

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** authorizing the County Executive to execute a Memorandum of Understanding with the City of Kansas City, Missouri, the Board of Police Commissioners of Kansas City, Missouri, KCPT Channel 19 Public Television Station, and English Landing Films, LLC, for the creation of a documentary film relating to the Kansas City No Violence Alliance (NoVA), at no cost to the County.

**RESOLUTION NO. 18798**, April 20, 2015

**INTRODUCED BY** Alfred Jordan, County Legislator

WHEREAS, the Kansas City No Violence Alliance is a collaborative initiative between the County, the City of Kansas City, Missouri, and the Kansas City Police Department to reduce homicide and violent crime in the urban core; and,

WHEREAS, English Landing Films, LLC produced a documentary short segment focusing on the Kansas City NoVA Project and presented the segment to KCPT, the local public television station serving Kansas City; and,

WHEREAS, KCPT and English Landing Films desire to work collaboratively to produce a full-length documentary related to the Kansas City NoVA project; and,

WHEREAS, the Kansas City NoVA partners recommend the execution of the attached Memorandum of Understanding setting out the rights and obligations of each party related to the documentary production; and,

WHEREAS, this documentary will be produced at no cost to the County; and,

WHEREAS, such an agreement is in the best interest, health, safety and welfare of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive is hereby authorized to execute the attached Memorandum of Understanding with the City of Kansas City, Missouri, the Board of Police Commissioners of Kansas City, Missouri, KCPT Channel 19, and English Landing Films, LLC, at no cost to the County.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chief Deputy County Counselor

  
\_\_\_\_\_  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 18798 of April 20, 2015, was duly passed on April 27, 2015 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 9

Nays 0

Abstaining 0

Absent 0

4.27.15  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature

**MEMORANDUM OF UNDERSTANDING**

The Board of Police Commissioners of Kansas City, Missouri (Board), as governing body of the Kansas City, Missouri Police Department (KCPD), Jackson County, Missouri (Jackson County), the City of Kansas City, Missouri (City), Public Television 19, Inc. also known as Kansas City Public Television (KCPT), a broadcasting corporation with its principle place of business in Kansas City, Missouri and English Landing Films, LLC (Producer) hereby enter into this Memorandum of Understanding (MOU) on this \_\_\_\_\_ day of \_\_\_\_\_, 2015 for the purposes set forth below.

**WHEREAS**, Kansas City No Violence Alliance (NoVA) is a collaborative effort between Jackson County, City, Board, and social service communities to reduce homicide and violent crime in the urban core, and

**WHEREAS**, each agency has designated members that are aware of and can speak to the purpose, strategy, challenges and hopes in implementing Kansas City NoVA for the greater Kansas City area, and

**WHEREAS**, Producer is a limited liability corporation employing Michael Price, who is an experienced maker of documentary-type films focusing on matters of concern to the public, such as the decline in violent crime, and

**WHEREAS**, Producer previously created a 'taster tape' of a few minutes' duration focusing on Kansas City NoVA, including each of the various agencies involved in the Kansas City NoVA project (the Project), and the current and future issues related to carrying out the Project's goals as set forth in the preceding paragraphs. Producer presented the taster tape to KCPT. The parties now desire to work together in common purpose, with Producer creating a full-length documentary (Production) regarding Kansas City NoVA. This MOU applies only to the Production and not any other film, audio, video, writing, documentary, or other media of any type, and

**WHEREAS**, the Parties believe it beneficial to the City, Board, and Jackson County, KCPT, Producer, and most importantly, the general public, to create and make available to the public the Production, so the public is educated and knowledgeable about the nature and extent of violent crime within the city and the role of Kansas City NoVA in seeking to reduce crime within the city, and

**In furtherance of the foregoing, the Parties to this MOU agree as follows:**

1. The Board, City, and Jackson County hereby grant Producer the right to enter upon, exit from and use their premises (Location), on mutually agreed upon dates and at mutually agreed upon times, with all necessary equipment and personnel, for the purposes of creating the Production. The Location includes all real property owned by the Board, City and Jackson County. The Location includes all vehicles owned or operated by the Board, City, and Jackson County.

2. The Board, City, and Jackson County hereby grant Producer the right to film and utilize each of their signs, logos, designs, and service marks for the purposes of creating the Production.
3. Producer agrees to be escorted by a KCPD member at all times while on the Board, City, or Jackson County Location for purposes of creating the Production.
4. Producer's right to enter upon, exit from and use the Board, City, or Jackson County Location includes Producer's right to video tape, audio tape, take photographs and written notes, and speak with members designated by each agency about their work on the Kansas City NoVA Project.
5. Producer understands and agrees that some Board, City, or Jackson County members and non-agency members may refuse to be filmed, taped, photographed or interviewed for purposes of creating the Production and the Board, City, and Jackson County have no obligation or authority to compel anyone to do so.
6. Producer shall not enter or film in any private residence or in the private area of any business. This MOU does not authorize Producer to enter upon private property not owned or operated by the Board, City, or Jackson County. Nor does this MOU authorize Producer to enter upon public property not owned or operated by the Board, City, or Jackson County, for example, clinics, mental health facilities, hospitals, or other government offices or facilities.
7. Should Producer enter upon property described in the preceding paragraph, Producer understands and agrees that Producer does so at Producer's own risk. Producer expressly holds the Board, City, and Jackson County and any of their agency's respective members, current or former members, employees, agents or officials harmless from any claim or suit for damages, attorney fees, expenses or costs arising from such conduct by Producer.
8. Producer shall be entitled to represent the Location in the Production, including the Location's address and its proper title, or, at the option of the Producer, to not identify the Location's address or title. Notwithstanding this provision, if a Board, City, or Jackson County member informs Producer that a Location's address or title is sensitive or representation of the same presents a safety or security concern, then Producer will not represent the Location's address or title in the Production.
9. Producer shall be allowed to remove, alter and rearrange any furniture, fixtures and equipment situated at the Location as Producer may reasonably require for filming purposes, provided that all such items are returned to their original place and condition promptly following Producer's use of the Location.
10. The Board, City, and Jackson County hereby grant Producer the right to exhibit, broadcast, perform, transmit, reproduce and exploit the Production in perpetuity in all media worldwide, whether known or hereafter devised, including without limitation:

theatrical motion pictures; broadcast, cable, pay, satellite and other forms of television; video cassettes, cartridges, CD, CD-I, CD-ROM, discs and other similar and dissimilar devices, whether now or hereafter devised; and in advertising, publicity, promotion and marketing for the Production, throughout the universe or, at Producer's sole option, Producer may refrain from exercising all or any of the rights and licenses herein granted, at any time or from time to time, all without liability of any kind to the Board, City, or Jackson County.

## **11. Indemnification.**

- (a) Producer hereby agrees to indemnify and hold harmless the Board, City, and Jackson County, and all of their respective members, current and former members, employees, agents and officials from and against all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorney's fees, arising out of or resulting from all negligence, intentional acts or intentional omissions or gross negligence in connection with this MOU caused in whole or in part by Producer or Producer's Agents.
- (b) Producer agrees to repair or reimburse the Board, City, and Jackson County promptly for the cost of repairing damage to the Location caused by the Producer or any party acting under the authority of the Producer, reasonable wear and tear from uses permitted herein excepted. In connection therewith, the Board, City, and Jackson County agree to submit a detailed list in writing of all claimed property damage for which Producer is responsible within seven (7) days of the wrap date at the respective Location and each agency agrees to permit representatives of Producer to inspect the Location and claimed property damage.

## **12. Insurance.**

- (a) Producer shall procure and maintain in effect throughout the term of this Contract insurance policies with coverage not less than the types and amounts specified in this Section. Producer must have:
  - 1. Commercial General Liability Insurance Policy: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
    - a. Severability of Interests Coverage applying to Additional Insureds
    - b. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000.
    - c. No Contractual Liability Limitation Endorsement

d. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent.

2. If applicable, Workers' Compensation Insurance, as required by *statute*, including Employers Liability with limits of:

Workers' Compensation Statutory Employers Liability  
\$100,000 accident with limits of:

\$500,000 disease-policy limit

\$100,000 disease-each employee

- (b) All insurance policies required in this Section shall provide that the policy will not be canceled until after the Insurer provides the Parties ten (10) days written notice of cancellation in the event that the cancellation is for Producer's nonpayment of premiums and thirty (30) days written notice of cancellation to the Parties for all other reasons of cancellation.
- (c) The Commercial General and Automobile Liability Insurance Policies specified above shall provide that the Board, the County, the City and its agencies, agents, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this MOU. Producer shall provide a certificate of insurance showing all required endorsements and additional insureds at execution of this Contract.
- (d) All insurance policies must be provided by Insurance Companies that have an A.M. Best's rating of A-, V or better, and are licensed or approved by the State of Missouri to provide insurance in Missouri.
- (e) Regardless of any approval by the Parties, Producer shall maintain the required insurance coverage in force at all times during the term of this Contract. Producer's failure to maintain the required insurance coverage will not relieve Producer of its contractual obligation to indemnify the Parties pursuant to this Section of this Contract. In the event Producer fails to maintain the required insurance coverage in effect, the Parties may declare CONTRACTOR in default.
- (f) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the Parties' rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

13. If a court orders the Board, City, or Jackson County to pay for Producer's or any other person or entity's damages, fees or costs, despite Producer's agreement to indemnify and hold harmless the Board, City, and/or Jackson County, all of their respective members, current and former members, employees, agents and officials, the Producer shall reimburse the Board, City, and Jackson County for all damages, liability, losses, costs and expenses, court costs and reasonable attorney's fees incurred by Board, City, and Jackson County.
14. All photographs, film, videotapes and recordings made by the Producer during the creation of the Production, and all worldwide copyrights therein, shall be the sole and exclusive property of the Producer, free of all claims by the Board, KCPD, City, and Jackson County or any other party. Producer may not assign the ownership rights of the Production or any rights conferred upon Producer in this MOU without the prior written approval of the Board, City, and Jackson County and such approval not to be unreasonably withheld.
15. In the event of any breach by Producer hereunder, the Board, City, and Jackson County hereby agrees that the Board, City, and/or Jackson County shall be limited to terminating this MOU, enjoining the work to create the Production, and/or bringing an action at law for damages. In no event shall the Board, City, and Jackson County usurp Producer's ownership rights set forth in the preceding paragraph.
16. The Parties agree that neither the Board, City, Jackson County nor their respective members or employees has paid any amount or agreed to provide any benefit to Producer to induce Producer to act or not act in creating the Production.
17. The Parties agree Producer shall not interfere with the Board, City, and Jackson County members and employees in any way in the course of their duties. Producer shall follow the directives of each agencies respective members or employees to the extent those directives are reasonably related to the maintaining of confidential, closed or sensitive information, or are reasonably related to the health, safety, or security of any person.
18. The Parties agree any footage or audio shot, but not used, in the final version of the Production shall remain Producer's property. Producer may not assign the ownership rights of the unused foot or audio or any rights conferred upon Producer to the same without the prior written approval of the Board, City, and Jackson County, such approval not to be unreasonably withheld.
19. The Parties agree Producer shall not film, tape, photograph or capture the true voice or likeness in any manner whatsoever of any person identified to them by a KCPD member as a confidential informant or KCPD member working undercover, including such person's true voice, vehicle, residence, image, address, or identity. Any such informant or undercover information shall be blurred, altered or in some way changed so as to protect the informant's or undercover member's confidentiality.



20. The Parties agree Producer's personnel shall not be considered employees, agents or members of the Board, KCPD, City, or Jackson County. The Board, KCPD, City, and Jackson County administered benefits normally afforded their respective members or employees shall not be made available to Producer's personnel. Any injury or damage suffered by Producer or Producer's personnel is the sole responsibility of Producer and Producer and Producer's personnel shall hold the Board, KCPD, City, and Jackson County, and any of their respective members, all current or former members, employees, agents or officials, harmless from the same.
21. Producer shall obtain any and all legally required videotaping consents, filming consents, recording consents, and photograph consents from all persons or owners of property filmed, recorded, and photographed by Producer (not covered by this MOU).
22. This MOU sets forth the entire understanding of the Parties and may not be changed except by a written agreement signed by all Parties hereto.
23. Disputes regarding the terms of this Agreement shall be amicably resolved by the Parties. If a dispute regarding the terms of this Agreement cannot be amicably resolved and a court determination becomes necessary, then jurisdiction lies in the Circuit Court of Jackson County, Missouri at Kansas City. The laws of the State of Missouri shall govern, without respect to Missouri's choice of law provisions. Should a court strike one or more paragraphs of this Agreement the remainder shall remain in full force and effect.
24. The Parties agree this MOU creates no third party beneficiary rights in any person or entity not a signatory hereto, nor should this MOU be read or construed to do so.
25. The Parties may terminate this MOU for any reason by giving the other two (2) calendar days' written notice.
26. **Records.**
  - (a) For purposes of this Section:
    1. "City" shall mean the City Auditor, the City's Internal Auditor, the CITY's Director of Human Relations, the City Manager, the City department administering this Contract and their delegates and agents.
    2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.
  - (b) Producer shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this MOU and all

amendments to the MOU. Board, Jackson County, and City shall have a right to examine or audit all Records, and Producer shall provide access to Board, Jackson County, and City of all Records upon ten (10) days written notice from the Board, Jackson County, or City.

**Sec. 25.MOU Execution.** This MOU may be executed in one or more counterparts, each of which will be deemed an original copy of this MOU and all of which, when taken together, will be deemed to constitute one and the same MOU. This MOU shall be effective upon the execution of counterparts by all parties, notwithstanding that all parties may not sign the same counterpart. The parties' signatures transmitted by facsimile or by other electronic means shall be proof of the execution of this MOU and shall be acceptable in a court of law.

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Michael Price, Producer  
English Landing Films, LLC

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Public Television 19, Inc.

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**JACKSON COUNTY, MISSOURI**

By: \_\_\_\_\_  
Michael D. Sanders  
County Executive

Attest: \_\_\_\_\_  
Mary Jo Spino  
Clerk of the Legislature

Approved as to Form

\_\_\_\_\_  
Jackson County Counselor

**CITY OF KANSAS CITY, MISSOURI**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form

\_\_\_\_\_  
Assistant City Attorney

**BOARD OF POLICE COMMISSIONERS**

By: \_\_\_\_\_  
Darryl Forté, Chief of Police  
Kansas City, Missouri Police Department

Approved as to Form

\_\_\_\_\_  
Associate General Counsel, KCPD

[End of MOU: Page 9 of Page 9]