AGENDA ITEM A11

<u>AGENDA PLACEMENT FORM</u>
(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

Date: July 18, 2025	Court Decision: This section to be completed by County Judge's Office	
Meeting Date: July 28, 2025	Johnson County	
Submitted By: Jim Simpson		
Department: Co Attys Office for Shrf Ofc	(*(APPROVED)*)	
Signature of Elected Official/Department Head:	Conmissioners Coll	
Jim Simpson Asst. Co. Atty	7-28-25	
Description: Consideration for Approval and Authoriza (including Addendum) with King Street Pr utilization of property at 1800 Ridgemar D	oductions, Inc for limited access and	
(May attach additional	sheets if necessary)	
Person to Present: Adam King / Jim Simpson		
(Presenter must be present for the item un	less the item is on the Consent Agenda)	
Supporting Documentation: (check one)	PUBLIC   CONFIDENTIAL	
(PUBLIC documentation may be made ava	ilable to the public prior to the Meeting)	
Estimated Length of Presentation: 10 minu	tes	
Session Requested: (check one)		
✓ Action Item ☐ Consent ☐ Worksho	p   Executive   Other	
Check All Departments That Have Been Notified	l <b>:</b>	
✓ County Attorney ☐ IT	☐ Purchasing ☐ Auditor	
☐ Personnel ☐ Public Wo	rks Facilities Management	
Other Department/Official (list) Sheriff's Office - Adam King		

Please List All External Persons Who Need a Copy of Signed Documents In Your Submission Email

### **LOCATION AGREEMENT**

Date effective as of date signed by Johnson County Judge

"Project" (name of project): <u>Untitled</u> Yellowstone Spin-Off

"Property": Located at: 1800 Ridgemar Drive, Cleburne, Texas 76031

"Location Fee": \$15,000.00 per day of filming; additional preparation and clean-up fees paid at rate of \$2000.00 per day for each day exclusive of day of filming. Also a fee of \$500.00 to be paid to County for a "site representative" to manage access to areas and similar tasks.

"<u>Tape Dates</u>": Commencing on or about <u>a date to be determined prior to December 31, 2025 and subject to provisions herein for at least 3 business days notice to the Sheriff and his designee.</u>

## <u>1.</u>

This Location Agreement ("<u>Agreement</u>") is entered into as of the date first set forth above, by and between Johnson County, Texas or County (which may be referred to as "You" herein) and King Street Productions Inc. (hereafter "King Street" or "Company" for Company's use of the Property in connection with the Project. Johnson County, Texas is a political subdivision of the state of Texas. For good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, and (provided that the Property is actually utilized) in consideration of Company's payment to You of the Location Fee, You and Company agree as follows:

## <u>2.</u>

The Property is identified as the Johnson County Law Enforcement Center also known as the Johnson County Jail located at 1800 Ridgemar, Cleburne, Texas 76031. In this Agreement, Company's use of the Property is specifically limited to Building A, the walkway from Building A to the parking lot and the adjoining parking lot as shown on Exhibit A attached hereto and incorporated herein and Company's use of the Property excludes any and all other buildings, structures and parking lots located on the Property.

#### <u>3.</u>

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 activities, conduct, and 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. Company recognizes that all rights and privileges granted herein are subject to reasonable actions and requirements for the Johnson County Sheriff to maintain security of a jail property.

## <u>4.</u>

You hereby grant to Company a non-exclusive, freely sub-licensable, royalty-free license to use any and all names, logos, tradenames, or trademarks that You own or control (You represent and warrant that none of these infringes or violates any rights of any third party) in all media now known or hereafter devised, 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. Johnson County does not have authority to grant and does not purport to grant authority to use the image of any inmate or detainee at the property.

## <u>5.</u>

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.

## <u>6.</u>

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.

## <u>7.</u>

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 (reasonable wear and tear excepted). For the avoidance of doubt, Company may not make permanent changes to the Property. 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 thirty (30) days after the end of the Tape Dates, and (2) if applicable, permit Company to re-enter the Property to investigate such property damage. Company shall provide the Johnson County Sheriff with at least three (3) business days' prior written notice of the dates and times during which it intends to utilize the Property. This notice shall include the expected duration of use and is intended to allow the Johnson County Sheriff sufficient time to clear the parking lot area and make any necessary arrangements for the continued operation of the facility during Company's use.

## <u>8.</u>

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 additional 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).

## <u>9.</u>

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.

#### <u>10.</u>

In the event of any claim, dispute, or cause of action Claim (as defined below) arising out of or related to this Agreement, the use of the Property, and/or the use or exploitation of any Recordings, You shall not be entitled to seek or obtain equitable or injunctive relief. Notwithstanding the foregoing, You shall retain the right to revoke access to or expel Company from the Property in accordance with applicable law and the terms of this Agreement. "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). You acknowledge that You have no right to prevent or inhibit the exhibition, distribution, broadcast, or other use or exploitation of any Recordings.

## <u>11.</u>

All aspects of the publicity and promotion for the Project will be at Company's and its designee's sole discretion. During and after the Tape Dates, neither You nor any of Your employees or agents will directly, or through any publicity representative or otherwise, circulate, publish, or otherwise disseminate any news story, article, book, or other publicity relating to Company's participation in the Project; the subject matter of this Agreement; Company; and/or the Project. The foregoing does not prohibit You from issuing publicity that includes incidental references to the Project and Your involvement therein, provided the same occurs after the initial press release for the Project has been issued by Company and does not mention the Project, Company, or any other person or entity involved therewith in an unfavorable or derogatory manner. Without limiting the foregoing in any manner, You shall not at any time use any of Company's, PG's ("PG" means Paramount Global), or any of Company's and /or PG's related companies' names, logos, King Street Productions, and the Untitled Yellowstone Spin-Off tradenames, or trademarks (including, without limitation 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). Notwithstanding the foregoing, the non-disclosure obligations set forth in this agreement shall not prohibit you from disclosing or reporting to the appropriate authorities any unlawful conduct that occurs during the production of the Project. In addition, notwithstanding the foregoing, this Agreement is subject to the Texas Public Information Act, Government Code Chapter 552, and may be released subject to a request made pursuant to the Texas Public Information Act.

### 12.

Company may freely assign or transfer its rights in the Recordings to any other entity or individual without the consent of Johnson County. Company may freely assign this Agreement and may freely assign or otherwise transfer Company's rights and/or privileges with respect to Property hereunder to another entity or individual upon written approval of Johnson County, such approval shall not be unreasonably conditioned, withheld, or delayed. Such assignment or transfer will be binding on Johnson County.

### <u>13.</u>

This Agreement and the attached Johnson County Contract Terms Addendum 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. If You are a United States resident, for further information on how the Company handles your personal data, please visit the Company's Privacy Policy at https://privacy.paramount.com/en/policy.

## <u>14.</u>

This Agreement may be executed in any 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.

## <u>15.</u>

The term of this Agreement begins on execution by the Johnson County Judge and **expires** on **DECEMBER 31**, 2025 unless explicitly extended by authorization of the Johnson County Judge following a vote of the Commissioners Court. Johnson County may terminate this Agreement at any time upon the Johnson County Sheriff's written determination that the actions of KING STREET or its (or its successors or assigns) use of the Property endanger persons in the custody of the Sheriff, the employees of the Sheriff's Office or the public or the Property.

"You" /"Your" (person/company name):	"Company" (production entity):
Johnson County, Texas (a political subdivision of the State of Texas)  Signature: Judge Christopher Boedeker	King Street Productions Inc.  Signature: Hilton Smith  By (print name):  Hilton Smith
Title: Johnson County Judge  Date: 7-28-25	Title: Co-Executive Producer  Date: 7/10/2025

Additional Approval:

Adam King, Johnson County Sherriff

Adam King

Date 7-28-2025

## **EXHIBIT A**







**Certificate Of Completion** 

Envelope Id: 3D94509A-1B69-42BE-9E03-D5B6590998E8

Subject: Docusign: Johnson County (STATE PRISON)- Location Agreement & Addendum

Source Envelope:

Document Pages: 11 Signatures: 2 Initials: 0 Certificate Pages: 5

AutoNav: Enabled

Envelopeld Stamping: Disabled

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator: John McBride

1515 Broadway

**Timestamp** 

New York, NY 10036

yellowstonelocationdept@gmail.com

IP Address: 47.51.203.242

Sent: 7/10/2025 1:56:59 PM

**Record Tracking** 

Status: Original Holder: John McBride Location: DocuSign

yellowstonelocationdept@gmail.com

**Signer Events** 

Hilton Smith hiltonsmith@me.com Co-Executive Producer

7/10/2025 1:49:40 PM

Security Level: Email, Account Authentication

(None)

Signature

Signed by: Hilton Smith E190687B22054BF...

Signature Adoption: Pre-selected Style

Using IP Address: 2a02:26f7:d15f:8f84:0:8000:0:8

Viewed: 7/10/2025 3:31:11 PM Signed: 7/10/2025 3:35:49 PM

**Electronic Record and Signature Disclosure:** 

Accepted: 7/10/2025 3:31:11 PM

ID: 1dc2430b-79af-4213-9107-e97aba86b66e

In Person Signer Events	Signature	Timestamp

**Editor Delivery Events Status Timestamp** 

**Agent Delivery Events Status Timestamp** 

**Intermediary Delivery Events Status Timestamp** 

**Certified Delivery Events Status Timestamp** 

**Carbon Copy Events Status** 

COPIED

COPIED

Danni Pelcher

Dannispring1@gmail.com

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Not Offered via Docusign

Eleni Fleming

elenimfleming@gmail.com

Eleni

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Accepted: 5/30/2025 7:14:45 AM

ID: ca887db1-aac3-4b20-8a25-61ff2fb511a8

**Timestamp** 

Sent: 7/10/2025 1:56:59 PM

Sent: 7/10/2025 1:56:59 PM

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/10/2025 1:56:59 PM
Certified Delivered	Security Checked	7/10/2025 3:31:11 PM
Signing Complete	Security Checked	7/10/2025 3:35:49 PM
Completed	Security Checked	7/10/2025 3:35:49 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

Electronic Record and Signature Disclosure created on: 11/28/2023 9:34:03 AM Parties agreed to: Hilton Smith, Eleni Fleming

#### ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Paramount Global (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

#### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

#### Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

#### Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

#### All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### How to contact Paramount Global:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: legaltechsupport@paramount.com

#### To advise Paramount Global of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at legaltechsupport@paramount.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

## To request paper copies from Paramount Global

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to legaltechsupport@paramount.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### To withdraw your consent with Paramount Global

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to legaltechsupport@paramount.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

### Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <a href="https://support.docusign.com/guides/signer-guide-signing-system-requirements">https://support.docusign.com/guides/signer-guide-signing-system-requirements</a>.

### Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Paramount Global as described above, you consent to receive
  exclusively through electronic means all notices, disclosures, authorizations,
  acknowledgements, and other documents that are required to be provided or made
  available to you by Paramount Global during the course of your relationship with
  Paramount Global.

# JOHNSON COUNTY CONTRACT TERMS ADDENDUM TO KING STREET PRODUCTIONS INC. AGREEMENT

The Johnson County Commissioners Court Finds, and the Parties Agree, as Follows:

#### 1.1

This **Addendum** is part of an Agreement between **JOHNSON COUNTY**, **TEXAS**, a political subdivision of the State of Texas, (hereinafter referred to as "COUNTY" or "JOHNSON COUNTY" KING STREET PRODUCTIONS INC. KING STREET PRODUCTIONS INC. may be referred to herein as "KING STREET" or "COMPANY".

#### <u>1.2</u>

JOHNSON COUNTY and KING STREET as applicable, may be collectively identified as the "Parties" or each individually a "Party". This Addendum is part of the Agreement with KING STREET and is intended to modify (as set forth in this Addendum) all documents, including the LOCATION AGREEMENT. This Addendum modifies (as set forth in this Addendum) any other document proffered to COUNTY by KING STREET or their agents and other documents defining the Agreement between JOHNSON COUNTY and KING STREET.

#### 2.1

This Agreement will be governed by and construed according to the laws of the <u>State of Texas</u>. Venue for any action or claim arising out of the Agreement must be in the state district courts in Johnson County, Texas or the federal district courts in the Northern District of Texas, Dallas Division.

#### <u>2.2</u>

Any provision stating that County agrees to waive any right to trial by jury is hereby deleted.

#### 2.3

Limitations for the right to bring an action, regardless of form, shall be governed by the laws of the State of Texas, Texas Civil Practice and Remedies Code §16.070, as amended, and any provision to the contrary is hereby deleted.

#### 2.4

Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, any term which provides for such a claim is hereby deleted. JOHNSON COUNTY will, upon request of a party to the contract, certify the funds available to fulfill the terms of this Agreement.

#### 3.1

The Parties agree that under the Constitution and laws of the State of Texas, JOHNSON COUNTY <u>CANNOT</u> enter into an agreement whereby JOHNSON COUNTY agrees to <u>indemnify</u> or <u>hold harmless</u> any other party; therefore, all references of any kind to JOHNSON COUNTY indemnifying and holding harmless any individuals or entities for any reason whatsoever are hereby deleted.

#### 3.2

Article XI, Section 7(a) of the Texas constitution provides in relevant part:

... But no debt for any purpose shall ever be incurred in any manner by any city or county unless provision is made, at the time of creating the same, for levying and collecting a sufficient tax to pay the interest thereon and provide at least two per cent (2%) as a sinking fund, except as provided by Subsection (b) ...

This provision is interpreted with respect to contractual obligations of Texas county and city government entities to prohibit such government entities from entering into an indemnity agreement and to nullify such agreement provisions.

### <u>4.1</u>

The Parties agree and understand that COUNTY is a political subdivision of the State of Texas, and therefore has certain governmental immunity, sovereign immunity and limitations on liability, and that COUNTY'S general liability and vehicle insurance coverage is with the Texas Association of Counties Risk Pool and said "insurance coverage" is limited to the statutory maximum limits of the Texas Tort Claims Act; therefore, any provisions to the contrary are hereby deleted. The Parties agree and understand that COUNTY does not waive any of its common law, statutory or constitutional defenses to which it may be entitled.

#### 4.2

The Parties agree and understand that except with respect to any limitation on the right to prevent, or inhibit the exhibition, distribution, broadcast, or other use or exploitation of any Recordings, COUNTY will not agree to waive any rights and remedies available to COUNTY under the Uniform Commercial Code ("UCC"); therefore, any provision to the contrary is hereby deleted.

#### 4.3

The Parties agree and understand that  $\overline{\text{COUNTY}}$  will not agree to be responsible for any sales tax, use tax, or any other taxes, fees, fines or penalties that may be imposed, levied or assessed by any federal, state or local government or agency which relates to the Agreement, the equipment or its use; therefore, any provision to the contrary is hereby deleted.

#### 4.4

The Parties agree and understand that COUNTY will provide statutory workers compensation for its employees; however, COUNTY does not agree to include a waiver of subrogation, and therefore any provisions to the contrary are hereby deleted.

#### **5.1**

No officer, member, or employee of COUNTY, and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project or purchase is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project or purchase shall participate in any decision relating to this Agreement which affects his/her personal interest, have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

#### 6.2

To the extent, if any, that any provision in this Agreement is in conflict with Texas Government Code §552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that JOHNSON COUNTY, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act. In the event of a request for documents or materials pursuant to the Texas Public Information Act (Texas Government Code Chapter 552) or similar law pertaining to documents or information COUNTY reasonably believes that **KING STREET** might lawfully seek to claim as confidential, then COUNTY will forward the request to **KING STREET**. It shall be the obligation of **KING STREET** to prepare and submit to the Texas Attorney General's Office any claim and supporting brief or materials necessary to assert a claim that the documents or materials may be withheld pursuant to Texas Government Code Chapter 552 or other applicable law. County will cooperate with **KING STREET** in making such submission to the Texas Attorney General's Office. **KING STREET acknowledges and understands that contracts, agreements, payment and revenue of a political subdivision of the State of Texas are public information and are not confidential.** 

## <u>6.3</u>

Services and products provided under the Agreement shall be provided in accordance with all applicable state and federal laws.

#### <u>6.4</u>

Under the Constitution and laws of the State of Texas, public property is exempt from forced sales and liens may not attach thereto.

#### <u>6.5</u>

It is understood and agreed that JOHNSON COUNTY will not be subject to arbitration; therefore, any paragraph or provision requiring arbitration, is hereby deleted.

#### <u>6.6</u>

JOHNSON COUNTY shall be responsible for the acts or failure to act of its employees, agents or servants, provided; however, its responsibility shall be subject to the terms, provisions and limitations of the Constitution and laws of the State of Texas, particularly the Texas Tort Claims Act.

#### <u>7.1</u>

KING STREET certifies that pursuant to Section 231.006 of the Texas Family Code (regarding unpaid child support) that the individual or business entity named in this contract is not ineligible to receive the specified payment(s) and acknowledges that this contract may be

terminated and payment may be withheld if this certification is inaccurate. **KING STREET** hereby certifies that it is not ineligible to receive State or Federal funds due to child support arrearages

### <u>7.2</u>

**KING STREET** certifies by signature of its authorized representative on this document that it does and will so long as this Agreement is in effect comply fully with Section 889 of the National Defense Authorization Act for Fiscal Year 2019 (NDAA FY19) and Section 5949 of the National Defense Authorization Act for Fiscal Year 2023 (NDAA FY23) and with any additional existing and future "China Tech Prohibitions" promulgated or enacted by the United States Government.

#### 8.1

Notwithstanding any other provisions contained in the contract documents, any amendment to the terms of the contract must be specifically approved by the Commissioners Court of JOHNSON COUNTY and signed by the Johnson County Judge or the COUNTY employee or official to whom authority has been explicitly delegated by the Commissioners Court.

## <u>8.2</u>

The parties agree Johnson County is NOT bound and shall not be bound to or liable for any condition, duty, obligation or requirement that is set forth only by reference to additional Documents that are not part of the physical document approved by the Commissioners Court and made part of the minutes of the Johnson County Commissioners Court. Provisions which KING STREET seeks to make terms of the contract or agreement by references to links or websites for contract terms are rejected by JOHNSON COUNTY and CANNOT and WILL NOT be enforced against JOHNSON COUNTY.

#### <u>8.3</u>

JOHNSON COUNTY is not subject to any provision that may be changed without notice or that may be changed without specific overt consideration and approval by the Commissioners Court of Johnson County acting on that change, modification or amendment to the contact or its terms occurring after the date of the execution of this Addendum.

#### 8.4

Notwithstanding any provision set forth in the attached terms and conditions for Agency or any other document put forth by KING STREET, JOHNSON COUNTY does not waive any rights or remedies available to a Texas political subdivision pursuant to Texas law, except for any limitation on the right to prevent or inhibit the exhibition, distribution, broadcast, or other use or exploitation of any Recordings. This provision supersedes any contrary provision.

#### 9.1

In the event of any conflict between the terms and provisions of this Addendum and the terms and provisions of those contractual provisions tendered to JOHNSON COUNTY

in the Agreement, this Addendum shall control and amend the contractual provisions of the Agreement and any provision to the contrary is hereby deleted. THE TERMS OF THIS JOHNSON COUNTY CONTRACT TERMS ADDENDUM SHALL BE FULLY OPERATIVE AND HAVE PRIORITY OVER ALL OTHER DOCUMENTS AND TERMS AND ANY TERM TO THE CONTRARY IN OTHER DOCUMENT(S) PUT FORTH BY KING STREET IS HEREBY DELETED.

#### APPROVED AS TO FORM AND CONTENT:

JOHNSON COUNTY:	
Ch Rdr	7-28-25
Christopher Boedeker	Date
As Johnson County Judge	
Christopher Boedeker As Johnson County Judge  Attest:	7-28-25
County Clerk, Johnson County	Date
KING STREET PRODUCTIONS INC.:	
— Signed by:	7/40/0005
tilton Smith	7/10/2025
Hilton Smith,	Date
Co-Executive Producer	
KING STREET PRODUCTIONS, INC	
adam King	7-28-25
Adam King	Date
Johnson County Sheriff	



**Certificate Of Completion** 

Envelope Id: 3D94509A-1B69-42BE-9E03-D5B6590998E8

Subject: Docusign: Johnson County (STATE PRISON)- Location Agreement & Addendum

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1515 Broadway

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New York, NY 10036

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**Signer Events** 

Hilton Smith hiltonsmith@me.com Co-Executive Producer

7/10/2025 1:49:40 PM

Security Level: Email, Account Authentication

(None)

Signature

Signed by: Hilton Smith E190687B22054BF...

Signature Adoption: Pre-selected Style

Using IP Address: 2a02:26f7:d15f:8f84:0:8000:0:8

Viewed: 7/10/2025 3:31:11 PM Signed: 7/10/2025 3:35:49 PM

**Electronic Record and Signature Disclosure:** 

Accepted: 7/10/2025 3:31:11 PM

ID: 1dc2430b-79af-4213-9107-e97aba86b66e

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**Agent Delivery Events Status Timestamp** 

**Intermediary Delivery Events Status Timestamp** 

**Certified Delivery Events Status Timestamp** 

**Carbon Copy Events Status** 

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Danni Pelcher

Dannispring1@gmail.com

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Not Offered via Docusign

Eleni Fleming

elenimfleming@gmail.com

Eleni

Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Accepted: 5/30/2025 7:14:45 AM

ID: ca887db1-aac3-4b20-8a25-61ff2fb511a8

**Timestamp** 

Sent: 7/10/2025 1:56:59 PM

Sent: 7/10/2025 1:56:59 PM

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/10/2025 1:56:59 PM
Certified Delivered	Security Checked	7/10/2025 3:31:11 PM
Signing Complete	Security Checked	7/10/2025 3:35:49 PM
Completed	Security Checked	7/10/2025 3:35:49 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

Electronic Record and Signature Disclosure created on: 11/28/2023 9:34:03 AM Parties agreed to: Hilton Smith, Eleni Fleming

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

#### Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### How to contact Paramount Global:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: legaltechsupport@paramount.com

#### To advise Paramount Global of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at legaltechsupport@paramount.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to legaltechsupport@paramount.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <a href="https://support.docusign.com/guides/signer-guide-signing-system-requirements">https://support.docusign.com/guides/signer-guide-signing-system-requirements</a>.

### Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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  exclusively through electronic means all notices, disclosures, authorizations,
  acknowledgements, and other documents that are required to be provided or made
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  Paramount Global.