

Request for Legislative Action

Res. #21166

Sponsor: Donna Peyton

Date: February 21, 2023

Completed by County Counselor's Office

Action Requested:	Resolution	Res.Ord No.:	21166
Sponsor(s):	Donna Peyton	Legislature Meeting Date:	2/21/2023

Introduction

Action Items: ['Authorize']

Project/Title:

Request to extend the end date of the contract awarded to Tico Productions of Kansas City, Missouri, under the terms and conditions of the Request for Proposal (RFP) No 49-20, to December 31, 2023, for the purpose of fulfilling the deliverables commitment.

Request Summary

The COMBAT Commission required a contract for rebranding services. The Purchasing Department issued RFP No. 49-20 in response to the requirements. The COMBAT Commission and the Purchasing Department recommended awarding a twelve-month contract, with one (1) twelve-month option to extend for the furnishing of rebranding services.

The requested contract extension period will be used to provide Tico Productions of Kansas City, Missouri additional time to meet its deliverable obligations as outlined in Exhibit A of the contract. The total contract amount is \$33,000. In year 1 of this contract, \$17,300 was spent. In year 2, it was anticipated that the 12-month extension period, authorized by R.20876, would have provided sufficient time for Tico to complete the remaining deliverables and invoice for the \$15,700 contract balance. Tico's completion of the deliverables were delayed due to the loss of several of its staff assigned to the COMBAT project.

Contact Information

Department:	COMBAT	Submitted Date:	2/6/2023
Name:	Keron E. Hopkins	Email:	KHopkins@jacksongov.org
Title:	Budget Coordinator	Phone:	816-881-1415

Budget Information

Amount authorized by this legislation this fiscal year:	\$ 0
Amount previously authorized this fiscal year:	\$ 0
Total amount authorized after this legislative action:	\$
Is it transferring fund?	No
Single Source Funding:	

Request for Legislative Action

Fund:	Department:	Line Item Account:	Amount:
			!Unexpected End of Formula

Prior Legislation

Prior Ordinances

Ordinance:	Ordinance date:

Prior Resolution

Resolution:	Resolution date:
20609	January 25, 2021
20876	February 14, 2022

Purchasing

Does this RLA include the purchase or lease of supplies, materials, equipment or services?	Yes
Chapter 10 Justification:	Formal Bid
Core 4 Tax Clearance Completed:	Not Applicable
Certificate of Foreign Corporation Received:	Not Applicable
Have all required attachments been included in this RLA?	Yes

Compliance

Certificate of Compliance

In Compliance

Minority, Women and Veteran Owned Business Program

Goals Not Applicable for following reason: Goals were assigned but awarded contract is under \$50,000

MBE: .00%

WBE: .00%

VBE: .00%

Prevailing Wage

Not Applicable

Fiscal Information

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Request for Legislative Action

History

Submitted by COMBAT requestor: Keron E. Hopkins on 2/6/2023. Comments:

Approved by Department Approver Vince M. Ortega on 2/6/2023 2:35:22 PM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 2/6/2023 2:56:34 PM. Comments:

Returned for more information by Compliance Office Approver Katie M. Bartle on 2/7/2023 2:23:39 PM. Comments: Tico Productions Certificate of Compliance is expired. To renew, they can go to <https://jacomocompliance.com/login.php> and submit an application for renewal.

Submitted by Requestor Keron E. Hopkins on 2/9/2023 12:32:56 PM. Comments: Company confirmed that it is now in compliance.

Approved by Department Approver Vince M. Ortega on 2/9/2023 12:37:22 PM. Comments:

Approved by Purchasing Office Approver Barbara J. Casamento on 2/9/2023 1:36:53 PM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 2/9/2023 5:13:53 PM. Comments:

Approved by Budget Office Approver David B. Moyer on 2/10/2023 8:39:58 AM. Comments:

Approved by Executive Office Approver Sylvya Stevenson on 2/10/2023 10:16:22 AM. Comments:

Approved by Counselor's Office Approver Jamesia Manning on 2/16/2023 11:14:33 AM. Comments:

**FIRST ADDENDUM TO
CONSULTING SERVICES AGREEMENT**

THIS FIRST ADDENDUM TO AGREEMENT, made and entered into on this 9th day of March, 2022, by and between **JACKSON COUNTY, MISSOURI**, hereinafter called "the County" and **TICO PRODUCTIONS, LLC**, 1722 HOLLY ST., LEVEL 2, KANSAS CITY, MO 64108, hereinafter called "Consultant."

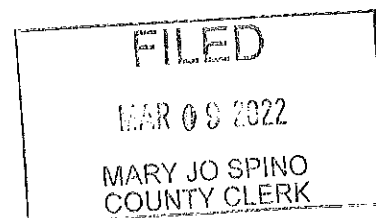
W I T N E S S E T H:

WHEREAS, The County and Consultant previously entered into a Consulting Services Agreement dated April 22, 2021 ("the Prior Agreement"), whereunder Consultant agreed to provide assistant to the County related to a comprehensive rebranding effort and related services.

WHEREAS, the parties now desire to extend the Agreement for an additional twelve-months at no additional cost.


NOW THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, County and Consultant respectively promise, covenant and agree with each other as follows:

1. Except as expressly provided herein, all provisions of the Consulting Services Agreement dated April 22, 2021, between Consultant and County shall remain in full force and effect.
2. This First Addendum to Agreement together with the Prior Agreement shall be extended to January 31, 2023.
3. The First Addendum shall be effective as of January 1, 2022, and shall remain in effect, together with the Prior Agreement until January 31, 2023.
4. This First Addendum to Agreement together with the Prior Agreement incorporates the entire understanding and agreement of the parties.



IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement on
the date first above written.

TICO PRODUCTIONS, LLC

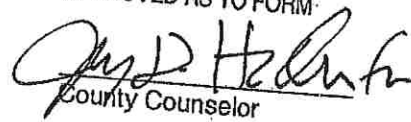

By Oscar Monterroso
Federal Tax ID: 45-4167437

JACKSON COUNTY, MISSOURI

By Jean Peters Baker
Jean Peters Baker
Prosecuting Attorney

ATTEST:


Mary Jo Spino
Clerk of the Legislature

APPROVED AS TO FORM

County Counselor

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this 22nd day of Apr. 1, 2021, by and between **JACKSON COUNTY, MISSOURI**, hereinafter called the "County" and **TICO PRODUCTIONS, LLC**, 1722 Holly St., Level 2, Kansas City, MO 64108, hereinafter called "Consultant".

WITNESSETH:

WHEREAS, County requires the services of a consultant to assist County with a comprehensive rebranding effort and related services; and

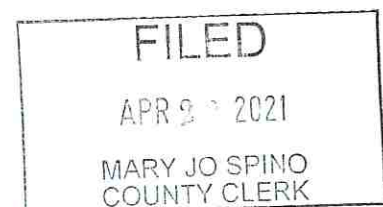
WHEREAS, Consultant represents that its firm is equipped, competent, and able to undertake such an assignment; and,

WHEREAS, Consultant has agreed to provide consulting services and assistance to the County in accordance with the terms, conditions, and covenants as set forth in the County's RFP 49-20 and Consultant's response thereto; and,

WHEREAS, Consultant and County have agreed to be bound by the provisions hereof;

NOW, THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, County and Consultant respectively promise, covenant, and agree with each other as follows:

1. Consultant shall provide services regarding rebranding and other related services for the County's COMBAT staff, as is more fully described in the Statement of Work attached hereto as Exhibit A and incorporated herein by reference. Consultant shall provide these and any other related services only as directed by the County's COMBAT Director.



2. Consultant shall work as an independent contractor and not as an employee of County. Consultant shall be subject to the direction of County only as to the result to be accomplished and not as to the means and methods for accomplishing the result. Consultant shall report all earnings received hereunder as gross income, and be responsible for its own Federal, State and City withholding taxes and all other taxes, and operate its business independent of the business of County except as required by this Agreement.

3. County shall pay Consultant for services rendered under this Agreement an amount not to exceed \$33,000.00 at the rates specified in its pricing proposal, attached hereto as Exhibit B. Consultant shall invoice County monthly for tasks completed as described in Exhibit A, at the rates specified for each task in the fee schedule included in Exhibit B. County shall pay Consultant promptly upon receipt of Consultant's invoice.

4. Consultant shall be responsible for all of expenses incurred in the course of its performance of services under this Agreement, except as specifically set out in exhibits A and B.

5. This Agreement shall be effective as of February 1, 2021, and shall extend until January 31, 2022. Consultant or County may terminate this Agreement by giving seven days' written notice to the other party. Termination of this Agreement shall not constitute a waiver of the rights or obligations which County or Consultant may be entitled to receive or be obligated to perform under this Agreement. Should this Agreement terminate, all books, brochures, fliers, lists, and all other County materials must be delivered and returned by Consultant to County within three days of the demand of County. County and Consultant shall have the mutual option to renew this Agreement for an additional one-year term. This option must be executed in a writing signed by both parties.

6. Consultant promises, covenants, and agrees, in addition to all other provisions herein, that during the term of this Agreement, it shall not assign any portion or the whole of this Agreement without the prior written consent of County, except as specifically described in the Consultant's response to RFP 49-20.

7. Pursuant to §285.530.2, RSMo, Consultant assures that it does not knowingly employ, hire for employment, or continue to employ any unauthorized alien to perform work within the State of Missouri and/or Jackson County, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, Consultant shall sign an affidavit, attached hereto and incorporated herein as Exhibit C, affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

8. If any covenant or other provision of this Agreement is invalid or incapable of being enforced by reason of any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

9. This Agreement shall be governed by the laws of the State of Missouri.

10. This Agreement, together with the County's RFP No. 49-20 and Consultant's response thereto, incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement on the date first above written.

TICO PRODUCTIONS, LLC

JACKSON COUNTY, MISSOURI

By

Federal I.D. No.

By

Jean Peters Baker

Prosecuting Attorney

APPROVED TO FORM:

ATTEST:

Bryan O. Covinsky
County Counselor

Mary Jo Pino
Clerk of the County Legislature

REVENUE CERTIFICATE

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

ACCOUNT NUMBER: 008 4401 56799
ACCOUNT TITLE: Anti-Crime Sales Tax Fund
COMBAT Administration
Marketing
NOT TO EXCEED: \$33,000.00

Date

4-12-2021

Director of Finance and Purchasing

Scope of Services Response

Response 4.1: More than 30 years ago, Jackson County voters approved a tax to address substance abuse and its related crimes. Now in 2020, the need for public safety continues to be present, but in new ways, and to different generations. The team at Tico Productions is familiar with the work of COMBAT and its influence. We are equipped to collaborate through data-driven understanding and 30+ years of experience, to truly grasp what Jackson County COMBAT is perceived as in the present, and where the organization's image could evolve to for the future.

Response 4.2: Tico Productions LLC creates using the latest Adobe Creative Suite software. We are capable of producing high-quality industry standard logo marks and graphic design that is visually stunning and programmatically flexible. Always keeping the intended audience in mind, our team builds brands that can expand, co-brand, sub-brand, and build on itself.

Response 4.3: When citizens of Jackson County think about Jackson County COMBAT, understanding what is top of mind is key to the process of rebranding. After performing in-depth market research on comparable programming and internal county communications and working alongside the COMBAT Team, Tico Productions will coordinate and conduct in-person or virtual focus groups with key stakeholders (such as Jackson County citizens, Commissioners, Legislators Community Partners, etc) to identify the brand's different audiences, and their individual needs. The relationships during initial focus groups will be retained during the design process, so follow up surveys requesting community feedback are integrated throughout the entire rebrand.

Response 4.4: Social Media and it's metrics will be a Key Performance Indicator of this campaign. Tico currently manages over 15 active accounts for our clients, and through video production, strategy, and engagement, have seen growth in online audiences for particular clients by up to 600% in as little as six months. We are prepared to build a culturally competent communications strategy that is consistent with the new brand to generate excitement and engagement that ultimately leads to growth in online visitors to COMBAT pages.

Response 4.5: Diversity means a multitude of things, and the directives of this campaign would not only capture the demographic and regional diversity of Jackson County in the community focus groups, but also expand the brand impact through a robust marketing and communications strategy that caters to specific groups and understands how their individual needs differ by physical location. Our marketing strategy would also take into consideration race and ethnicity, and be very intentional in creating culturally competent ways to reach diverse and multilingual audiences using data and community understanding.

Response 4.6 - 4.8: Tico Productions & our contractor, AJW Consulting, have worked extensively with municipalities, government bodies, elected officials, nonprofits, and businesses to develop customized plans of action. Working on this rebrand, we propose a two month development period, and a three month campaign launch. Our team would work alongside the COMBAT team to create a sustainable, strategic plan, with goals, timelines, and implementations for action. We are also

prepared to leverage our networks to ensure a strong campaign rooted in the community. An abbreviated base proposal is included below.

Response 4.9: Tico Productions has a full-service audio/visual studio equipped with 4K cameras, professional lighting, audio booth, live broadcasting software, and more. Our team is highly flexible, mobile, and eager to collaborate. A full list of our technical capabilities is available upon request. Our studios are at limited capacity during COVID-19, and our team members wear masks during filming, our equipment is sanitized between each production, and we utilize a boom microphone in lieu of a lavalier for limited exposure. For a full sampling of past video products, please visit: <https://vimeo.com/ticoproductionsllc>

Response 4.10: Our agency employs Google Analytics for tracking data for our clients, as well as SocialPilot to manage social media. Media-buying isn't currently included in this scope of work, but our team is experienced and able to assist or advise on purchased advertising at any point during the campaign.

Base Proposal

TIMELINE	DESCRIPTION	DELIVERABLE
November-December	<ul style="list-style-type: none"> Conduct initial market research Send Rebrand Survey to stakeholders Host Focus Groups 1 & 2 Develop Draft 1 logo concepts 	<ul style="list-style-type: none"> Brand analysis report including key findings from Focus Groups Logo concepts presentation
January	<ul style="list-style-type: none"> Host Feedback Focus Group 3 Develop Draft 2 logo revisions Draft 9-month social media strategy Implement tracking mechanisms 	<ul style="list-style-type: none"> Logo revisions presentation Progress report including focus-group feedback Draft 1 Social Media Strategy and video storyboards
February-March	<ul style="list-style-type: none"> Send final feedback survey to stakeholders Finalize logo Video Production 	<ul style="list-style-type: none"> Final logo style guide and trademark assets Progress report Digital Videos
April-May	<ul style="list-style-type: none"> Implement Social Media Plan 	<ul style="list-style-type: none"> 2-3 posts per week plus audience engagement and metric tracking Final metric report

tice-sports.com



ticeproductions.com

Cost Estimates

Description	Hourly Price	Estimated Hours	Annual Investment
Creative: Graphic Design			
Visual Branding of Jackson County COMBAT, style guide, and editable graphic & logo templates	\$100	40	\$4,000
Print or digital design that can include infographics, social media graphics, media kits, posters, flyers, print material, online web design, landing pages, advertisements, etc	\$100	50	\$5,000
Creative: Photography			
Professional photography on-site or in-studio	\$125	5	\$625
Creative: Video Production (3-5 Final Products)			
5 pre-production hours per video	\$125	25	\$3,125
10 post-production hours per video	\$150	45	\$6,750
Branded Intros and Outro Animations	\$100	1	\$100
5 Music Licenses			\$150
Professional Voice Over Artist			\$200
Estimated Investment for Creative: \$19,050			



Description	Hourly Price	Estimated Hours	Annual Investment
Administrative: Focus Groups & Messaging			
Market research with select audiences (Community members, stakeholders, Jackson County Commissioners, employees, etc) and quarterly analytic reports	\$100	35	\$3,500
Key Messaging, copywriting, scripting, storyboarding, and brand voice	\$100	45	\$4,500
Administrative: Digital Marketing & Data Tracking			
Digital coordination of tracking mechanisms, earned media opportunities, organic audience reach, monthly metric reports measuring key performance indicators of rebrand launch	\$100	15	\$1,500
Administrative: Bi-lingual Social Media Management			
3-month Social Media launch plan including themes, designated hashtags, and implementation	\$100	10	\$1,000
Two (2) posts a week for 3-months across platforms, audience engagement, and analytic reports (10 hours/month)	\$100	30	\$3,000
Estimated Investment for Administrative: \$13,500			

Total Estimated Cost \$33,000



Cost for Services

Service	Rate or Fee	Service Description
Pre-Production	\$125/hr	Includes initial research, creative consultation, brand analysis, focus-groups, storyboarding, script writing, location scouting, scheduling, talent scouting, talent casting, art direction & mood boards.
Production	\$125/hr	Includes on-site interviews and BRoll, capable of filming in 4K, 2K and HD, in-studio interviews with backgrounds, on-screen talent coaching, aerial drone videography, lighting, & staging.
Post-Production	\$150/hr	Includes on-line non-linear editing, custom motion graphics, moving animation, special effects & export for various formats (social media, BluRay, DVD, 1080, TV).
Sound Design	\$75/hr	Includes professional voice-over recording, audio editing, language subtitling, music research, & voice-over talent coaching.
Graphic Design	\$100/hr	Includes branding, visual identity, custom vector artwork, icons, promotional item design, environmental signage design (billboards, ads, etc), infographic, print, editorial, or digital design.
Photography	\$125/hr	Includes on-site or in-studio professional photography, lighting sets, coaching, editing and digital copies.
Music Licensing	\$50/track	One Standard Music license
Voice Over Recording	\$200 per script	Includes professional voice-over artist talent fee per script recording. Additional changes after finalized script recording may result in additional cost.
Administrative	\$100/hr	Includes media buying, community engagement, community liaison coordination, scheduling, message development, focus groups, data reporting, client correspondence, event planning, on-site activations, social media & online platform management, training, etc.

EXHIBIT C**WORK AUTHORIZATION AFFIDAVIT**

As a condition for any service provided to the County, a business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit.

Every such business entity shall complete the following affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. The completed affidavit must be returned as a part of the contract documentation.

This affidavit affirms that **TICO PRODUCTIONS, LLC.**, is enrolled in, and is currently participating in, E-verify or any other equivalent electronic verification of work authorization operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA); and, **TICO PRODUCTIONS, LLC.**, does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

C. Rojas
Authorized Representative's Signature
President
Title

Cecilia Rojas
Printed Name
4/19/2021
Date

Subscribed and sworn before me this 19th day of April, 2021. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on 02/04/2022.

Gloria Cervantes Zarate 04/19/2021
Signature of Notary Date
Gloria Cervantes Zarate
Notary Public - Notary Seal
State of Missouri
Jackson County
My Commission Expires February 4, 2022
Commission # 18629137