<sup>24</sup>

51. The following weekend, Sheriff Chody and Big Fish openly defied the Commissioners Court's cease and desist letter by, once again, embedding Live PD production crews alongside deputies in Williamson County patrol cars. In fact, the Sheriff's contempt of the cease and desist order continues to date.

**E. Sheriff Chody incredibly claims that the contract he signed with Big Fish is somehow not a contract at all, and continues to defy the Commissioners Court.**

52. Big Fish has never bothered to respond to the cease and desist order from the Commissioners Court. On May 1, 2020, the Commissioners received a response to their cease-and-desist order, authored by Jason Nassour (the General Counsel for the Williamson County Attorney) on behalf of Sheriff Chody.<sup>25</sup> The letter acknowledged the fact that Sheriff Chody has no right to enter into contracts with Big Fish, and that the power to contract on behalf of the County rests with the Commissioners Court.<sup>26</sup>

53. Incredibly, to try and circumvent the clear law that he had no authority to enter the contract, Sheriff Chody took the position that the March 2020 Access Agreement is somehow now not a contract at all.<sup>27</sup> Rather, according to Sheriff Chody, the Access Agreement is not really the

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<sup>23</sup> See Exhibit 5, Cease and Desist Letter from H. Hawes to Big Fish et al. (Apr. 29, 2020), at 1.

<sup>24</sup> See Exhibit 5, Cease and Desist Letter from H. Hawes to Big Fish et al. (Apr. 29, 2020), at 1–2.

<sup>25</sup> See Exhibit 6, Response Letter from J. Nassour to B. Gravell et al. (May 1, 2020).

<sup>26</sup> See Exhibit 6, Response Letter from J. Nassour to B. Gravell et al. (May 1, 2020), at 1.

<sup>27</sup> See Exhibit 6, Response Letter from J. Nassour to B. Gravell et al. (May 1, 2020), at 1–2.

contract that it previously was or says it is and not even a contractual relationship at all. Instead, he professes, it is “an example of [his] decision-making” and something to “memorialize” his authority to allow Big Fish representatives into those areas controlled by the Sheriff.<sup>28</sup> Of course, the assertion that the contract is not intended to be a contract with enforceable terms between those parties is nonsensical on its face and belied by all rational facts, including calling it an “agreement”, having terms, inserting mutual points of consideration provided by each party, and including a provision in the Agreement that mandates disputes over enforcement of the terms will be governed by Texas law in a court in Williamson or Travis County.

54. Sheriff Chody’s absurd argument that what he signed was not intended to be an enforceable contract is meritless and is nothing more than an attempt to escape his usurpation of contracting power from the Commissioners Court by playing semantics so that he can continue to appear on television.

55. In fact, contrary to the word games they now play, Sheriff Chody and Mr. Nassour have each acknowledged and referred to the Access Agreements as “contracts” in the past:

**From:** Robert Chody <[rchody@wilco.org](mailto:rchody@wilco.org)>  
**Sent:** Saturday, August 17, 2019 8:53 AM  
**To:** Shawn Dick <[shawn.dick@wilco.org](mailto:shawn.dick@wilco.org)>  
**Cc:** Bill Gravell <[bgravell@wilco.org](mailto:bgravell@wilco.org)>; Tim Ryle <[tim.ryle@wilco.org](mailto:tim.ryle@wilco.org)>; Doyle Hobbs <[DHobbs@wilco.org](mailto:DHobbs@wilco.org)>  
**Subject:** Livepd contract

Shawn,

On Dec 11, 2017, at 2:59 PM, Jason Nassour <[Jason@keelnassour.com](mailto:Jason@keelnassour.com)> wrote:  
Kara,

As we discussion the telephone, I am 99 percent comfortable with the contract as written with the exception of the “Ownership” paragraph.

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<sup>28</sup> See Exhibit 6, Response Letter from J. Nassour to B. Gravell et al. (May 1, 2020), at 2.

And even the March 2020 Access Agreement refers to itself as a contract<sup>29</sup>:

10.2.4. Any deductible will be the sole responsibility of the Producer and may not exceed \$50,000 without the written approval of the WCSO. Coverage shall be claims-made, with a retroactive or prior acts date that is on or before the effective date of this Access Agreement. Coverage shall be maintained for the duration of the contractual agreement and for one (1) year following completion or termination of this Access Agreement.

56. The agreement is a contract. Sheriff Chody is clearly wrong when he claims it is somehow an agreement but not a contract. Chody makes that ludicrous claim now because he knows that clear, established black letter law in Texas states that a sheriff has no authority to make contracts for the county.

57. But even if the March 2020 Access Agreement is somehow, as the Sheriff contends, not an enforceable agreement, that only makes matters worse. If the Sheriff is allowing Big Fish to operate without any enforceable agreement, as he suggests, then not only is that incredibly irresponsible and actionable as well, but would be a violation of the Texas Constitution article III § 52. Under that provision, the Texas Constitution bars the transfer of County funds, property, or any other thing of value to a private entity or individual unless the public receives valid consideration in exchange for the transfer. If Sheriff Chody is correct, and he has permitted Big Fish to use County facilities and equipment for its own private purposes without providing valid consideration to the public, he and Big Fish have violated the Texas Constitution prohibiting such transfers.

58. Moreover, to the extent Sheriff Chody contends that the County is receiving a benefit from Big Fish without providing anything in return (i.e., a donation), then he also has no authority to accept such benefits. Under black letter Texas law, the Commissioners Court is the

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<sup>29</sup> See Exhibit 4, March 2020 Access Agreement (dated Mar. 5, 2020), at 4.

only entity with the authority to accept a donation on behalf of the county.<sup>30</sup>

59. Despite Sheriff Chody's word play and semantics, the March 2020 Access Agreement is, plainly and simply, a contract that was entered into without the required authority of the Commissioners Court. As such it is null and void, and Sheriff Chody and Big Fish has no valid license to use Williamson County facilities or vehicles to film or produce Live PD. But despite having no valid agreement, Sheriff Chody and Big Fish continue the production and continue their violation of the Commissioners' cease and desist order. As a result, the Commissioners Court has been forced by Sheriff Chody to ask this Court to step in and enforce the cease and desist order by issuing a temporary and permanent injunction.

## **VI. CAUSES OF ACTION**

60. Plaintiff incorporates by reference the preceding paragraphs and the allegations they contain into all the following requests for temporary and permanent injunctive relief, as if completely set forth therein.

### **Request for Declaratory Judgment (Tex. Civ. Prac. & Rem. Code § 37.004)**

61. As a result of the above, an actual, present and justiciable controversy has arisen between the parties concerning the March 2020 Access Agreement and the parties' respective rights and authority. Accordingly, for all the reasons set out here, and in any hearing or trial on the matter, Williamson County seeks:

- a. A declaratory judgment that the Commissioners Court properly terminated the 2019 Access Agreement;
- b. A declaratory judgment that the March 2020 Access Agreement is a contract;
- c. A declaratory judgment that Sheriff Chody did not have the authority to enter into the March 2020 Access Agreement without permission or approval of the

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<sup>30</sup> Tex. Loc. Gov't Code § 81.032.

Commissioners Court;

- d. A declaratory judgment that, without the approval of the Commissioners Court, Sheriff Chody has no authority to enter into an agreement granting any third party the right to use the names, voice, and likenesses of Williamson County employees, or any Williamson County trademarks, service marks, tradenames, logos, copyrighted material, or identifying insignia;
- e. A declaratory judgment that the March 2020 Access Agreement is null and void or invalid;
- f. A declaratory judgment that the Commissioners Court properly exercised its authority to issue the April 29, 2020 cease and desist to prohibit the Sheriff and Big Fish from using Williamson County facilities and vehicles to film Live PD;
- g. A declaratory judgment that Sheriff Chody and Big Fish have no authority or license to continue to use Williamson County offices, facilities, or vehicles to film or produce Live PD without the permission of the Commissioners Court;
- h. A declaratory judgment that Sheriff Chody and Big Fish shall obey the cease and desist letter of the Commissioners Court issued on April 29, 2020;
- i. Alternatively, if the March 2020 Access Agreement is not a contract, a declaratory judgment that Sheriff Chody's actions in allowing Big Fish to use Williamson County property for its own benefit is unconstitutional under Tex. Const. art. III § 52;
- j. Alternatively, if the March 2020 Access Agreement is not a contract, a declaratory judgment that any benefit that Big Fish confers upon Williamson County is a gift that Sheriff Chody is not permitted to accept; and
- k. Alternatively, if the Court finds that Sheriff Chody has some authority to approve the March 2020 Access Agreement, a declaratory judgment that the approval of **both** Sheriff Chody **and** the Commissioners Court are necessary to approve the March 2020 Access Agreement with Big Fish.

62. Attorneys' Fees: Plaintiff has retained the law firms of HOWRY, BREEN & HERMAN, LLP, and THE LAW OFFICE OF RANDY LEAVITT to represent it in this action, and has agreed to pay the firms' reasonable and necessary attorneys' fees. Under Section 37.009 of the Texas Civil Practice and remedies Code, Plaintiff requests an award of its costs and reasonable and necessary attorneys' fees as are equitable and just.

## **VII. APPLICATION FOR TEMPORARY AND PERMANENT INJUNCTION**

### **A. Application for Temporary Injunction**

63. Plaintiff incorporate by reference the preceding paragraphs and the allegations they contain into all the following requests for temporary and permanent injunctive relief, as if completely set forth therein.

64. As a result of Defendant's conduct, Plaintiff requests a Temporary Injunction and Permanent Injunction ordering Defendant and any officers, servants, employees, agents, members, attorneys, or any other person acting in concert or participation with him or on his behalf, to be restrained and enjoined from causing or permitting any Williamson County offices, facilities, or vehicles to be used for filming or production of Live PD by Big Fish or by or under the March 2020 Access Agreement.

65. The requested relief is narrow in scope, does not interfere with any of Sheriff Chody's core duties, and will return the parties to the last peaceable status quo until trial in this case.

66. If a temporary injunction is not issued, Williamson County will suffer irreparable harm before full trial on the merits can be conducted. An injury is irreparable if the injured party cannot be adequately compensated in damages or if the damages cannot be measured by any certain pecuniary standard, such as the case here. For example, the Williamson County District Attorney has stated that felony cases in which Live PD is involved cannot or will not be prosecuted, which obviously is a damage for which there is no compensation.

67. Despite this warning, Sheriff Chody has continued to grant access to Big Fish to Williamson County facilities and vehicles for use in filming and producing Live PD, and has expressed his intention to continue doing so. Unless the Temporary Injunction is granted, Williamson County will suffer irreparable injury, such as having lost the opportunity to prosecute

those serious criminal cases, and Williamson County will be permanently and irreparably harmed. Williamson County has no adequate remedy at law for this harm, and will likely prevail on the merits of this case and receive judgment for equitable relief. No alternative exists for Plaintiff that is less restrictive than enjoining Defendant.

68. Plaintiff is willing to post reasonable bond as set by the Court.

69. Plaintiff asks this Court to set its application for temporary injunction for a hearing and, after that hearing, issue a temporary injunction against Defendant.

70. Plaintiff has joined all indispensable parties to this action as required by Rule 39 of the Texas Rules of Civil Procedure.

**B. Request for Permanent Injunction**

71. Plaintiff asks this Court to set its request for a permanent injunction for a full trial on the merits and, after the trial, issue a permanent injunction against Defendant enjoining him from causing or permitting any Williamson County offices, facilities, or vehicles to be used for filming or production of Live PD by Big Fish.

**PRAYER**

WHEREFORE, PREMISES CONSIDERED, Plaintiff respectfully requests that citation be issued for Defendant ROBERT CHODY to appear and answer, and that after a trial on the merits Plaintiff be awarded judgment against Defendant as follows:

- i. Declarations that:
  - a. The Commissioners Court properly terminated the 2019 Access Agreement;
  - b. The March 2020 Access Agreement is a contract;
  - c. Sheriff Chody did not have the authority to enter into the March 2020 Access Agreement without permission or approval of the Commissioners Court;
  - d. Without the approval of the Commissioners Court, Sheriff Chody has no authority to enter into an agreement granting any third party the right to use the names, voice,

and likenesses of Williamson County employees, or any Williamson County trademarks, service marks, tradenames, logos, copyrighted material, or identifying insignia;

- e. The March 2020 Access Agreement is null and void or invalid;
  - f. The Commissioners Court properly exercised its authority to issue the April 29, 2020 cease and desist to prohibit the Sheriff and Big Fish from using Williamson County facilities and vehicles to film Live PD;
  - g. Sheriff Chody and Big Fish have no authority or license to continue to use Williamson County offices, facilities, or vehicles to film or produce Live PD without the permission of the Commissioners Court;
  - h. That Sheriff Chody and Big Fish shall obey the cease and desist letter of the Commissioners Court issued on April 29, 2020;
  - i. Alternatively, if the March 2020 Access Agreement is not a contract, that Sheriff Chody's actions in allowing Big Fish to use Williamson County property for its own benefit is unconstitutional under Tex. Const. art. III § 52;
  - j. Alternatively, if the March 2020 Access Agreement is not a contract, that any benefit that Big Fish confers upon Williamson County is a gift that Sheriff Chody is not permitted to accept; and
  - k. Alternatively, if the Court finds that Sheriff Chody has some authority to approve the March 2020 Access Agreement, that the approval of **both** Sheriff Chody **and** the Commissioners Court are necessary to approve the March 2020 Access Agreement with Big Fish.
- ii. Temporary injunctive relief, as set forth above;
  - iii. Permanent injunctive relief, consistent with the request for temporary injunctive relief;
  - iv. Prejudgment interest and post-judgment interest at the maximum rates allowed by law;
  - v. Attorney's fees;
  - vi. Costs of court; and
  - vii. Any other and further relief, at law or in equity, to which Plaintiffs may be justly entitled.

Dated: May 19, 2020

Respectfully submitted,

HOWRY BREEN & HERMAN, L.L.P.



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*Attorneys for Williamson County, Texas*

# **EXHIBIT 1**



November 20, 2017

Williamson County Sheriff's Office  
508 S. Rock St.  
Georgetown, TX 78626  
Attn: Sheriff Robert Chody

Re: "Live PD" – Access Agreement

Ladies/Gentlemen:

This letter will confirm the agreement ("Agreement"), dated and with effect from January 16, 2018 (the "Effective Date"), between Williamson County, Texas ("County"), Williamson County Sheriff's Office ("WCSO") and Big Fish Entertainment LLC ("Producer") with respect to Producer's television series currently entitled "Live PD" as more fully described in Exhibit A attached hereto (the "Series"):

1. Term and Termination. The term of this Agreement ("Term") is the period commencing on the Effective Date and continuing through and including, July 16, 2018 (the "Initial Term"). The parties shall have the right to extend the Term until, January 16, 2019 by mutual written 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 Term, Producer, County and WCSO 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"). The WCSO may immediately terminate this Agreement, with or without cause, upon thirty days (30) written notice to Producer.
2. Access. During the Initial Term and any Extended Term WCSO grants to Producer and its production personnel permission to enter upon and film at WCSO's offices, facilities and vehicles utilized by and/or in connection with WCSO (including, but not limited to, stations or precincts (or the equivalent), jail facilities, offices, patrol cars or other vehicles) (collectively, "WCSO Property") in addition to permission to accompany WCSO officers or other personnel (collectively "WCSO Personnel") during the course of their duties or otherwise (subject to the advance limitation and/or restrictions imposed by WCSO as necessary for the safety and security of the WCSO Personnel, WCSO Property and/or any other persons or property) for the purpose of filming, videotaping, photographing and otherwise recording the WCSO Personnel and the situations they encounter and/or become involved in, and all or any part of the exterior and interior and contents of WCSO Property, including names, signs and identifying insignia of WCSO in connection with production of the Series, related series, or derivative work and the marketing, promotion and publicity thereof. WCSO reserves the right to restrict access to some areas of WCSO Property or require Producer to be accompanied by WCSO Personnel in certain designated areas. Producer shall have the right to make such use of WCSO Property as may reasonably be required, including, without limitation, the right to place all necessary personnel, facilities, vehicles and equipment on WCSO Property, and Producer agrees to remove same after completion of work and leave WCSO Property in substantially the same condition as when Producer entered upon WCSO Property, reasonable wear and tear excepted. WCSO further agrees that Producer shall be entitled to return to WCSO 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.
3. Agreement. County and WCSO licenses to Producer and its successors, subsidiaries, licensees and assigns, the right to photograph, record, reproduce and otherwise film WCSO Personnel and WCSO Property and all WCSO

Personnel and WCSO 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 (e.g., *Police Patrol*), 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. WCSO Personnel and WCSO Property shall not be used for the production of any still pictures, motion pictures, videotapes, photographs and sound recordings that would be considered to be obscene pursuant to state and/or federal laws or any use of the WCSO Personnel and WCSO Property that would be defamatory to County, WCSO Personnel and WCSO Property; provided that the foregoing shall not apply to statements made by third parties (e.g., statements by suspects and/or anyone else who may come in contact with the WCSO Personnel or WCSO Property). In the event Producer should use WCSO Personnel and WCSO Property for such purposes (subject to the aforementioned exception for third party statements), such use shall be deemed a material breach of this Agreement and County may immediately terminate this Agreement and avail itself of any remedies allowed at law or in equity.

4. Exclusivity. Until the expiration of the one (1) year period commencing upon the end of the Initial Term or Extended Term: (a) the rights of access and license granted by WCSO 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 WCSO produced for exhibition on WCSO's website (collectively, "Permitted Programming"); and (b) WCSO shall not authorize anyone (other than Producer) to develop and/or produce programming of a similar format or concept that depicts the activities of WCSO in any audio-visual media, except for Permitted Programming.
5. Safety / Security Review and Consultation Rights. Producer will provide WCSO with twenty-four (24) hours to review and comment on any pre-recorded segments of the Series featuring WCSO Property or WCSO Personnel for the purpose of identifying any safety or security risks by WCSO (e.g. recognition of a confidential informant, undercover officer, etc). If no comments are received by Producer following such twenty-four (24) hour period, the segments will be deemed reviewed by WCSO. Producer shall provide a WCSO 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 WCSO to review material being captured and distributed in connection with the Series. In both instances, WCSO shall have the right to review the content for factual accuracy, security and/or safety concerns, and WCSO classified information, provided that it is understood that Producer and Network shall make the final decision regarding the creative content of the Series 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 WCSO Property or WCSO 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. Except as may otherwise be set out herein, neither WCSO, nor any employee of WCSO, nor any other party now or hereafter having an interest in WCSO Property or 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. Producer may not commercially exploit the Materials for any purpose other than as provided for herein, without WCSO's prior written approval. Notwithstanding anything to the contrary contained herein, Producer agrees that all raw (e.g., unaired) footage of the Material ("Raw Footage") shall be destroyed by Producer no later than thirty (30) days after the Raw Footage is captured, except to the extent Producer required to retain the Raw Footage pursuant to a valid court order or other state or federal laws.

7. Credit. WCSO acknowledges that any credits or other identification of WCSO 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 WCSO an on-screen credit in substantially the form "Special Thanks to Williamson County Sheriff's Office" in accordance with the Network's then-current credit policies, for all Series episodes in which WCSO 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. WCSO acknowledges and agrees that Producer is not obligated to actually use WCSO 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.
9. No partnership. It is expressly understood and agreed that the parties do not by this Agreement intend to form an employment relationship or agency relationship or a partnership or joint venture between them and in no event shall this Agreement be construed to constitute such an employment relationship, agency relationship, partnership or joint venture. Producer shall have the exclusive right to control the details of its operations and activities and shall be solely responsible for the acts and omissions of its officers, agents, servants, employees and representatives. WCSO and WCSO 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 demands placed upon them by, or as a result of, the filming and production of the Series.
10. Insurance. Producer shall carry the following insurance coverage with a company that is licensed to do business in Texas:
- 10.1.1. Commercial General Liability
    - a. Combined limit of not less than \$2,000,000 per occurrence; \$4million aggregate or
    - b. Combined limit of not less than \$1,000,000 per occurrence; \$2,000,000 aggregate and Umbrella Coverage in the amount of \$4,000,000. Umbrella policy shall contain a follow-form provision and shall include coverage for personal and advertising injury.
    - c. Defense costs shall be outside the limits of liability.
  - 10.1.2. Automobile Liability Insurance covering any vehicle used by Producer under this Agreement, including owned, non-owned, or hired vehicles, with a combined limit of not less than \$1,000,000 per occurrence.
  - 10.1.3. Statutory Workers' Compensation and Employers' Liability Insurance requirements per the amount required by statute.
- 10.2. General Insurance Requirements:
- 10.2.1. All applicable policies shall name "Williamson County, Texas" as an additional insured thereon, as its interests may appear. The term "Williamson County, Texas" shall include its employees, officers, officials, agents, and volunteers.
  - 10.2.2. A minimum of Thirty (30) days' notice of cancellation or reduction in limits of coverage shall be provided to the County. Ten (10) days' notice shall be acceptable in the event of non-payment of premium. Notice shall be sent to the Williamson County Judge, 710 Main Street, Suite 101, Georgetown, Texas 78626.
  - 10.2.3. Certificates of Insurance evidencing that the Producer has obtained all required insurance shall be delivered to and approved by the Williamson County Sheriff prior to execution of this Agreement.

10.2.4. Any deductible will be the sole responsibility of the Producer and may not exceed \$50,000 without the written approval of the County. Coverage shall be claims-made, with a retroactive or prior acts date that is on or before the effective date of this Agreement. Coverage shall be maintained for the duration of the contractual agreement and for one (1) year following completion or termination of this Agreement.

11. Indemnification and Assumption of Risk.

**11.1. PRODUCER HEREBY ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR PROPERTY LOSS, PROPERTY DAMAGE AND/OR PERSONAL INJURY OF ANY KIND, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL ACTS OR OMISSIONS OF PRODUCER, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, PRODUCERS OR INVITEES, REGARDLESS OF THE CAUSE.**

**DURING THE INITIAL TERM OR ANY EXTENDED TERM OF THIS AGREEMENT, PRODUCER COVENANTS AND AGREES TO, AND DOES HEREBY, INDEMNIFY, HOLD HARMLESS AND DEFEND COUNTY, WCSO, THEIR OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS OR LAWSUITS FOR EITHER PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL ACTS OR OMISSIONS OF PRODUCER, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, PRODUCERS OR INVITEES, REGARDLESS OF THE CAUSE.**

11.2. Producer, in using the WCSO Property and other equipment therein, if any, whether such equipment is specifically described or not, does so at its own risk. County shall not be liable for any damages to property or damages arising from personal injuries sustained by Producer or any of its agents, contractors, employees, patrons, Producers, invitees, performers or guests, while in, on or about the WCSO Property, including buildings, parking area walkways of the WCSO Property or that occur during activities conducted under this Agreement. Producer assumes full responsibility for any property damage or injury which may occur to Producer, its agents, contractors, employees, patrons, Producers, invitees, performers or guests which occur in, on or about the WCSO Property or that occur during activities conducted under this Agreement.

11.3. Producer acknowledges that County lacks legal authority to grant permission for the use of the names or likenesses of third-party individuals (i.e., non-county employees and/or contractors) who might appear in the Producer's Series. Producer shall be solely and exclusively responsible and liable with respect to obtaining any filming and photography releases required with respect to such third-party persons and third-party property. **PRODUCER AGREES TO RELEASE, INDEMNIFY, AND HOLD HARMLESS THE COUNTY FROM AND AGAINST ANY THIRD-PARTY CLAIMS RELATING TO THE UNAUTHORIZED USE, FILMING, TAPING, RECORDING, OR PHOTOGRAPHING OF ANY INDIVIDUAL OR THIRD-PARTY PROPERTY.**

11.4. **IT IS FURTHER AGREED THAT PRODUCER SHALL RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS COUNTY FROM AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS, LOSSES, DAMAGES, ACTIONS, OR EXPENSES OF EVERY TYPE AND DESCRIPTION, INCLUDING, BUT NOT LIMITED TO, REASONABLE OUTSIDE ATTORNEY'S FEES, TO WHICH COUNTY MAY BE SUBJECTED ARISING OUT OF OR RELATED TO PRODUCER'S USE OF ANY THIRD-PARTY INTELLECTUAL PROPERTY BY REASON OF AN ALLEGED OR ACTUAL INTELLECTUAL PROPERTY VIOLATION. COUNTY EXPRESSLY ASSUMES NO OBLIGATION TO REVIEW OR OBTAIN APPROPRIATE LICENSING, AND ALL SUCH LICENSING SHALL BE THE EXCLUSIVE OBLIGATION OF PRODUCER.**

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 Texas, 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 Williamson County, Texas 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. Compliance with Laws, Ordinances, Rules and Regulations. Producer covenants and agrees that it shall not engage in any unlawful activities or unlawful use of the WCSO Property. Producer further agrees that it shall not permit its officers, agents, servants, employees, contractors, subcontractors, patrons, producers or invitees to engage in any unlawful conduct or use of the WCSO Property. Unlawful activities or unlawful use of the WCSO Property by Producer itself shall constitute a breach, and this Agreement shall immediately terminate.

Producer agrees to comply with all federal, state and local laws; all ordinances, rules and regulations of County and WCSO; and all rules and regulations adopted by the County and WCSO pertaining to the WCSO Property and WCSO Personnel of which WCSO and/or County shall make Producer aware of in advance. If County or WCSO notifies Producer or any of its officers, agents, employees, contractors, subcontractors, Producers or invitees of any violation of such laws, ordinances, rules or regulations, Producer shall immediately desist from and correct the violation. In the event Producer fails to do so, County or WCSO may immediately terminate this Agreement.

14. 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 WCSO:

Williamson County Sheriff's Office  
508 S. Rock St.  
Georgetown, TX 78626  
Attn: Sheriff Robert Chody

With a courtesy copy to:

Williamson County Judge  
710 Main Street, Suite 101  
Georgetown, Texas 78626

If to Producer:

Big Fish Entertainment, LLC  
Attention: Daniel Cesareo  
1411 Broadway, 16th Floor  
New York, NY 10018

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.

15. 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. WCSO shall not be permitted to assign or delegate any of

rights or obligations under this Agreement. Except if required by law, WCSO 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.

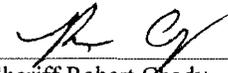
Very truly yours,

BIG FISH ENTERTAINMENT LLC

By:   
Daniel Cesareo, its Managing Member

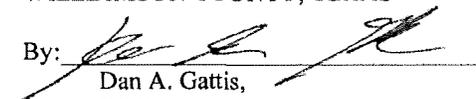
ACKNOWLEDGED AND AGREED:

WILLIAMSON COUNTY SHERIFF'S OFFICE

By:   
Sheriff Robert Chody,  
Williamson County Sheriff

Date: 1-18, 2018

WILLIAMSON COUNTY, TEXAS

By:   
Dan A. Gattis,  
Williamson County Judge

Date: January 18, 2018

## **Exhibit A**

### **Series Concept**

Big Fish Entertainment LLC ("Producer") proposes an "Almost Live" multi-part series that embeds in several cities across the country following several officers in each location for the duration of the series. It's an unprecedented "Almost Live" look at law enforcement 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 officers in each city across the 8-12 week run.

In Williamson County, Texas, we propose embedding with Williamson County Sheriff's Office ("WCSO") on "Ride Alongs" to capture the "real-time" perspective and diversity within the department and the County of Williamson. The story will be told through the "Almost Live" experiences on patrol. In Addition to the "Almost Live" content, episodes will feature pre-taped packages that will further showcase the officers, 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. Many Police Departments across the country in an effort to encourage transparency and communication have instituted "live tweeting" from patrol units to the community. "Live PD" will be an extension of this close to real-time communications and outreach effort. Each week we will broadcast "almost live" from patrol.

While the concept as a television series is new, several members of the Big Fish production team have worked on various law enforcement, 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 10-25 minute time delay. This delay will allow us to eliminate or blur sensitive material and address any legal concerns prior to broadcast. A WCSO 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 officers, the department, and the County.

### **Network**

A&E, home to "First 48" and "Scared Straight, is currently the broadcast partner for the project.

### **Timeline**

Producer proposes to begin production in January 16, 2018. The embed commitment is for 8-12 weeks. "Almost Live" filming will be a commitment of 2-3 hours a week with a commitment of 1-2 additional shifts outside of the "almost live" taping.

### **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 Police and be

certified in field and safety procedures in the field. As always they will follow the direction of their assigned law enforcement. Safety of the officers and film crew are paramount. At no time will safety be secondary to filming. Officers will control 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, WCSO headquarters, WCSO precincts, WCSO locker-rooms, local jails, detective and similar offices and patrol cars. Producer will be responsible for obtaining permission to shoot on any private property.

#### **Access to the Williamson County Sheriff's Office**

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

#### **Access to Key Characters**

The proposed main characters in the series would include 3 to 5 key officers involved in the WCSO. Coverage of officers would be simultaneous at times, but may also rotate periodically. The privacy of all officers will be respected and strictly enforced.

#### **Activities**

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

- Investigations
- Operations
- Day-to-day police station meetings, shift changes, etc.
- Officers preparing for their shifts
- Any assignment process
- Day time patrol car ride along
- Night time patrol ride along
- Regular Interviews with key officers of the police station
- Activity at the police station
- Jail operations when appropriate, and as allowed by the individual county who operates the jail.

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

# **EXHIBIT 2**



January 16, 2019

Williamson County Sheriff's Office  
508 S. Rock St.  
Georgetown, TX 78626  
Attn: Sheriff Robert Chody

Re: "Live PD" – Access Agreement

Ladies/Gentlemen:

This letter will confirm the agreement ("Agreement"), dated and with effect from January 16, 2019 (the "Effective Date"), between Williamson County, Texas ("County"), acting by and through the Williamson County Commissioners Court, being the governing and contracting body for Williamson County and for the Williamson County Sheriff's Office ("WCSO") and Big Fish Entertainment LLC ("Producer") with respect to Producer's television series currently entitled "Live PD" as more fully described in Exhibit A attached hereto (the "Series"):

1. Term and Termination. The term of this Agreement ("Term") is the period commencing on the Effective Date and continuing through and including, May 1, 2020 (the "Initial Term"). The parties shall have the right to extend the Term until, May 1, 2021 by mutual written 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 Term, Producer, County and WCSO 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"). The County may immediately terminate this Agreement, with or without cause, upon thirty days (30) written notice to Producer.
2. Access. During the Initial Term and any Extended Term, County and WCSO grants to Producer and its production personnel permission to enter upon and film at WCSO's offices, facilities and vehicles utilized by and/or in connection with WCSO (including, but not limited to, stations or precincts (or the equivalent), jail facilities, offices, patrol cars or other vehicles) (collectively, "WCSO Property") in addition to permission to accompany WCSO officers or other personnel (collectively "WCSO Personnel") during the course of their duties or otherwise (subject to the advance limitation and/or restrictions imposed by WCSO as necessary for the safety and security of the WCSO Personnel, WCSO Property and/or any other persons or property) for the purpose of filming, videotaping, photographing and otherwise recording the WCSO Personnel and the situations they encounter and/or become involved in, and all or any part of the exterior and interior and contents of WCSO Property, including names, signs and identifying insignia of WCSO in connection with production of the Series, related series, or derivative work and the marketing, promotion and publicity thereof. County and WCSO reserve the right to restrict access to some areas of WCSO Property or require Producer to be accompanied by WCSO Personnel in certain designated areas. Producer shall have the right to make such use of WCSO Property as may reasonably be required, including, without limitation, the right to place all necessary personnel, facilities, vehicles and equipment on WCSO Property, and Producer agrees to remove same after completion of work and leave WCSO Property in substantially the same condition as when Producer entered upon WCSO Property, reasonable wear and tear excepted. WCSO further agrees that Producer shall be entitled to return to WCSO 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.

3. Agreement. County and WCSO licenses to Producer and its successors, subsidiaries, licensees and assigns, the right to photograph, record, reproduce and otherwise film WCSO Personnel; WCSO Property; and WCSO Personnel, WCSO Property and County 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 (e.g., *Police Patrol*), 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. WCSO Personnel; WCSO Property; and the names, voice, likeness, images, trademarks, service marks, tradenames, logos, copyrighted material and/or other materials of WCSO Personnel, WCSO Property and County shall not be used for the production of any still pictures, motion pictures, videotapes, photographs and sound recordings that would be considered to be obscene pursuant to state and/or federal laws or any use of the said items that would be defamatory to County, WCSO Personnel and WCSO Property; provided that the foregoing shall not apply to statements made by third parties (e.g., statements by suspects and/or anyone else who may come in contact with the WCSO Personnel or WCSO Property). In the event Producer should use WCSO Personnel; WCSO Property; and/or the names, voice, likeness, images, trademarks, service marks, tradenames, logos, copyrighted material and/or other materials of WCSO Personnel, WCSO Property and County for unauthorized such purposes (subject to the aforementioned exception for third party statements), such use shall be deemed a material breach of this Agreement and County may immediately terminate this Agreement and avail itself of any remedies allowed at law or in equity.
4. Exclusivity. Until the expiration of the one (1) year period commencing upon the end of the Initial Term or Extended Term: (a) the rights of access and license granted by County and WCSO 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 WCSO produced for exhibition on WCSO's website (collectively, "Permitted Programming"); and (b) WCSO shall not authorize anyone (other than Producer) to develop and/or produce programming of a similar format or concept that depicts the activities of WCSO in any audio-visual media, except for Permitted Programming.
5. Safety / Security Review and Consultation Rights. Producer will provide WCSO with twenty-four (24) hours to review and comment on any pre-recorded segments of the Series featuring WCSO Property or WCSO Personnel for the purpose of identifying any safety or security risks by WCSO (e.g. recognition of a confidential informant, undercover officer, etc). If no comments are received by Producer following such twenty-four (24) hour period, the segments will be deemed reviewed by WCSO. Producer shall provide a WCSO 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 WCSO to review material being captured and distributed in connection with the Series. In both instances, WCSO shall have the right to review the content for factual accuracy, security and/or safety concerns, and WCSO classified information, provided that it is understood that Producer and Network shall make the final decision regarding the creative content of the Series 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 WCSO Property or WCSO 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. Except as may otherwise be set out herein, neither WCSO, nor any employee of WCSO, nor any other party now or hereafter having an interest in WCSO Property or 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. Producer may not commercially exploit the Materials for any purpose other than as provided for herein, without County and WCSO's prior written approval. Notwithstanding anything to the contrary contained herein, Producer agrees that all raw (e.g., unaired) footage of the Material ("Raw Footage") shall be destroyed by Producer no later than thirty (30) days after the Raw Footage is captured, except to the extent Producer required to retain the Raw Footage pursuant to a valid court order or other state or federal laws.

7. Credit. WCSO acknowledges that any credits or other identification of WCSO 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 WCSO an on-screen credit in substantially the form "Special Thanks to Williamson County Sheriff's Office" in accordance with the Network's then-current credit policies, for all Series episodes in which WCSO 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. County and WCSO acknowledge and agree that Producer is not obligated to actually use WCSO 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.
9. No partnership. It is expressly understood and agreed that the parties do not by this Agreement intend to form an employment relationship or agency relationship or a partnership or joint venture between them and in no event shall this Agreement be construed to constitute such an employment relationship, agency relationship, partnership or joint venture. Producer shall have the exclusive right to control the details of its operations and activities and shall be solely responsible for the acts and omissions of its officers, agents, servants, employees and representatives. County, WCSO and WCSO 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.
10. Insurance. Producer shall carry the following insurance coverage with a company that is licensed to do business in Texas:
  - 10.1.1. Commercial General Liability
    - a. Combined limit of not less than \$2,000,000 per occurrence; \$4million aggregate or
    - b. Combined limit of not less than \$1,000,000 per occurrence; \$2,000,000 aggregate and Umbrella Coverage in the amount of \$4,000,000. Umbrella policy shall contain a follow-form provision and shall include coverage for personal and advertising injury.
    - c. Defense costs shall be outside the limits of liability.
  - 10.1.2. Automobile Liability Insurance covering any vehicle used by Producer under this Agreement, including owned, non-owned, or hired vehicles, with a combined limit of not less than \$1,000,000 per occurrence.
  - 10.1.3. Statutory Workers' Compensation and Employers' Liability Insurance requirements per the amount required by statute.
- 10.2. General Insurance Requirements:

10.2.1. All applicable policies shall name "Williamson County, Texas" as an additional insured thereon, as its interests may appear. The term "Williamson County, Texas" shall include its employees, officers, officials, agents, and volunteers.

10.2.2. A minimum of Thirty (30) days' notice of cancellation or reduction in limits of coverage shall be provided to the County. Ten (10) days' notice shall be acceptable in the event of non-payment of premium. Notice shall be sent to the Williamson County Judge, 710 Main Street, Suite 101, Georgetown, Texas 78626.

10.2.3. Certificates of Insurance evidencing that the Producer has obtained all required insurance shall be delivered to and approved by the County Judge of County prior to execution of this Agreement.

10.2.4. Any deductible will be the sole responsibility of the Producer and may not exceed \$50,000 without the written approval of the County. Coverage shall be claims-made, with a retroactive or prior acts date that is on or before the effective date of this Agreement. Coverage shall be maintained for the duration of the contractual agreement and for one (1) year following completion or termination of this Agreement.

## 11. Indemnification and Assumption of Risk.

11.1. PRODUCER HEREBY ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR PROPERTY LOSS, PROPERTY DAMAGE AND/OR PERSONAL INJURY OF ANY KIND, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL ACTS OR OMISSIONS OF PRODUCER, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, PRODUCERS OR INVITEES, REGARDLESS OF THE CAUSE.

DURING THE INITIAL TERM OR ANY EXTENDED TERM OF THIS AGREEMENT, PRODUCER COVENANTS AND AGREES TO, AND DOES HEREBY, INDEMNIFY, HOLD HARMLESS AND DEFEND COUNTY, WCSO, THEIR OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS OR LAWSUITS FOR EITHER PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL ACTS OR OMISSIONS OF PRODUCER, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, PRODUCERS OR INVITEES, REGARDLESS OF THE CAUSE.

11.2. Producer, in using the WCSO Property and other equipment therein, if any, whether such equipment is specifically described or not, does so at its own risk. County shall not be liable for any damages to property or damages arising from personal injuries sustained by Producer or any of its agents, contractors, employees, patrons, Producers, invitees, performers or guests, while in, on or about the WCSO Property, including buildings, parking area walkways of the WCSO Property or that occur during activities conducted under this Agreement. Producer assumes full responsibility for any property damage or injury which may occur to Producer, its agents, contractors, employees, patrons, Producers, invitees, performers or guests which occur in, on or about the WCSO Property or that occur during activities conducted under this Agreement.

11.3. Producer acknowledges that County lacks legal authority to grant permission for the use of the names or likenesses of third-party individuals (i.e., non-county employees and/or contractors) who might appear in the Producer's Series. Producer shall be solely and exclusively responsible and liable with respect to obtaining any filming and photography releases required with respect to such third-party persons and third-party property. PRODUCER AGREES TO RELEASE, INDEMNIFY, AND HOLD HARMLESS THE COUNTY FROM AND AGAINST ANY THIRD-PARTY CLAIMS RELATING TO THE UNAUTHORIZED USE, FILMING, TAPING, RECORDING, OR PHOTOGRAPHING OF ANY INDIVIDUAL OR THIRD-PARTY PROPERTY.

11.4. IT IS FURTHER AGREED THAT PRODUCER SHALL RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS COUNTY FROM AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS, LOSSES, DAMAGES, ACTIONS, OR EXPENSES OF EVERY TYPE AND DESCRIPTION, INCLUDING, BUT NOT LIMITED TO, REASONABLE OUTSIDE ATTORNEY'S FEES, TO WHICH COUNTY MAY BE SUBJECTED ARISING OUT OF OR RELATED TO PRODUCER'S USE OF ANY THIRD-PARTY INTELLECTUAL PROPERTY BY REASON OF AN ALLEGED OR ACTUAL INTELLECTUAL PROPERTY VIOLATION. COUNTY EXPRESSLY ASSUMES NO OBLIGATION TO REVIEW OR OBTAIN APPROPRIATE

LICENSING, AND ALL SUCH LICENSING SHALL BE THE EXCLUSIVE OBLIGATION OF PRODUCER.

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 Texas, 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 court situated in Williamson County, Texas or federal court situated in Travis County, Texas; 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. Compliance with Laws, Ordinances, Rules and Regulations. Producer covenants and agrees that it shall not engage in any unlawful activities or unlawful use of the WCSO Property. Producer further agrees that it shall not permit its officers, agents, servants, employees, contractors, subcontractors, patrons, producers or invitees to engage in any unlawful conduct or use of the WCSO Property. Unlawful activities or unlawful use of the WCSO Property by Producer itself shall constitute a breach, and this Agreement shall immediately terminate.

Producer agrees to comply with all federal, state and local laws; all ordinances, rules and regulations of County and WCSO; and all rules and regulations adopted by the County and WCSO pertaining to the WCSO Property and WCSO Personnel of which WCSO and/or County shall make Producer aware of in advance. If County or WCSO notifies Producer or any of its officers, agents, employees, contractors, subcontractors, Producers or invitees of any violation of such laws, ordinances, rules or regulations, Producer shall immediately desist from and correct the violation. In the event Producer fails to do so, County or WCSO may immediately terminate this Agreement.

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If to WCSO:

Williamson County Sheriff's Office  
508 S. Rock St.  
Georgetown, TX 78626  
Attn: Sheriff Robert Chody

With a courtesy copy to:

Williamson County Judge  
710 Main Street, Suite 101  
Georgetown, Texas 78626

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.

15. 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. WCSO shall not be permitted to assign or delegate any of rights or obligations under this Agreement. Except if required by law or as necessary to effectuate signature hereunder, WCSO 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.

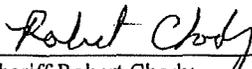
Very truly yours,

BIG FISH ENTERTAINMENT LLC

By:   
Daniel Cesareo, President

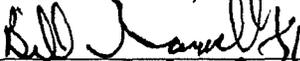
ACKNOWLEDGED AND AGREED:

WILLIAMSON COUNTY SHERIFF'S OFFICE

By:   
Sheriff Robert Chody,  
Williamson County Sheriff

Date: June 4, 2019

WILLIAMSON COUNTY, TEXAS

By:   
~~Don A. Gattis~~, Bill Gattis  
Williamson County Judge

Date: 6-4-, 2019

## **Exhibit A**

### **Series Concept**

Big Fish Entertainment LLC ("Producer") proposes an "Almost Live" multi-part series that embeds in several cities across the country following several officers in each location for the duration of the series. It's an unprecedented "Almost Live" look at law enforcement 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 officers in each city across the 8-12 week run.

In authorized areas of Williamson County, Texas, we propose embedding with Williamson County Sheriff's Office ("WCSO") on "Ride Alongs" to capture the "real-time" perspective and diversity within the department and the County of Williamson. The story will be told through the "Almost Live" experiences on patrol. In Addition to the "Almost Live" content, episodes will feature pre-taped packages that will further showcase the officers, 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. Many Police Departments across the country in an effort to encourage transparency and communication have instituted "live tweeting" from patrol units to the community. "Live PD" will be an extension of this close to real-time communications and outreach effort. Each week we will broadcast "almost live" from patrol.

While the concept as a television series is new, several members of the Big Fish production team have worked on various law enforcement, 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 10-25 minute time delay. This delay will allow us to eliminate or blur sensitive material and address any legal concerns prior to broadcast. A WCSO 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 officers, the department, and the County.

### **Network**

A&E, home to "First 48" and "Scared Straight, is currently the broadcast partner for the project.

### **Timeline**

The embed commitment is currently intended to be for 8-12 weeks. "Almost Live" filming will be a commitment of 2-3 hours a week with a commitment of 1-2 additional shifts outside of the "almost live" taping.

### **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 Police and be

certified in field and safety procedures in the field. As always, they will follow the direction of their assigned law enforcement officer(s). Safety of the officers and film crew are paramount. At no time will safety be secondary to filming. Officers will control 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, WCSO headquarters, WCSO precincts, WCSO locker-rooms, local jails, detective and similar offices and patrol cars. Producer will be responsible for obtaining permission to shoot on any private property.

#### **Access to the Williamson County Sheriff's Office**

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

#### **Access to Key Characters**

The proposed main characters in the series would include 3 to 5 key officers involved in the WCSO. Coverage of officers would be simultaneous at times, but may also rotate periodically. The privacy of all officers will be respected and strictly enforced.

#### **Activities**

Except as otherwise set forth herein, Producer filming may include, without limitation, any and/or all of the following activities:

- Investigations
- Operations
- Day-to-day police station meetings, shift changes, etc.
- Officers preparing for their shifts
- Any assignment processes
- Day time patrol car ride along
- Nighttime patrol ride along
- Regular Interviews with key officers of the police station
- Activity at the police station
- Jail operations when appropriate, and as allowed by the individual county who operates the jail.

Producer hereby agrees and acknowledges, however, that Producer shall not film or produce any specialty events, including, but not limited to the filming of SWAT activities without WCSO's approval.

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

# **EXHIBIT 3**



General Counsel  
WILLIAMSON COUNTY, TEXAS

**August 20, 2019**

**Big Fish Entertainment, LLC  
Attn: Daniel Cesareo  
5 Times Square  
Floors 9 & 10  
New York, NY 10036**

**BY CERTIFIED MAIL  
R/R/R NO. 7012 0470 0001 8214 6175**

RE: Termination of Access Agreement (the "Agreement") between Big Fish Entertainment, LLC and Williamson County, Texas relating to a television series currently titled "Live PD", being executed on or about June 4, 2019

Dear Mr. Cesareo:

This letter is to provide written notice to Big Fish Entertainment, LLC that Williamson County is exercising its right to unilaterally terminate the Agreement in accordance with Paragraph 1 of the Agreement. Pursuant to the Notice Provision under Paragraph 14 of the Agreement, the effective date of termination of the Agreement shall be the thirtieth (30<sup>th</sup>) calendar day from the date this notice is placed in a depository under the control of the United States Postal Service and mailed by certified mail or registered mail, return receipt requested, with postage prepaid and addressed to you.

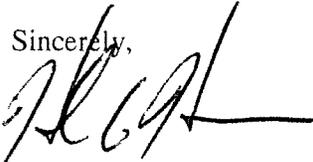
Upon the effective date of termination of the Agreement, Big Fish Entertainment, LLC will no longer have Williamson County's license or permission to:

- Enter upon and film at Williamson County offices and facilities or in vehicles utilized by and/or in connection with the Williamson County Sheriff's Office;
- Photograph, record or otherwise film the names, voices, likeness, images, trademarks, service marks, tradenames, logos, copyrighted material and/or other materials of Williamson County in connection with the development, production, exhibition, exploitation, and promotion of Big Fish Entertainment, LLC's television series currently entitled "Live PD"; or

- Access areas within Williamson County facilities to stage its operations, re-charge batteries or undertake other production-related activities.

Except as to the rights set out under Paragraph 6 of the Agreement, any attempt to continue to do any of the above mentioned items or exercise any other rights granted under the Agreement will not be met favorably by Williamson County and Williamson County will avail itself of any and all remedies that may be available at law or in equity in order to protect its interests and rights.

If you should have any questions or comments, please do not hesitate to contact me.

Sincerely,  
  
Hal C. Hawes

cc: Del Shaw Moonves Tanaka Finkelstein & Lezcano  
Attn: Ethan J. Cohan, Esq.  
Todd J. Weinstein, Esq.  
2029 Century Park East, Suite 1750  
Los Angeles, CA 90067

By Certified Mail  
R/R/R No.  
7012 0470 0001 8214 6182

Sheriff Robert Chody  
Williamson County Sheriff  
508 S. Rock Street  
Georgetown, Texas

By Email

# **EXHIBIT 4**



March 5, 2020

Williamson County Sheriff's Office  
508 S. Rock St.  
Georgetown, TX 78626  
Attn: Sheriff Robert Chody

Re: "Live PD" – Access Agreement

Ladies/Gentlemen:

This letter will confirm the agreement ("Access Agreement"), dated and with effect from March 5, 2020 (the "Effective Date"), between the Williamson County Sheriff's Office ("WCSO") and Big Fish Entertainment LLC ("Producer") with respect to Producer's television series currently entitled "Live PD" and "Live PD: K9 Patrol" as more fully described in Exhibit A attached hereto (collectively the "Series"):

1. Term and Termination. The term of this Access Agreement ("Term") is the period commencing on the Effective Date and continuing through and including, March 4, 2021 (the "Initial Term"). The parties shall have the right to extend the Term until, March 4, 2022 by mutual written 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 Term, Producer and WCSO shall negotiate in good faith to extend the Term as required by the Network (for purposes of this Access Agreement any extension hereunder may collectively be referred to as the "Extended Term"). Producer and WCSO acknowledge and agree that at any time during the Term, either party may terminate this Access Agreement upon thirty (30) days written notice to the other party.
2. Access. During the Initial Term and any Extended Term, WCSO grants to Producer and its production personnel permission to enter upon and film at WCSO's offices, facilities and vehicles utilized by and/or in connection with WCSO (including, but not limited to, stations or precincts (or the equivalent), jail facilities, offices, patrol cars or other vehicles) (collectively, "WCSO Property") in addition to permission to accompany WCSO officers or other personnel (collectively "WCSO Personnel") during the course of their duties or otherwise (subject to the advance limitation and/or restrictions imposed by WCSO as necessary for the safety and security of the WCSO Personnel, WCSO Property and/or any other persons or property) for the purpose of filming, videotaping, photographing and otherwise recording the WCSO Personnel and the situations they encounter and/or become involved in, and all or any part of the exterior and interior and contents of WCSO Property, including names, signs and identifying insignia of WCSO in connection with production of the Series, related series, or derivative work and the marketing, promotion and publicity thereof. WCSO reserves the right, in its sole discretion, to restrict or prevent access or require Producer to be accompanied by WCSO Personnel in certain designated areas. Producer shall have the right, subject to the direction and discretion of WCSO, to make such use of WCSO Property as may reasonably be required, including, without limitation, the right to place all necessary personnel, facilities, vehicles and equipment on WCSO Property, and Producer agrees to remove same after completion of work and leave WCSO Property in substantially the same condition as when Producer entered upon WCSO Property, reasonable wear and tear excepted. WCSO further agrees that Producer shall be entitled to return to WCSO 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.
3. Agreement. WCSO licenses to Producer and its successors, subsidiaries, licensees and assigns, the right to

photograph, record, reproduce and otherwise film WCSO Personnel; WCSO Property; and WCSO Personnel, WCSO 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 (e.g., *Police Patrol*), 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. WCSO Personnel; WCSO Property; and the names, voice, likeness, images, trademarks, service marks, tradenames, logos, copyrighted material and/or other materials of WCSO Personnel, WCSO Property shall not be used for the production of any still pictures, motion pictures, videotapes, photographs and sound recordings that would be considered to be obscene pursuant to state and/or federal laws or any use of the said items that would be defamatory to WCSO Personnel and WCSO Property; provided that the foregoing shall not apply to statements made by third parties (e.g., statements by suspects and/or anyone else who may come in contact with the WCSO Personnel or WCSO Property). In the event Producer should use WCSO Personnel; WCSO Property; and/or the names, voice, likeness, images, trademarks, service marks, tradenames, logos, copyrighted material and/or other materials of WCSO Personnel, WCSO Property for unauthorized such purposes (subject to the aforementioned exception for third party statements), such use shall be deemed inconsistent with the entitlement granted by WCSO for access and such access shall immediately be voided subject to the terms hereof.

4. Exclusivity. Until the expiration of the one (1) year period commencing upon the end of the Initial Term or Extended Term: (a) the rights of access and license granted by WCSO 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 WCSO produced for exhibition on WCSO's website (collectively, "Permitted Programming"); and (b) WCSO shall not authorize anyone (other than Producer) to develop and/or produce programming of a similar format or concept that depicts the activities of WCSO in any audio-visual media, except for Permitted Programming.
5. Safety / Security Review and Consultation Rights. Producer will provide WCSO with twenty-four (24) hours to review and comment on any pre-recorded segments of the Series featuring WCSO Property or WCSO Personnel for the purpose of identifying any safety or security risks by WCSO (e.g. recognition of a confidential informant, undercover officer, etc). If no comments are received by Producer following such twenty-four (24) hour period, the segments will be deemed reviewed by WCSO. Producer shall provide a WCSO 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 WCSO to review material being captured and distributed in connection with the Series. In both instances, WCSO shall have the right to review the content for factual accuracy, security and/or safety concerns, and WCSO classified information, provided that it is understood that Producer and Network shall make the final decision regarding the creative content of the Series 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 WCSO Property or WCSO 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. Except as may otherwise be set out herein, neither WCSO, nor any employee of WCSO, nor any other party now or hereafter having an interest in WCSO Property or 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 Access Agreement in its normal course nor its sooner termination for any reason shall affect the ownership by Producer of

the Material. Producer may not commercially exploit the Materials for any purpose other than as provided for herein, without WCSO's prior written approval.

7. Credit. WCSO acknowledges that any credits or other identification of WCSO 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 WCSO an on-screen credit in substantially the form "Special Thanks to Williamson County Sheriff's Office" in accordance with the Network's then-current credit policies, for all Series episodes in which WCSO 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 Access Agreement by Producer.
8. No Obligation to Proceed. WCSO acknowledge and agree that Producer is not obligated to actually use WCSO 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.
9. No partnership. It is expressly understood and agreed that the parties do not by this Access Agreement intend to form an employment relationship or agency relationship or a partnership or joint venture between them and in no event shall this Access Agreement be construed to constitute such an employment relationship, agency relationship, partnership or joint venture. Producer shall have the exclusive right to control the details of its operations and activities and shall be solely responsible for the acts and omissions of its officers, agents, servants, employees and representatives. WCSO and WCSO 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.
10. Insurance. Producer shall carry the following insurance coverage with a company that is licensed to do business in Texas:
  - 10.1.1. Commercial General Liability
    - a. Combined limit of not less than \$2,000,000 per occurrence; \$4million aggregate or
    - b. Combined limit of not less than \$1,000,000 per occurrence; \$2,000,000 aggregate and Umbrella Coverage in the amount of \$4,000,000. Umbrella policy shall contain a follow-form provision and shall include coverage for personal and advertising injury.
    - c. Defense costs shall be outside the limits of liability.
  - 10.1.2. Automobile Liability Insurance covering any vehicle used by Producer under this Access Agreement, including owned, non-owned, or hired vehicles, with a combined limit of not less than \$1,000,000 per occurrence.
  - 10.1.3. Statutory Workers' Compensation and Employers' Liability Insurance requirements per the amount required by statute.
- 10.2. General Insurance Requirements:
  - 10.2.1. All applicable policies shall name "Williamson County, Texas" as an additional insured thereon, as its interests may appear. The term "Williamson County, Texas" shall include its employees, officers, officials, agents, and volunteers.
  - 10.2.2. A minimum of Thirty (30) days' notice of cancellation or reduction in limits of coverage shall be provided to the WCSO. Ten (10) days' notice shall be acceptable in the event of non-payment of premium.
  - 10.2.3. Certificates of Insurance evidencing that the Producer has obtained all required insurance shall be delivered to and approved by WCSO prior to execution of this Access Agreement.

10.2.4. Any deductible will be the sole responsibility of the Producer and may not exceed \$50,000 without the written approval of the WCSO. Coverage shall be claims-made, with a retroactive or prior acts date that is on or before the effective date of this Access Agreement. Coverage shall be maintained for the duration of the contractual agreement and for one (1) year following completion or termination of this Access Agreement.

11. Indemnification and Assumption of Risk.

11.1. PRODUCER HEREBY ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR PROPERTY LOSS, PROPERTY DAMAGE AND/OR PERSONAL INJURY OF ANY KIND, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL ACTS OR OMISSIONS OF PRODUCER, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, PRODUCERS OR INVITEES, REGARDLESS OF THE CAUSE. PRODUCER ACKNOWLEDGES THAT THIS DOCUMENT REFLECTS WCSO WILLINGNESS TO PERMIT ACCESS AND SUCH ACCESS IS INHERENTLY DANGEROUS AND IN MANY INSTANCES CARRIES A SUBSTANTIAL DEGREE OF RISK TO INCLUDE DEATH.

DURING THE INITIAL TERM OR ANY EXTENDED TERM OF THIS ACCESS AGREEMENT, PRODUCER COVENANTS AND AGREES TO, AND DOES HEREBY, INDEMNIFY, HOLD HARMLESS AND DEFEND WCSO, THEIR OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS OR LAWSUITS FOR EITHER PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL ACTS OR OMISSIONS OF PRODUCER, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, PRODUCERS OR INVITEES, REGARDLESS OF THE CAUSE.

11.2. Producer, in using the WCSO Property and other equipment therein, if any, whether such equipment is specifically described or not, does so at its own risk. WCSO shall not be liable for any damages to property or damages arising from personal injuries sustained by Producer or any of its agents, contractors, employees, patrons, Producers, invitees, performers or guests, while in, on or about the WCSO Property, including buildings, parking area walkways of the WCSO Property or that occur during activities conducted under this Access Agreement. Producer assumes full responsibility for any property damage or injury which may occur to Producer, its agents, contractors, employees, patrons, Producers, invitees, performers or guests which occur in, on or about the WCSO Property or that occur during activities conducted under this Access Agreement. By this provision, Producer acknowledges use of any property, including but not limited by vehicles of WCSO, shall be deemed use by Producer and shall in no way be entitled to claim against Williamson County or the Williamson County Sheriff's Office a waiver of Tort for use of any property.

11.3. Producer acknowledges that WCSO lacks legal authority to grant permission for the use of the names or likenesses of third-party individuals (i.e., non-county employees and/or contractors) who might appear in the Producer's Series. Producer shall be solely and exclusively responsible and liable with respect to obtaining any filming and photography releases required with respect to such third-party persons and third-party property. PRODUCER AGREES TO RELEASE, INDEMNIFY, AND HOLD HARMLESS THE WCSO FROM AND AGAINST ANY THIRD-PARTY CLAIMS RELATING TO THE UNAUTHORIZED USE, FILMING, TAPING, RECORDING, OR PHOTOGRAPHING OF ANY INDIVIDUAL OR THIRD-PARTY PROPERTY.

11.4. IT IS FURTHER AGREED THAT PRODUCER SHALL RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS WCSO FROM AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS, LOSSES, DAMAGES, ACTIONS, OR EXPENSES OF EVERY TYPE AND DESCRIPTION, INCLUDING, BUT NOT LIMITED TO, REASONABLE OUTSIDE ATTORNEY'S FEES, TO WHICH WCSO MAY BE SUBJECTED ARISING OUT OF OR RELATED TO PRODUCER'S USE OF ANY THIRD-PARTY INTELLECTUAL PROPERTY BY REASON OF AN ALLEGED OR ACTUAL INTELLECTUAL PROPERTY VIOLATION. WCSO EXPRESSLY ASSUMES NO OBLIGATION TO REVIEW OR OBTAIN APPROPRIATE LICENSING, AND ALL SUCH LICENSING SHALL BE THE EXCLUSIVE OBLIGATION OF PRODUCER.

12. Governing Law and Venue. This Access Agreement and any claim or dispute relating in any way to the activities under this Access Agreement, shall be governed by and construed in accordance with the substantive laws of the State of Texas, without regard to the conflict of law provisions thereof. Venue for any action or suit arising under

or relative to this Access Agreement or brought to interpret or enforce this Access Agreement shall lie exclusively in the appropriate state court situated in Williamson County, Texas or federal court situated in Travis County, Texas; 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. Compliance with Laws, Ordinances, Rules and Regulations. Producer covenants and agrees that it shall not engage in any unlawful activities or unlawful use of the WCSO Property. Producer further agrees that it shall not permit its officers, agents, servants, employees, contractors, subcontractors, patrons, producers or invitees to engage in any unlawful conduct or use of the WCSO Property. Unlawful activities or unlawful use of the WCSO Property by Producer itself shall constitute a breach, and this Access Agreement shall immediately terminate.

Producer agrees to comply with all federal, state and local laws; all ordinances, rules and regulations of WCSO; and all rules and regulations adopted by the WCSO pertaining to the WCSO Property and WCSO Personnel of which WCSO shall make Producer aware of in advance. If WCSO notifies Producer or any of its officers, agents, employees, contractors, subcontractors, Producers or invitees of any violation of such laws, ordinances, rules or regulations, Producer shall immediately desist from and correct the violation. In the event Producer fails to do so, WCSO may immediately terminate this Access Agreement.

Producer acknowledges and accepts that under Texas law, WCSO may have an obligation to store and retain footage, in all forms, for compliance with various laws to include The Freedom of Information Act, Brady Laws, and Compliance with the Michael Morton Act.

14. Notice. Any notices or communications required or permitted to be given pursuant to this Access 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 WCSO:

Williamson County Sheriff's Office  
508 S. Rock St.  
Georgetown, TX 78626  
Attn: Sheriff Robert Chody

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.

15. Miscellaneous. Each of the individuals signing this Access Agreement below represents that such individual is empowered to execute same on behalf of the party for which such individual is acting. Producer may assign its rights under this Access Agreement in whole or in part to any person, firm, or corporation related to the production, distribution or exploitation of the Series. Except if required by law or as necessary to effectuate signature hereunder, WCSO shall at all times keep the terms of this Access Agreement confidential. This Access

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Producer acknowledges and accepts that under Texas law, WCSO may have an obligation to store and retain footage, in all forms, for compliance with various laws to include The Freedom of Information Act, Brady Laws, and Compliance with the Michael Morton Act.

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Big Fish Entertainment, LLC  
5 Times Square  
Floors 9 & 10  
New York, NY 10036  
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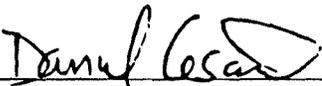
15. Miscellaneous. Each of the individuals signing this Access Agreement below represents that such individual is empowered to execute same on behalf of the party for which such individual is acting. Producer may assign its rights under this Access Agreement in whole or in part to any person, firm, or corporation related to the production, distribution or exploitation of the Series. Except if required by law or as necessary to effectuate signature hereunder, WCSO shall at all times keep the terms of this Access Agreement confidential. This Access

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 Access Agreement contains the entire understanding of the parties hereto relating to the subject matter herein, supersedes and replaces all prior understandings and access 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, please so signify by countersigning this letter where indicated below.

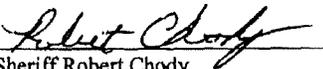
Very truly yours,

BIG FISH ENTERTAINMENT LLC

By:   
Daniel Cesareo, President

ACKNOWLEDGED AND AGREED:

WILLIAMSON COUNTY SHERIFF'S OFFICE

By:   
Sheriff Robert Chody,  
Williamson County Sheriff

Date: 3-6- \_\_\_\_\_, 2020

certified in field and safety procedures in the field. As always, they will follow the direction of their assigned law enforcement officer(s). Safety of the officers and film crew are paramount. At no time will safety be secondary to filming. Officers will control 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, WCSO headquarters, WCSO precincts, WCSO locker-rooms, local jails, detective and similar offices and patrol cars. Producer will be responsible for obtaining permission to shoot on any private property.

#### **Access to the Williamson County Sheriff's Office**

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

#### **Access to Key Characters**

The proposed main characters in the series would include 3 to 5 key officers involved in the WCSO. Coverage of officers would be simultaneous at times, but may also rotate periodically. The privacy of all officers will be respected and strictly enforced.

#### **Activities**

Except as otherwise set forth herein, Producer filming may include, without limitation, any and/or all of the following activities:

- Investigations
- Operations
- Day-to-day police station meetings, shift changes, etc.
- Officers preparing for their shifts
- Any assignment processes
- Day time patrol car ride along
- Nighttime patrol ride along
- Regular Interviews with key officers of the police station
- Activity at the police station
- Jail operations when appropriate, and as allowed by the individual county who operates the jail.

Producer hereby agrees and acknowledges, however, that Producer shall not film or produce any specialty events, including, but not limited to the filming of SWAT activities without WCSO's approval.

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

## **Exhibit A**

### **Series Concept**

Big Fish Entertainment LLC ("Producer") proposes an "Almost Live" multi-part series that embeds in several cities across the country following several officers in each location for the duration of the series. It's an unprecedented "Almost Live" look at law enforcement 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 officers in each city across the 8-12 week run.

In authorized areas of Williamson County, Texas, we propose embedding with Williamson County Sheriff's Office ("WCSO") on "Ride Alongs" to capture the "real-time" perspective and diversity within the department and the County of Williamson. The story will be told through the "Almost Live" experiences on patrol. In Addition to the "Almost Live" content, episodes will feature pre-taped packages that will further showcase the officers, 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. Many Police Departments across the country in an effort to encourage transparency and communication have instituted "live tweeting" from patrol units to the community. "Live PD" will be an extension of this close to real-time communications and outreach effort. Each week we will broadcast "almost live" from patrol.

While the concept as a television series is new, several members of the Big Fish production team have worked on various law enforcement, 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 10-25 minute time delay. This delay will allow us to eliminate or blur sensitive material and address any legal concerns prior to broadcast. A WCSO 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 officers, and the department.

### **Network**

A&E, home to "First 48" and "Scared Straight, is currently the broadcast partner for the project.

### **Timeline**

The embed commitment is currently intended to be for 8-12 weeks. "Almost Live" filming will be a commitment of 2-3 hours a week with a commitment of 1-2 additional shifts outside of the "almost live" taping.

### **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 Police and be

# **EXHIBIT 5**



**OFFICE OF GENERAL COUNSEL  
WILLIAMSON COUNTY  
COMMISSIONERS COURT**

710 MAIN STREET, SUITE 200  
GEORGETOWN, TEXAS 78626

PHONE: (512) 943-3862  
Email: [hhawes@wilco.org](mailto:hhawes@wilco.org)

**April 29, 2020**

**Big Fish Entertainment, LLC  
Attn: Daniel Cesareo  
5 Times Square  
Floors 9 & 10  
New York, NY 10036  
(By Certified Mail  
R/R/R No. 70120470000182146243)**

**A+E Networks®  
Attn: Henry Hoberman  
Chief Legal Officer  
235 E 45th Street  
New York, NY, 10017-3305  
(By Certified Mail  
R/R/R No. 70120470000182146250)**

**A+E Networks®  
Attn: Elaine Frontain Bryant,  
Executive Vice President  
235 E 45th Street  
New York, NY, 10017-3305  
(By Certified Mail  
R/R/R No. 70120470000182146267)**

**Hearst Communications, Inc.  
Attn: Legal Department  
300 W. 57th Street  
New York, NY 10019  
(By Regular US Mail)**

**Disney-ABC Television Group  
Attn: Legal Department  
500 S. Buena Vista St.  
FGW #3052  
Burbank, CA 91521-3515  
(By Regular US Mail and  
By email: [wdw.legal@disney.com](mailto:wdw.legal@disney.com))**

**Del Shaw Moonves Tanaka  
Finkelstein & Lezcano  
Attn: Ethan J. Cohan, Esq.  
Todd J. Weinstein, Esq.  
2029 Century Park East, Suite 1750  
Los Angeles, CA 90067  
(By Certified Mail  
R/R/R No. 70120470000182146274)**

**Sheriff Robert Chody  
Williamson County Sheriff  
508 S. Rock Street  
Georgetown, Texas 78626  
(By Email)**

**RE: Demand to Immediately Cease and Desist Using Williamson County Facilities, Vehicles and Property for Purposes of Filming, Producing and/or Publishing the Television Series Live PD or Any Other Television Series or Production**

Please let this letter serve as demand on behalf of the Williamson County Commissioners Court to each of the above addressees to immediately cease and desist using Williamson County's facilities, vehicles and property for purposes of filming, producing and/or publishing the television series Live PD or any other type of television series or production. It is well established in Texas law that a county commissioners court, as the governing body of the county, "is the general business and contracting agency of the county, and it alone has authority to make contracts binding on the county, unless otherwise specifically provided by statute." *Anderson v. Wood*, 152 S.W.2d 1084, 1085 (Tex. 1941). "[A] sheriff has no authority to make contracts that are binding on the county, except where he is specially so authorized to do by statute." *Id.* In the absence of such express authority, a sheriff may not enter into a contract. See *Anderson*, 152 S.W.2d at 1085.

Please be informed there are no Texas statutes that have granted Williamson County Sheriff Robert Chody with any authority to enter into the "Live PD" Access Agreement, being dated March 5, 2020 and executed on March 6, 2020, which attempts to grant Big Fish Entertainment, LLC with the authority to use Williamson County's vehicles, facilities and property for the filming of a television series. The Williamson County Commissioners Court has also not authorized Sheriff Chody to act as its agent, nor has the Court delegated any of its contracting authority to Sheriff Chody.

As you are aware, on August 20, 2019, the Williamson County Commissioners Court formally terminated a prior Access Agreement that was previously approved by the said Court. Big Fish Entertainment, LLC was informed at that time, in writing, that it no longer had Williamson County's license or permission to:

- Enter upon and film at Williamson County offices and facilities or in vehicles utilized by and/or in connection with the Williamson County Sheriff's Office;
- Photograph, record or otherwise film the names, voices, likeness, images, trademarks, service marks, tradenames, logos, copyrighted material and/or other materials of Williamson County in connection with the development, production, exhibition, exploitation, and promotion of Big Fish Entertainment, LLC's television series currently entitled "Live PD"; or
- Access areas within Williamson County facilities to stage its operations, re-charge batteries or undertake other production-related activities.

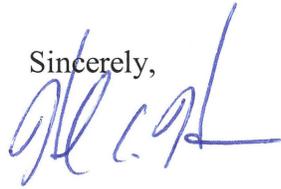
Any attempt to continue to do any of the above mentioned items or exercise any other rights Sheriff Chody has attempted to grant Big Fish Entertainment, LLC and any other third parties under the Access Agreement he executed will not be met favorably by Williamson County and Williamson County will avail itself of any and all remedies that may be available at law or in equity in order to protect its interests and rights. It is important to also note, that in executing a contract and operating county assets beyond his legal

capacity and authority as the Williamson County Sheriff, it may become necessary to add Robert Chody, in his individual capacity, to any lawsuit that may be filed against Williamson County for any liability and expenditures that may result from his unauthorized actions.

The Williamson County Commissioners Court has instructed me to recommend litigation counsel for engagement in order to litigate this matter should any of the above named addressees or any other third parties attempt to use Williamson County's property for purposes of filming, producing or publishing a television series following the date of this letter.

I urge you to give this demand notice your utmost attention.

Sincerely,



Hal C. Hawes,  
General Counsel  
Williamson County Commissioners Court

cc: Del Shaw Moonves Tanaka  
Finkelstein & Lezcano  
Attn: Molly D. Stenson, Esq  
2029 Century Park East, Suite 1750  
Los Angeles, CA 90067  
(By Email: [mstenson@DSMTFL.com](mailto:mstenson@DSMTFL.com))

Cameron Stracher  
Attn: Cameron Stracher  
51 Astor Place, 9th Floor  
New York, NY 10003  
(By Email: [cam@stracherlaw.com](mailto:cam@stracherlaw.com))

Cameron Stracher  
Attn: Sara Tesoriero  
51 Astor Place, 9th Floor  
New York, NY 10003  
(By Email: [sara@stracherlaw.com](mailto:sara@stracherlaw.com))

# **EXHIBIT 6**

**General Counsel**  
Jason Nassour  
**First Assistant**  
Brandon Dakroub  
**Criminal Division Chief**  
Laura Gorman  
**Civil Division Chief**  
Shannon C. Francis  
**Director Juvenile Division**  
Michael Cox

# DEE HOBBS

## COUNTY ATTORNEY

405 M.L.K. Street #7  
Georgetown, Texas 78626



**Office Administrator**  
Stephanie Lloyd  
**Chief of Staff**  
Peggy Vasquez  
**Chief Investigator**  
Rudy Gonzalez  
**Evidence Director**  
Michael Etheridge  
**Victim Services Director**  
Sara Bill

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Phone (512) 943-1111 • Fax (512) 943-1120

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May 1, 2020

**County Judge Bill Gravell**  
710 S. Main Street, Suite 101  
Georgetown, Tx 78626

**Commissioner Terry Cook**  
1801 E. Old Settlers Blvd., Suite 110  
Round Rock, Tx 78664

**Commissioner Cynthia Long**  
350 Discovery Blvd., Suite 201  
Cedar Park, Tx 78613

**Commissioner Valerie Covey**  
100 Wilco Way, CO201  
Georgetown, Tx 78626

**Commissioner Russ Boles**  
321 Ed Schmidt Blvd., Suite 200  
Hutto, Tx 78634

**General Counsel of Commissioners Court**  
Hal Hawes  
710 S. Main St  
Georgetown, Tx 78626

Please let this letter serve as a demand on behalf of the Williamson County Sheriff to each above addressee to immediately cease and desist from the ongoing harassment, slander, and attempts to usurp or otherwise impede on the judgment of the Sheriff in his lawful use of County vehicles, facilities, and property allocated to the Sheriff for the purpose of conserving the peace and exercising supervision and control over the jail.

The Sheriff is a constitutional officer. Tex. Const. art. V, § 23. As a constitutional officer, the Sheriff has independent rights and duties. *Id.*; see also Tex. Att'y Gen. No. LO-98-072 (1998). Pursuant to section 351.041 of the Local Government Code, the Sheriff is "the keeper of the county jail" and is obliged to "exercise supervision and control over the jail." Another core function of the Sheriff is to conserve the peace within the Sheriff's county and, because no statute prescribes the manner a sheriff is to conserve the peace, it is for the Sheriff, in the exercise of reasonable discretion, to determine how best to accomplish that duty. *Weber v. City of Sachse*, 591 S.W.2d 563, 567 (Tex. Civ. App. – Dallas 1979, writ dismissed); see also Tex. Att'y Gen. Op. No. GA-0480 (2006) at 2; Tex. Code Crim. Pro. art. 2.17.

The Sheriff does not dispute that the commissioners court is the County's primary contracting authority and oversees the general business of the County. For example, commissioners court routinely contract with engineers for county roads, with copier companies for copy machines, with asphalt companies to build roads, and with labs to test narcotics in criminal cases. Moreover, it is not disputed that the commissioners court is the County's principal governing body. For example, commissioners court has the authority to invoke the County's right to eminent domain, to declare the County a disaster area, to order people to "stay home stay safe," and to control almost a half-billion dollars in tax revenue. The principal power of the commissioners court over other elected constitutional county officials, such as the sheriff, is the power of the purse strings. If the commissioners court does not want a K9 unit in the Sheriff's Office, when the Sheriff makes a request is made in the budget for dog food, or training or for qualified handlers, the court can simply say, "No."

A commissioners court, which sets the budgetary priorities of a county, can decide generally how much of the county's funds to dedicate to each of the county's purposes. However, while the commissioners court has the ability to shape and influence the way in which an elected county official uses the resources of the office through its fiscal policies, it cannot decide how an official uses those resources once allocated and may not micromanage an official's decisions as to the use of those resources. Tex. Att'y Gen. Op. No. JC-0214 (2000). For example, once the commissioners court has approved a budgetary item to fund a K9 unit, it cannot subsequently tell the Sheriff where and when to deploy the unit or how the unit should be operated, managed or maintained. To the contrary, the court can prevent the Sheriff from using drug/bomb

dogs to account for the safety of the citizens of Williamson County by not permitting funding in the budget. But, in no instance, can the court implement its fiscal policies in such a manner as to adversely impact another county official's ability to perform that office's core functions.

Patrol vehicles allocated to the Sheriff are tools to be used by the Sheriff to perform his core law enforcement duties. Tex. Att'y Gen. Op. No. GA-0158 (2004) at 4. By extension, the Attorney General has opined that a sheriff has discretion over the vehicles allocated to the sheriff, including the discretion to determine how the sheriff's deputies are to use those vehicles in providing law enforcement within the county. Tex. Att'y Gen. Op. No. GA-0480 (2006) at 2. As such, Commissioners Court cannot interfere with the Sheriff's responsibility to deploy law enforcement officers and vehicles. Tex. Att'y Gen. Op. No. KP-0111 (2016) at 3 (citing *Weber*, 591 S.W.2d at 567); Tex. Att'y Gen. Op. No. JC-0239 (2000) at 4 ("A commissioners court that adopts a policy to keep employees from following their supervising county official's instructions [might] unlawfully interfere in the official's sphere of authority"). More specifically, Commissioners Court cannot substitute its judgment for that of the Sheriff in determining how to deploy the resources provided and its authority cannot extend to such a degree that it interferes with the Sheriff's authority to perform the duties of the office. Tex. Att'y Gen. Op. No. JC-0214 (2000) at 5.

Sheriff Chody has articulated on more than one occasion that, in his judgment, the Access Agreement at issue provides a necessary tool to assist with the successful accomplishment of his core duties. Specifically, this opportunity:

1. Provides transparency and awareness to the public;
2. Greatly increases recruiting efforts of the office;
3. Provides an independent and unbiased visual on how the deputies are operating on the streets;
4. Provides a tool for creating better and more efficient protocols for finding missing persons;
5. Provides a tool to ensure laws, policies, rights, obligations and duties are adhered to;
6. Provides a tool for greater checks and balances in the office; and
7. Provides a tool for protecting the employees and agency.

The commissioners court has wrongfully and illegally concluded that it has the authority to direct the Sheriff in his use of vehicles, facilities or property allocated to his office for use. This attempt to substitute the court's judgment for the Sheriff's is based on its claim that the Sheriff improperly executed a contract for which he had no authority to bind the County. The court has attempted to assert control based on the premise that the Access Agreement is a contract rather than what it actually is – the Sheriff's lawful authorization to allow Big Fish representatives into those areas controlled by the Sheriff.

As a reminder to the court, the following elements are required for the formation of a valid and binding contract: 1) an offer, 2) acceptance in strict compliance with the terms of the offer, 3) a meeting of the minds, 4) each party's consent to the terms, and 5) execution and delivery of the contract with the intent that it be mutual and binding. *Wal-Mart Stores, Inc. v. Lopez*, 93 S.W.3d 548, 555-56 (Tex. App.-Houston [14th Dist.] 2002, no pet.). Consideration is also a fundamental element of every valid contract. *Turner-Bass Assocs. of Tyler v. Williamson*, 932 S.W.2d 219, 222 (Tex. App.-Tyler 1996, no writ).

Neither the Sheriff or Big Fish intend for this arrangement to serve as a contract that would be binding on the County, or a contract at all. The purpose of this document is to memorialize the Sheriff's authority and authorization regarding access by Big Fish to those areas. This arrangement and anything contemplated in the access agreement is specific as to the Williamson County Sheriff's Office, including its emblems, vehicles, buildings, property or likenesses.

The fact that Big Fish captures video or uses the product it creates for profit, or any liability concerns that have been articulated has no consequence as a basis for the commissioners court to illegally usurp the authority of the sheriff. As an independent and private business, Big Fish can follow all law enforcement at the discretion of the Sheriff and have every right to film and use the product of whatever they capture- personally or for profit.

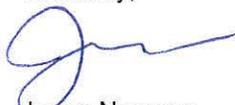
The access agreement provides for compliance with all laws applicable to the Sheriff, County and State. Moreover, contrary to the public statements made by members of the court, the Sheriff has met with District Attorney Sean Dick and County Attorney Dee Hobbs and received input on what exactly both agencies want captured or preserved for evidentiary purposes. Arrangements to effectuate their requests have been addressed. As far as liability is concerned for the County, the access agreement provides for independent coverage for the County, naming the County as another insured. It makes no sense that Traveler's Insurance would raise the County's rates when the contemplated "activity" by the Sheriff is independently covered.

Even assuming, erroneously as the commissioners court has, that the Sheriff executed a contract without the authority of the commissioners court, the more appropriate response is for the court to put the relevant actors on notice of such and to advise that the County has no legal responsibility or liability as to such contract. It is an inappropriate and unlawful assertion of authority for the court to threaten litigation and demand that the Sheriff surrender his lawful authority to the commissioners court. More importantly, it is an inappropriate and unlawful assertion of authority for the court to do any of the following:

1. Intend to harm the Sheriff by knowingly violating a law related to the court members' offices;
2. Intentionally mistreat, deny, or otherwise impede the Sheriff in the exercise or enjoyment of any right, privilege, *power*, or immunity;
3. Influence or attempt to influence the Sheriff in a specific exercise of his official power or a specific performance of his official duty; or
4. Intentionally or knowingly harm or threaten to harm another by an unlawful act in retaliation for or on account of service or status of the Sheriff as a public servant.

As your counsel has advised and as the Sheriff acknowledges, neither the court or the County can be bound to any contract not authorized or ratified by the court, outside of certain exceptions which are not contemplated here. Regardless, as articulated above, the relationship between the Sheriff and Big Fish is not a contractual relationship nor do either party construe or intend for this to be a contractual relationship. It is, instead, an example of the Sheriff's decision-making to appropriately utilize his allocated deputies and property in order to better effectuate the core functions of his office.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jason Nassour', with a long horizontal flourish extending to the right.

Jason Nassour,  
General Counsel  
Williamson County Attorney