

AGREEMENT

THIS AGREEMENT, made and entered into on this 2 day of July, 2014, by and between JACKSON COUNTY, MISSOURI, hereinafter called "the County" and CARTER-RICE COMMUNICATIONS, P.O. BOX 25251, KANSAS CITY, MO 64119, hereinafter called "Carter-Rice."

WITNESSETH:

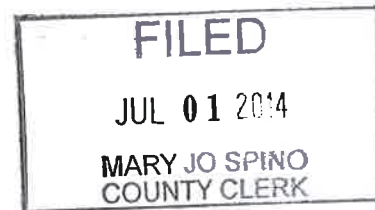
WHEREAS, Carter-Rice has agreed to provide a digital format video documenting and celebrating the 40-year history of the Jackson County Legislature, in accordance with the terms, conditions, and covenants as set forth in this Agreement; and,

WHEREAS, Carter-Rice and the 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 Carter-Rice respectively promise, covenant, and agree with each other as follows:

1. Carter-Rice shall work with Jackson County staff to create a commemorative digital format video depicting key events, personalities Jackson County buildings, parks, roads, and other facilities related to the history of the County Legislature, as is more fully set out in the Scope of Work, attached hereto and incorporated herein as Exhibit A.

2. Carter-Rice shall work as an independent contractor and not as an employee of the County. Carter-Rice shall be subject to the direction of the County



only as to the result to be accomplished and not as to the means and methods for accomplishing the result. Carter-Rice 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 the County except as required by this Agreement.

3. Compensation for the services and reasonable and necessary expenses rendered under this Agreement shall not exceed \$3,000.00. The County agrees to pay Carter-Rice \$1,000.00 upon execution of this Agreement. The remaining balance of \$2,000.00 shall be payable in a lump sum upon completion of the video.

4. This Agreement shall commence on June 16, 2014, and continue through December 1, 2014, unless sooner terminated.

5. Carter-Rice 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.

6. 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.

7. Carter-Rice shall indemnify and hold harmless the County, its officers, agents, and employees from liability of any nature or kind, including costs and expenses, for or on account of any or all suits or damages of any character whatsoever resulting in whole or in part from the negligent performance or omission of an employee,

agent, or representative of the Carter-Rice.

8. This 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.

CARTER-RICE COMMUNICATIONS


JACKSON COUNTY, MISSOURI

By   
Federal Tax ID: 32-0387032

By   
Michael D. Sanders  
County Executive

APPROVED AS TO FORM:

ATTEST:

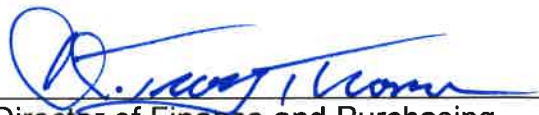
  
W. Stephen Nixon  
County Counselor

  
Mary Jo Spino  
Clerk of the Legislature

**REVENUE CERTIFICATE**

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$3,000.00 which is hereby authorized.

  
Date

  
Director of Finance and Purchasing  
Account No. 001-0112-56080  
1122014001



**CARTER-RICE**  
COMMUNICATIONS

**Professional Services Proposal for Jackson County, Missouri  
Jackson County Legislature Video**

**Submitted June 3, 2014**

**Project Description:**

Carter-Rice Communications proposes to create a video in digital format documenting and celebrating the 40-year history of the Jackson County Legislature. Elements of the approximately 20-minute video include:

- Voice-over narration incorporating quotes from key Jackson County officials and civic leaders.
- Archival and original photography depicting key events, personalities, Jackson County buildings, parks, roads and other facilities
- Public domain musical soundtrack
- Appropriate titles, credits and graphics

**Time Schedule:**

All work will be completed June through November 2014.

**Scope of Work:**

- Work with Jackson County staff in conducting all necessary research of county archives, including photographs
- Interview key officials and civic leaders
- Perform original photography and archival copying where needed
- Write and edit script
- Edit narration and musical soundtrack
- Produce DVDs of video in quantity to be determined by Jackson County
- Arrange and conduct presentation at celebration event at a date to be determined by Jackson County

**Compensation:**

Total compensation for this project will be \$3,000, including out-of-pocket expenses. Carter-Rice Communications will invoice Jackson County month for reimbursement for professional services and out-of-pocket expenses.