



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER _____

PAGE 1 OF 10

DATE: 11/5/2024

**SUBJECT: CONSIDERATION OF A CONTRACT WITH KING STREET
PRODUCTIONS INC. FOR FILMING IN THE MEDICAL EXAMINER'S
OFFICE**

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider a contract with King Street Productions Inc. for filming in the Medical Examiner's Office located at 200 Feliks Gwozdz Fort Worth, Texas, 76104.

BACKGROUND

King Street Productions Inc., a Fort Worth, Texas-based film company with connections to Taylor Sheridan, has requested permission to film a scene at the Medical Examiner's Office located at 200 Feliks Gwozdz. The scene involves a wife entering a small-town coroner's office to identify her late husband's body. A detailed description of the scene is attached for review.

With approval of this contract the proposed filming schedule is from November 7th to November 9th, 2024, with daily operations running from approximately 11:00 a.m. to 11:00 p.m.

The estimated cost for providing Facilities Management and Sheriff's Office staff at the location is \$12,525.00. King Street Productions Inc. has agreed to cover these costs and will be billed post-filming. Additionally, the production company has submitted a \$1,000.00 building fee payment, currently held by the County Auditor.

The Criminal District Attorney's Office has reviewed and approved the contract as to form.

FISCAL IMPACT

Funds are available in the following accounts:

Facilities Management account 10000-2025 (General Fund) 3110312000 (MEO) 51000 Personnel in the amount of \$2,732.00

Sheriff's Office 10000-2025 (General Fund)/ 2110610000 Security/ 51000 Personnel in the amount of \$9,793.00

Auditors Office 10000-2025 (General Fund)/ 1140100000 County Auditor/ 485003 Other Revenue - \$1,000.00

SUBMITTED BY	Facilities Management	PREPARED BY:	Robert Carter
		APPROVED BY:	Michael Amador

LOCATION AGREEMENT

Dated as of: 10/4/24

"Project" (name of project): The Madison

"Property": Located at Tarrant County Medical Examiner - 200 Feliks Gwozdz Pl, Fort Worth, TX 76104

"Tape Dates": Commencing on or about November 5th (Start Date) and ending November 9th (Wrap Date)

This Location Agreement ("Agreement") is entered into as of the date first set forth above, by and between You (as defined below) and Company (as defined below) for Company's use of the Property in connection with the Project. For good and valuable consideration the receipt and sufficiency of which the parties hereby acknowledge You and Company agree as follows:

You irrevocably grant to Company, its employees, contractors, agents, licensees, affiliates, and assigns, and its event and program sponsors, advertisers, and marketing partners, the right: (a) to enter, remain on, and occupy the Property during the Tape Dates, with personnel, facilities, and/or equipment, for the purpose of recording, filming, taping, and/or photographing in connection with the Project and undertaking related activities; (b) to make audio and video recordings (including, without limitation, photographs) on and of the Property ("Recordings"); and (c) irrevocably, to edit, broadcast, transmit, and otherwise exploit the Recordings in any and all manners, formats, and media now known or hereafter devised, in perpetuity, throughout the universe, in such manner and to such extent (if any) as Company may desire, whether or not in connection with the Project, including in and in connection with the advertising, marketing, promotion, publicity, merchandising, and/or ancillary uses of the Project (which You acknowledge Company may do (without limitation) over the Internet and/or in connection with commercial tie-ins). You acknowledge that the rights herein granted include, without limitation, the right to record all structures and signs located on the Property, the right to record any and all conditions occurring or existing on the Property, and the right to erect and maintain temporary sets and structures on the Property. You acknowledge that Company is and will be the sole owner of all rights of every kind in the Recordings, in all manners, formats, and media now known or hereafter devised (including, without limitation, all copyrights therein and all renewals, extensions, and restorations of said copyrights), in perpetuity, throughout the universe. Without limiting the foregoing, You acknowledge that the rights herein granted include the right to refer to the Property by its real name or by any fictitious name. Neither You nor Your employees or representatives will (i) photograph or otherwise record any part of Company's production of the Project, including the Project's crew, set, and/or talent, or (ii) obstruct, delay, or interfere (whether by act or omission) with Company's use of the Property as intended hereunder. Company is not and will not be obligated to produce the Project, to make any actual use of Recordings, or to use any name connected with the Property in connection with the Project or any other program.

Company shall use reasonable care to prevent damage to the Property. Company may make non-permanent changes to the Property, provided that the Property is returned to its original condition by the third day after the end of the Tape Dates. Company shall indemnify and hold harmless You and all other parties lawfully in possession of the Property from and against any and all third-party Claims (as defined below) concerning personal injuries or property damage resulting directly from any Company act or omission in connection with Company's use of the Property, provided that You (1) give Company notice of such injury or damage before the date that is seven days after the end of the Tape Dates, and (2) if applicable, permit Company to re-enter the Property to investigate such property damage. If Company's use of the Property is prevented, hampered, or interrupted by weather or occurrences beyond Company's control (including, without limitation, governmental law, judicial order, act of God, labor controversy or threat thereof, epidemic, pandemic, or weather-related delays) (each, a "Force Majeure Event"), Company will have the right to use the Property without any charge for an amount of additional time equal to the time that was not used due to the Force Majeure Event, commencing at a mutually agreeable time following the end of the Force Majeure Event (and the End Date will be deemed automatically adjusted accordingly). You represent and warrant that You are the owner and/or authorized representative of the Property, You have the authority to grant Company the permission and rights herein granted, no one else's permission is required for You to grant such permission and rights, and the Property is free of latent defects or illegal conditions of which You are or should be aware (except those of which you have notified Company). With respect to Your employees and any and all other individuals working under Your control, You shall comply with all occupational and environmental safety and health laws. You shall comply, and ensure that Your business operations (if any) comply, with all laws, orders, directions, regulations, codes, and statutes, and all requirements of any and all applicable government agencies and officials, in each case applicable to, affecting, governing, or otherwise relating to You, Your obligations hereunder, Your business operations (if any), the Property, and/or Company's use of the Property. Without limiting the foregoing, You shall refuse to serve alcoholic beverages to any and all person(s) who (a) appear(s) to be intoxicated and (b) appear(s) to be underage and cannot provide proper ID proving otherwise.

"Claims" means claims and actions, liabilities, losses, judgments, damages, costs, and expenses (including, without limitation, reasonable outside attorneys' fees and costs and court costs, whether or not in connection with litigation). In the event of any Claim arising out of or related to this Agreement, the use of the Property, and/or the use or exploitation of any Recordings, You will be limited to an action for money damages and You will not be entitled to equitable or injunctive relief, all of which You knowingly waive. You acknowledge that You have no right to prevent or inhibit the exhibition, distribution, broadcast, or other use or exploitation of any Recordings. You shall not at any time use any of Company's, PG ("PG" means Paramount Global), or any of Company's and/or PG's related companies' names, logos, tradenames, or trademarks (including, without limitation, Paramount Network, and the title of the Project) or anything confusingly similar to any such names, logos, tradenames, or trademarks, in any manner (including, without limitation, in connection with any kind of advertising or promotion, publicity, merchandise, tie-in, product, or service).

Company may freely assign or otherwise transfer its rights into the Recordings to any entity or individual without restriction. This release will be binding on all of Your successors-in- interest and heirs. This Agreement and all questions arising under this Agreement will be governed by and construed in accordance with the laws and decisions of the State of Texas applicable to contracts entered into and fully to be performed therein, without giving effect to the principles thereof relating to conflicts of law; the parties irrevocably consent and agree to the exclusive jurisdiction and venue of the state and federal courts having jurisdiction over Tarrant County, Texas with respect to any action that any party desires to commence arising out of or in connection with this Agreement or any breach or alleged breach of this Agreement, irrevocably consent to personal jurisdiction by such courts, and irrevocably waive any objection as to improper venue or that any state or federal court of Texas is an inconvenient forum. This Agreement expresses the entire understanding between the parties with respect to the subject matter hereof and may not be changed, modified, or terminated except in writing. If any term or provision of this Agreement or the application thereof to any party or circumstance is found to be invalid and/or unenforceable to any extent, the remainder of this Agreement and/or the application of such term or provision to any other parties or circumstances (as the case may be) will not be affected thereby, and each such other term, provision, and/or application (as the case may be) will be valid and enforceable to the fullest extent permitted by law. For further information on how the Company handles your personal data, please visit the Company's Privacy Policy at <https://privacy.paramount.com/production-policy>. This Agreement may be executed in a number of counterparts, each of which will be considered an original, but all of which counterparts will be deemed to be one and the same document. The parties may execute this Agreement by signatures obtained through e-mail, and each party's signature may be relied upon by the other party as being as valid as if they were signed in the presence of the other party. In the event of any conflict between this Agreement and any other agreement governing Company's use of the Property in connection with the Project, this Agreement shall control, but only to the extent necessary to resolve the conflict.

You are subject to Chapter 551 of the Texas Government Code ("Texas Open Meetings Act" or "TOMA"), as well as various purchasing laws and open government laws and conflicts and ethics laws, any of which may require some information to be disclosed to transact business or to comply with applicable laws. Accordingly, this Agreement shall not be read, construed, or applied in any manner to require You to violate any law or to preclude You from any disclosure, response, report, or other publication of any information required by law or by lawful authority. Notwithstanding any language herein, this Agreement and all attachments hereto is open to the public, and all Parties, by signing this Agreement, expressly agree and hereby give their written consent that this Agreement may be agendized for public action of the Tarrant County Commissioners Court in the manner that all agreements and contracts are considered, including the provision of an explanation of the purpose of the agreement in the publicly posted Commissioners Court communication and a full copy of the Agreement may be posted online and is public. Public deliberation pursuant to TOMA is also expressly approved, so that this Agreement may be made in lawful compliance with applicable laws.

The parties do not anticipate that Company will (i) create, maintain, transmit or receive protected health information for, on behalf of, or from You in connection with this Agreement or (ii) otherwise be considered a Business Associate of You, as that term is defined by federal regulation. Should the situation change, Company

agrees that it will negotiate in good faith an amendment to this Agreement, including a business associate agreement, if appropriate, in each case if and to the extent required by the provisions of the Health Insurance Portability and Accountability Act, the Health Information Technology for Economic and Clinical Health Act of 2009, and/or the regulations promulgated thereunder.

In the use of the Property, Company must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Company shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

Company acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the Form 1295 electronically filed with the Texas Ethics Commission, at <https://www.ethics.state.tx.us/filinginfo/1295/>, as required by law, and that the attached signed copy attached as Exhibit A is a full and true copy of said filed form.

"You"/"Your" (person/company name):

Tarrant County

Signature: _____

By (print name): _____

Title: _____

"Company" (production entity):

King Street Productions Inc.

Signature: Pete Feldman

By (print name): Pete Feldman

Title: Co-Executive Producer

**TARRANT COUNTY FACILITIES MANAGEMENT
PROPERTY USE APPLICATION**

PLEASE COMPLETE ALL SECTIONS.

Location requested: Tarrant County Medical Examiner's Office

Event Date(s): 3 days total, 1 prep day, 1 filming day, 1 wrap day , November 7th ,8th ,9th 2024

Time of event: TBD per day, but likely 11am - 11pm on the filming day

Description of event (if more than three lines, please provide an attachment):

Please see attached.

Electricity required

Set up equipment (tables/chairs/podium/speakers, etc.) requested from County

Contact Person: <u>Jimmy Schwertner-Key Asst Location Manager</u>
Address: <u>1600 w 7th st</u> City: <u>Ft Worth</u> State: <u>TX</u> Zip: <u>78732</u>
Cell phone number: <u>512-560-0891</u> Email: <u>jimmyschwertner@gmail.com</u>

Name of Organization: <u>King Street Productions Inc. "The Madison".</u>
<input type="checkbox"/> Non-Profit <input checked="" type="checkbox"/> For-Profit
Primary contact person: <u>Jimmy Schwertner- Key Asst Locations Manager</u>
Address: <u>1600 w 7th St</u> City: <u>Ft Worth</u> State: <u>TX</u> Zip: <u>76102</u>
Business phone number: <u>512-560-0891</u> Email: <u>jimmyschwertner@gmail.com</u>
Event on-site contact person & cell phone number: <u>Jimmy Schwertner 512-560-0891</u>

Applicant's signature: _____

Applicant's printed name: Jimmy Schwertner

Date: 10/4/2024



A new TV Series, “The Madison” is being produced by King Street Productions Inc in association with Paramount Pictures and Studio 101. We will be filming scenes in the Fort Worth Area this Fall. We request to film a scene for this project at the Tarrant County Medical Examiner’s Building.

The Project

Taylor Sheridan is developing a new TV series, being directed by Yellowstone Alum, Christina Voros. It is a 6 episode series that will likely be broadcast on CBS or the Paramount Network in 2025. *The Madison* follows the life of wealthy matriarch Stacey Clyburn and her family as they leave New York City and head to Montana in the wake of her husband and brother-in-law’s tragic deaths in a plane crash. Stacey Clyburn is currently cast as Michelle Pfeiffer, with Kurt Russell playing Paul Clyburn.

The Scene

We would like to pretend that the Medical Examiner’s office is a small town Coroner’s Office. Stacy and her family enter the facility to identify the body of her late husband. She walks to the autopsy room and speaks with the coroner. She has an emotional moment, identifies the body and leaves.

Timeline

Safety and property protection are the highest priorities so we request ample time to prepare. The proposed schedule reflects time to set up the location, film, then clean up and restore. Filming is currently scheduled for 1 day (no more than 12 hours) on a weekday between November 4th and November 22nd, weather depending. Our tentative proposed date is currently Friday November 8th. We may need access 1 day prior and 1 day after for preparing the set. We are organizing our schedule right now and should be able to confirm a filming date shortly. There is a nighttime exterior that we would like to film so its likely that our day would be something like 11am - 11pm. We will coordinate and with the facility on what times are available.

The Logistics

We understand this facility is very sensitive. We will ask for permission prior to any work being done. We would like access to the space to decorate prior to filming. This would included removing or hiding any Tarrant County proprietary information. We may want to clean or rearrange some of the items in the room as well. We will provide a work list to be approved for decorating. Once we start working, we would like to have a security guard at the set while we have equipment or set dressing on site. We can hire someone from the county or we can use the film production security company that travels with us. This guard will also help the crew with parking and directions on where to go and where not to go. We would designate a parking area for the prepping crew to park nearby. We would provide a restroom and trash/waste disposal equipment nearby. We will want to place some electrical cable around the area where we will be filming that we will connect to a nearby generator to power our lights and cameras. The guard will also watch this equipment and make sure it's safe.

On the filming day we will set up a base camp somewhere nearby. This area is where we would park our larger work trucks, personal vehicles and catering vehicles, allowing us to keep all of the larger equipment off site. Then we load into smaller vehicles and use shuttle vans to only bring essential crew and equipment to the set. This helps minimize our footprint on site. We use Dickie's Arena parking lots for this often.

Paperwork

We will provide a location agreement which is a document that allows us to access the property for filming purposes. It has language that protects the county and allows our company to provide insurance covering the county and the property. The agreement also lines out the terms and timeline of the project.

Protecting the filming locations is a top priority for our Location Department. We like to think that we work for the property owners as much as we do the production company. It is our goal to have a successful filming day and for the county to have a positive experience with our production. Taylor Sheridan plans to film several projects over the next few years in this area and we hope this is the beginning of great partnership.

Thank you for your consideration,

Dustin Daniels
Supervising Location Manager
The Madison

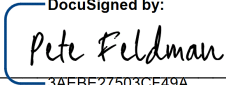
Jimmy Schwertner
Key Asst. Location Manager
The Madison

**RELEASE, INDEMNIFICATION
AND HOLD HARMLESS AGREEMENT**

THAT , the undersigned King Street Productions Inc, hereby
RELEASE and **HOLD HARMLESS** Tarrant County, Texas(“County”) and all of its officials,
officers, agents and employees in both their public and private capacities, from any and all
claims, losses, damages, causes of action, suits and liability of every kind that may arise from any
of their act(s) and/or omission(s) that may occur as a result of my request to seek their help,
assistance, and/or service in connection with Filming the TV series The Madison.

It is further agreed that the execution of this “**Release, Indemnification and Hold
Harmless Agreement**” will not constitute a waiver by the County of the defense of governmental
immunity where applicable, or any other defense recognized by law and/or the courts of the State
of Texas.

SIGNED this the 22nd day of October, 2024.

Signature: 
3AEBE27503CF49A...

Printed Name: Pete Feldman

Address: 1600 W 7th St, Ste 500

City: Fort Worth **State:** TX **Zip Code:** 76102

Phone #: 325-275-7423

ADDITIONAL COVERAGE SCHEDULE

PARAMOUNT GLOBAL IS SELF INSURED FOR WORKERS COMPENSATION IN CA, DC, NY, & OH

COVERAGE	LIMITS
<p><u>POLICY TYPE:</u> Excess Workers Compensation & Employers Liability for CA, DC, NY, OH</p> <p><u>CARRIER:</u> XL Specialty Insurance Company</p> <p><u>POLICY TERM:</u> 06/01/2024-06/01/2025</p> <p><u>POLICY NUMBERS:</u> RWE943551704 RWE943551804 RWE943551904</p>	<p>WORKERS COMP - STATUTORY</p> <p>\$2,000,000 E.L. EACH ACCIDENT</p> <p>\$2,000,000 E.L. DISEASE – EACH EMPLOYEE</p>

Salary Costs Related to After Hours Facilities Usage for Medical Examiner Building

Title	# of Employees	Event Length (Hrs)	Total Staff Hours	Avg Hourly Rate	OT Rate	Hourly Cost	FICA	Retirement	Total Cost
Deputy Sheriff (Grade 53)	4	36	144	\$ 37.93	\$ 56.90	\$ 8,193	\$ 627	\$ 973	\$ 9,793
TCFM Supt 2. (Grade 30)	1	36	36	\$ 42.33	\$ 63.50	\$ 2,286	\$ 175	\$ 272	\$ 2,732
								TOTAL	12,525