

POSTED

City Contract

Version 3.9 released on 7/26/19

This form should be used for all types of contracts including Agreements (excluding Grant Agreements), Contracts, CBAs, MOAs, and MOUs. In addition to requests for New Contracts, Amendments and Renewals, this form should be used for Statutory Change Orders, Quantity Adjustments, Final Payments and Permission to Continue requests.



CITY COUNCIL USE ONLY

Date Received: _____
Committee Date: _____
1st Agenda Date: _____

Tracking #: _____
Committee: _____
Hearing Date: _____
2nd Agenda Date: _____

CITY CLERK USE ONLY

Date: 09-23-2019
Item #: 3.20.2

All department items requiring Council approval must be submitted through the Mayor's Office.

Primary Details

Contract Phase

New Contract Renewal Amendment Statutory Change Order Quantity Adjustment Final Payment Permission to Continue Terminate/Cancel

Board Approval

Other Board Name

City Council Approval

Contract Number

Department

Contact Name

Email

Phone

Vendor Name(s)

Vendor Number

Description (Subject)

Contract Type

Contract Subtype

Bid/Project Number

Contract Amount

Budget

Contract Funding Type

No Payment Involved
 Revenue Contract
 Expense Contract

Funding Source(s)

Affidavit of Claimant should be attached to the contract for Expense Contracts

Enter the funding source(s) using the appropriate Munis funding format: Org (Allocation Code)-Object-Amount (1001211-531401-\$10.00) or Project Sting-Amount (144104.AbstrTitle5413102.6001-4043122-541102-\$30,000.01)

TOTAL:

Approvals

Department: _____
Legal: Stephanie Solberg
Board: _____
Mayor: _____
Other: _____

Date: 09/11/19
Date: 9/18/19
Date: _____
Date: 9/18/19
Date: _____

Policy Statement

Background Information

Provide background information on the requested action.

Summation of the Requested Action

This is an agreement between the City of Tulsa and Big Fish Entertainment, in connection with the filming and recording of the television series "Live PD."

Summarize the pertinent details of the requested action

Other Pertinent Details

Provide any additional information that should be considered when considering approval of this contract document

Processing Information for City Clerk's Office

Post Execution Processing

- Mail vendor copy (add'l signature copies attached)
- Must be filed with other governmental entity
- Add'l governmental entity approval(s) required

Additional Routing and Processing Details



September 9, 2019

Tulsa Police Department
600 Civic Center
Tulsa, OK 74103
Attn: Becky Johnson, City Legal Unit

Re: "Live PD" – Access Agreement

Ladies/Gentlemen:

This letter will confirm the agreement ("Agreement"), dated and with effect from September 9, 2019 (the "Effective Date"), between the City of Tulsa, Oklahoma, a municipal corporation, on behalf of the Tulsa Police Department ("TPD") 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. The term of this Agreement ("Term") is the period commencing on the Effective Date and continuing through and including, September 8, 2020 (the "Initial Contract Year"). The parties shall have the right to extend the Term until, September 8, 2021 by mutual written agreement, signed by the parties ("Extended Term"). If any television network for which Producer is producing the Series (the "Network") desires additional options to order more Series episodes for production requiring access beyond the Initial Contract Year, Producer and TPD 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 Term and the Extended Term may collectively be referred to herein as the Term. Notwithstanding the foregoing or anything to the contrary herein, either Party may terminate this Agreement at any time during the Term upon forty-five (45) days written notice to the other Party.
2. Access. As further described in Exhibit A, during the Term, and any Extended Term TPD grants to Producer and its production personnel permission to enter upon and use TPD's offices, facilities and vehicles utilized by and/or in connection with TPD (including, but not limited to, stations or precincts (or the equivalent), jail facilities, offices, patrol cars or other vehicles) (collectively, "TPD Property") in addition to permission to accompany TPD officers or other personnel (collectively "TPD Personnel") during the course of their duties or otherwise (subject to the advance limitation imposed by TPD as necessary for the safety and security of the TPD Personnel and TPD Property) for the purpose of filming, videotaping, photographing and otherwise recording the TPD Personnel and the situations they encounter and/or become involved in, and all or any part of the exterior and interior and contents of TPD Property, including names, signs and identifying insignia of TPD in connection with production of the Series, related series, or derivative work and the marketing, promotion and publicity thereof. TPD reserves the right to restrict access to some areas of TPD Property or require Producer to be accompanied by TPD Personnel in certain designated areas. Producer shall have the right to make such use of TPD Property as may reasonably be required, including, without limitation, the right to place all necessary personnel, facilities, vehicles and equipment on TPD Property, and Producer agrees to remove same after completion of work and leave TPD Property in substantially the same condition as when Producer entered upon TPD Property, reasonable wear and tear excepted. TPD further agrees that Producer shall be entitled to return to TPD 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. For the avoidance of doubt, Producer and its production

personnel shall use reasonable caution when placing camera equipment to prevent hazard while on TPD Property and shall not be permitted to drive any TPD Property vehicles.

3. License. TPD licenses to Producer and its successors, subsidiaries, licensees and assigns, the right to photograph, record, reproduce and otherwise use TPD Personnel and TPD Property and all TPD Personnel and TPD Property names, voice, likeness, images, trademarks, service marks, tradenames, logos, copyrighted material and/or other materials to which Producer is afforded access hereunder in and in connection with the development, production, exhibition, exploitation, and promotion of the Series, related series or derivative work, and the marketing, promotion, and publicity thereof and/or otherwise, in all forms of media, now known or hereinafter invented, throughout the world an unlimited number of times in perpetuity.
4. Exclusivity. Until the expiration of the one (1) year period commencing upon the end of the Term or Extended Term: (a) the rights of access and license granted by TPD 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 TPD produced for exhibition on TPD's website (collectively, "Permitted Programming"); and (b) TPD shall not authorize anyone (other than Producer) to develop and/or produce programming of a similar format or concept that depicts the activities of TPD in any audio-visual media, except for Permitted Programming. The parties acknowledge and agree that TPD has a pre-existing contractual commitment with Kirkstall Road Enterprises in connection with the television show currently entitled "The First 48" ("First 48"). It is understood and agreed that any filming in connection with First 48 shall not be deemed a breach of TPD's exclusivity hereunder.
5. Safety / Security Review and Consultation Rights. Producer will provide TPD with forty-eight (48) hours to review and comment on any pre-recorded segments of the Series featuring TPD Property or TPD Personnel for the purpose of identifying any safety or security risks (e.g. recognition of a confidential informant, undercover officer, confidential investigative tactics, material factual inaccuracies, confidential matters that cannot be published according to law [e.g., suspect or witness social security numbers], etc.) and the right to dis-allow [provided notice of such if given within the aforementioned forty-eight (48) hour period] the use of any footage that specifically poses such a safety or security risk (e.g. recognition of a confidential informant, undercover officer, confidential investigative tactics, material factual inaccuracies, confidential matters that cannot be published according to law) . If no comments are received by Producer following such forty-eight (48) hour period, the segments will be deemed reviewed by TPD. In connection with the live broadcast night of the Series, Producer shall provide a TPD 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 TPD to review material being captured and distributed in connection with the Series, and the right to dis-allow [provided notice of such if given immediately in such instance] the use of any footage that specifically poses a safety or security risk (e.g. recognition of a confidential informant, undercover officer, confidential investigative tactics, material factual inaccuracies, confidential matters that cannot be published according to law. In both instances, TPD shall have the right to review the content for factual accuracy, security and/or safety concerns, and TPD classified information and to identify material categorized as detailed herein over which TPD has a review right, provided that it is understood that Producer and any television network for which Producer is producing the Series (the "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.) subject to TPD's review rights as set forth herein.
6. Ownership. All film, videotape, still photographs and other visual and/or audio recordings or representations (e.g., studios sets or designs) of TPD Property or TPD Personnel created by or with the authorization of Producer are collectively referred to herein as the "Material". Producer shall be the sole and exclusive owner of the Material with the right for the full period of copyright, including all extensions and renewals thereof, and thereafter in

perpetuity, throughout the universe, to use and re-use, an unlimited number of times, all or any part of the Material for the purpose of making and producing television programs and other works, and advertising, publicizing and exploiting the same, by all means and in all media, whether now known or hereafter devised, and to authorize others so to do. Neither TPD, nor any employee of TPD, nor any other party now or hereafter having an interest in TPD Property or TPD Personnel, shall have any right of action against Producer or any other party arising out of any use of said Material. Neither the expiration of this Agreement in its normal course nor its sooner termination for any reason shall affect the ownership by Producer of the Material.

7. Producer's Obligations.

- a. Producer acknowledges and agrees that in order to protect the integrity of the TPD's work, maintain the safety of officers and the public (inclusive of Producer's personnel), Producer shall comply with all instructions and restrictions as directed by the TPD and /or TPD personnel for purposes of the foregoing, in the TPD's sole discretion, at any and all filming locations. Any filming by Producer and the work of Producer's personnel shall not interfere in any manner with the execution and performance of the TPD and TPD's personnel duties.
- b. Producer acknowledges and agrees that it may not, during the course of filming, intentionally put the TPD to any expense it would not otherwise ordinarily incur (or reimburse the TPD for any such mutually agreed upon expense) and any filming in connection herewith shall be done at no cost to the Department.
- c. Producer shall be responsible for obtaining all necessary consents and/or releases including but not limited to those from third parties, TPD or TPD personnel to be interviewed, utilized or otherwise participate in the Series. In addition to the general indemnity obligations set forth herein, Producer hereby indemnifies the City of Tulsa and its officers and employees from and against all claims asserted against the City of Tulsa and expenses relating to such claims, including without limitation, reasonable attorney's fees, arising from any failure by Producer to obtain such necessary consents and/or releases. Upon City's reasonable request, Producer shall provide City with a copy of its form consents and/or releases provided by Producer to releasees in connection with this Agreement and/or a release for a specific releasee, as necessary.
- d. Producer agrees to sign a Hold Harmless Agreement prior to attending a "Ride Along" with TPD personnel, subject to review by Producer.

8. Credit. TPD acknowledges that any credits or other identification of TPD 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 TPD an on-screen credit in substantially the form "Special Thanks to the Tulsa Police Department" in accordance with the Network's then-current credit policies, for all Series episodes in which TPD 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.

9. No Obligation to Proceed. TPD acknowledges and agrees that Producer is not obligated to actually use TPD Property or produce the Series or include the Material in the episode of the Series for which it was prepared or otherwise exercise any or all of Producer's rights hereunder. Producer and City of Tulsa acknowledge and agree that at any time during the Term, either party may terminate this Agreement upon forty-five (45) days written notice to the other party. In the event of such termination, Producer shall immediately cease to produce any further episodes of the Series using any and all the Material, remove all personnel, facilities, vehicles and equipment from TPD Property, and refrain from making any further reference to the Material, other than Material embodied in prior episodes of the Series, which Producer may continue to re-air in perpetuity, and all access and license rights granted hereunder shall revert to City.

10. No partnership. It is expressly understood and agreed that the parties do not by this Agreement intend to form an employment relationship or a partnership or joint venture between them and in no event shall this Agreement be

construed to constitute such an employment relationship, partnership or joint venture. TPD and TPD 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.

11. Insurance. Producer will obtain and keep in force during production of the Series with TPD a policy of commercial general liability insurance naming TPD as an additional insured entity in a minimum amount of \$1,000,000 and provide proof thereof to TPD prior to the commencement of production.
12. Indemnification. Producer agrees to defend, indemnify and hold harmless TPD from and against any and all third party liabilities, third party claims, costs, damages, losses, or judgments arising out of or in connection with the development, production, distribution, or other exploitation of the Series. TPD agrees that Producer shall have the sole right to control the legal defense against any claims, demands or litigation, including the right to select counsel of its choice and to compromise or settle any such claims, demands or litigation. Notwithstanding the foregoing, no such compromise, settlement or other agreement shall be finalized, entered into or effective without the prior written consent of TPD, if such compromise, settlement or other agreement includes an admission of liability on behalf of or by the TPD.
13. 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 Oklahoma, 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 Tulsa County, Oklahoma 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.
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 TPD:

Tulsa Police Department
600 Civic Center
Tulsa, OK 74103
Attn: Becky Johnson, City Legal Unit

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 (with the understanding that physical production of the Series shall at all times be rendered by Producer, its parent, affiliates or contracting entity unless otherwise approved in writing by the City of Tulsa). TPD shall not be permitted to assign or delegate any of rights or obligations under this Agreement. Except if required by law, TPD shall at all times keep the terms of this Agreement confidential. Producer recognizes that TPD is subject to the Oklahoma Open Records Act ("Act"; 51 O.S. Sec. 24.A.1 et seq.). The Act therefore supersedes any conflicting or ambiguous language in this paragraph. 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.

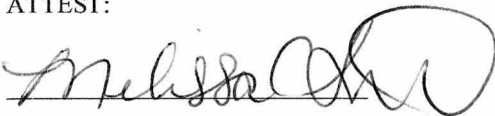
If the foregoing complies with your understanding of our agreement, please so signify by countersigning this letter where indicated below.

Very truly yours,

BIG FISH ENTERTAINMENT LLC

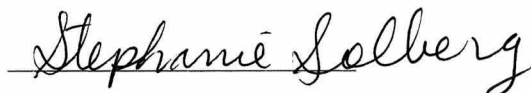
By: 
Daniel Cesareo, Managing Member

ATTEST:



City Clerk

Approved:



Assistant City Attorney

ACKNOWLEDGED AND AGREED:

CITY OF TULSA, OKLAHOMA

By: 

Its: Mayor

SEP 18 2019



Exhibit A

Series Concept

Big Fish Entertainment LLC (“BFE”) proposes an “Almost Live” multi-part series that embeds in several cities across the country following several 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 (subject to change).

In Tulsa, Oklahoma, we propose embedding with the Tulsa Police Department (“TPD”) on “Ride Alongs” to capture the “real-time” perspective and diversity within the department and the city. 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 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 city.

Network

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

Timeline

BFE proposes to begin production in September, 2019 with some preliminary non-live filming (2-3 days) on September 16-19, 2019. The embed commitment is currently anticipated 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. 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, police headquarters, police precincts, police locker-rooms, local jails, detective and similar offices and patrol cars. BFE will be responsible for obtaining permission to shoot on any private property.

Access to the Tulsa Police Department

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

Access to Key Characters

The proposed main characters in the series would include 3 to 5 key officers involved in the TPD. Coverage of officers would be simultaneous at times, but may also rotate periodically. No police officer will be filmed who has not given written permission. The privacy of all officers will be respected and strictly enforced.

Activities

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

- Investigations except those covered by other media agreements
- 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 TPD's Public Information Officer as well as the specific officers involved. BFE will provide a liaison with the TPD to maintain communication and updates at all times concerning the activities and whereabouts of the production crew. BFE will work with TPD members to develop strict protocols in regards to the parameters of filming. The Series will not reveal any confidential investigative tactics, confidential informants, undercover officers or other information that TPD instructs BFE not to release as public information.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

Date (MM/DD/YYYY)
9.12.2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon/Albert G. Ruben Co. of NY, Inc. 171 Madison Avenue, Suite 401 New York, NY 10016	Contact Name: James Pedrick Phone: 212-337-4356	John Hicks 212-463-5587													
	<table border="1"> <tr> <th>Insurer's Affording Coverage</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Great Divide Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		Insurer's Affording Coverage	NAIC #	INSURER A: Great Divide Insurance Company		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE AS REQUESTED.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>	X		CNA7500847	03/01/19	03/01/20	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$1,000,000
							MEDICAL EXPENSE	EXCLUDED
A	AUTO LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> AUTO PHYS. DAM. ** <input type="checkbox"/>	X		CNA7500847	03/01/19	03/01/20	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
				*AUTO PHYSICAL DAMAGE DEDUCTIBLE: \$2,500			BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							AUTO PHYSICAL DAMAGE	\$1,000,000
A	<input checked="" type="checkbox"/> Umbrella Liab <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> Excess Liab <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input type="checkbox"/>	X		CUA7500902	03/01/19	03/01/20	EACH OCCURRENCE	\$10,000,000
							AGGREGATE	\$10,000,000
							WC Statutory Limits	Other
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			NOT COVERED HEREUNDER			E.L. Each Accident	\$
							E.L. Disease - EA Employee	\$
							E.L. Disease - Policy Limit	\$
A	WORLDWIDE PRODUCTION PACKAGE MISCELLANEOUS EQUIPMENT* PROPERTY OF OTHERS PROPS, SETS & WARDROBE			CNA7500847	03/01/19	03/01/20	LIMIT	DEDUCTIBLE
							\$5,000,000	\$3,500
							\$5,000,000	\$2,500
							\$3,000,000	\$2,500

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

A&E Television Networks - A&E - Live PD 3C

Certificate Holder is Additional Insured (by "Blanket" Endorsement) under General/Auto Liability but only with regard to claims arising from the negligence of Named Insured and as required by written contract. Certificate Holder is Loss Payee with regard to Production Package. All coverage is subject to terms and conditions of policies of insurance. This Certificate does not amend, extend or alter the coverage afforded by the policies above.

CERTIFICATE HOLDER

City of Tulsa
 Legal Department
 175 E. 2nd Street, Suite 685.
 Tulsa, OK 74103

Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon/Albert G. Ruben Insurance Services, Inc.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

Date (MM/DD/YYYY)
9/16/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Aon/Albert G. Ruben Co. of NY, Inc. 171 Madison Avenue, Suite 401 New York, NY 10016	Contact Name: James Pedrick John Hicks
	Phone: 212-337-4366 212-463-5587
INSURED Big Fish Entertainment, LLC 5 Times Square, 9th Floor New York, NEW YORK 10036	Insurer's Affording Coverage
	INSURER A: Great Divide Insurance Company
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE AS REQUESTED.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X		CNA7500847	03/01/19	03/01/20	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$1,000,000
							MEDICAL EXPENSE	EXCLUDED
A	AUTO LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> AUTO PHYS. DAM. ** SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		CNA7500847	03/01/19	03/01/20	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
				*AUTO PHYSICAL DAMAGE DEDUCTIBLE: \$2,500			BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							AUTO PHYSICAL DAMAGE	\$1,000,000
A	<input checked="" type="checkbox"/> Umbrella Liab <input checked="" type="checkbox"/> Excess Liab DEDUCTIBLE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	X		CUA7500902	03/01/19	03/01/20	EACH OCCURRENCE	\$10,000,000
							AGGREGATE	\$10,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/>	N/A		NOT COVERED HEREUNDER			WC Statutory Limits	Other
							E.L. Each Accident	\$
							E.L. Disease - EA Employee	\$
							E.L. Disease - Policy Limit	\$
A	WORLDWIDE PRODUCTION PACKAGE MISCELLANEOUS EQUIPMENT* PROPERTY OF OTHERS PROPS. SETS & WARDROBE			CNA7500847	03/01/19	03/01/20	LIMIT	DEDUCTIBLE
							\$5,000,000	\$3,500
							\$5,000,000	\$2,500
							\$3,000,000	\$2,500

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

A&E Television Networks - A&E - Live PD 3D

City of Tulsa is Additional Insured (by "Blanket" Endorsement) under General/Auto Liability but only with regard to claims arising from the negligence of Named Insured and as required by written contract. Certificate Holder is Loss Payee with regard to Production Package. All coverage is subject to terms and conditions of policies of insurance. This Certificate does not amend, extend or alter the coverage afforded by the policies above.

CERTIFICATE HOLDER

City of Tulsa
 Legal Department
 175 E. 2nd Street, Suite 685.
 Tulsa, OK 74103

Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

James Pedrick
 Aon/Albert G. Ruben Insurance Services, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
City of Tulsa Legal Department 175 E. 2nd Street, Suite 685. Tulsa, OK 74103	A&E Television Networks – A&E - Live PD 3D Various locations in the City of Tulsa, Oklahoma
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.