

**COOPERATIVE AGREEMENT**  
NoVA Project Anti-Violence Initiative

THIS AGREEMENT entered into this 6<sup>th</sup> day of March, 2013, by and between **JACKSON COUNTY, MISSOURI**, hereinafter referred to as "the County," and **ROLLEN STUDIOS, LLC**, P.O. Box 481281, Kansas City, MO 64148, hereinafter referred to as "Studio."

WHEREAS, the Jackson County Prosecuting Attorney's Office has developed the No Violence Alliance Project (NoVA), a collaborative initiative between key law enforcement leaders in Kansas City to reduce violent crime in Kansas City's urban core through a mix of law enforcement and social service components; and,

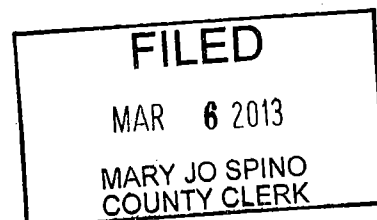
WHEREAS, Studio has agreed to produce an anti-violence film to be used at call-ins operated by the NoVA Unit of the Kansas City Police Department, in accordance with the terms and conditions set forth in this Agreement as authorized by Resolution 18112, dated March 4, 2013; and,

WHEREAS, Studio 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, the County and Studio respectively agree as follows:

1. **Services.** Studio shall work with the Prosecuting Attorney's Office to produce a broadcast quality videography, as is more fully described in the attached Exhibit A and incorporated herein by reference.

2. **Independent Contractor.** Studio shall work as an independent contractor



and not as an employee of the County. Based upon its expertise and knowledge, Studio shall be subject to the direction of the County only as to the type of services to be rendered and not as to the means and methods for accomplishing the result. Studio shall report all earnings received hereunder as gross income and be responsible for its own Federal, State and Local withholding taxes and all other taxes, and operate its business independent of the business of the County, except as required by this Agreement, and may continue to conduct consulting work for other clients without prior consent of the County subject to the restriction on the receipt of County funds from more than one source.

3. **Payment.** For services rendered under this Agreement, the County shall pay Studio a fee of \$5,100.00, payable in two equal payments of \$2,550.00. The first payment shall be made upon execution of this Agreement. The final payment shall be due upon the delivery of the final video master, at a date to be determined.

4. **Expenses.** Studio shall bear all of its expenses of the work produced under this Agreement.

5. **Duration and Termination.** This Agreement shall commence as of March 4, 2013, and shall continue through December 31, 2013.

6. **Assignment.** Studio agrees, in addition to all other provisions herein, that it will not assign any portion or the whole of this Agreement without the prior written consent of the County.

7. **Confidentiality.** Studio shall not communicate, divulge or utilize any confidential information concerning its activities, staff, volunteers, or other stakeholders,

either during or after the term of the Agreement, other than in the course of performance of services pertaining to this Agreement.

8. **Remedies for Breach.** Studio agrees to faithfully observe and perform all of the terms and conditions of this Agreement, and failure to do so shall represent and constitute a breach of this Agreement. In such event, Studio consents and agrees as follows:

- (1) The County may terminate this Agreement by giving thirty (30) days' notice to Studio; and,
- (2) The County shall be entitled to seek any available legal remedy and to collect from Studio all costs incurred by the County as a result of said breach including reasonable attorney's fees, costs and expenses.

9. **Severability.** If any covenant and other provision of this Agreement is found to be 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 otherwise expressly stated herein.

10. **Conflict of Interest.** Studio warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever have an interest in or receive any benefit from the profits emoluments of this Agreement.

11. **Employment of Unauthorized Aliens Prohibited.** Pursuant to §285.530.1, RSMo, Studio assures that it does not knowingly employ, hire for employment, or continue to employ an 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, Studio shall sign an affidavit, attached hereto and incorporated herein as Exhibit B, affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

12. **Liability and Indemnification.** No party to this Agreement shall assume any liability for the acts of any other party to this Agreement, its officers, employees or agents and Studio shall indemnify, defend and hold the County harmless from any and all claims, liabilities, damages, costs (including reasonable attorney's fees directly related thereto) including but not limited to violation of civil rights and/or bodily injury to or death of any person and for damage to or destruction of property if and to the extent caused by the negligence, willful misconduct or omissions of Studio, its officers, employees or agents during the performance of this Agreement.

13. **Incorporation.** This Agreement incorporates the entire understanding and agreement of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

APPROVED AS TO FORM

*W. Stephen Nixon*

W. Stephen Nixon  
County Counselor

JACKSON COUNTY, MISSOURI

*M.D. Sanders*

Michael D. Sanders,  
County Executive

ATTEST:

*Mary Jo Spino*

Mary Jo Spino  
Clerk of the Legislature

ROLLEN STUDIOS, LLC

By *Mike B. Roll*

Federal Tax ID No. 20-172614

**REVENUE CERTIFICATE**

I hereby certify that there is a balance, otherwise unencumbered to the credit of the appropriation to which this Agreement 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 \$5,100.00 which is hereby authorized.

*March 6, 2013*

Date

*[Signature]*

Director of Finance and Purchasing  
Account No. 008-4401-56080

44012013001



**Rollen Studios, LLC**  
**P.O. Box 481281**  
**Kansas City, MO 64148**

**Date: 02/19/2013**  
**BID#KCNOVA-2013**

**JOB #1:**

**Services:**

1. (18) HRS \*HD VIDEOGRAPHY 3CCD BROADCAST QUALITY, 16X9 PICTURE ASPECT RATIO (shooting dates February 27, 28 & March 1, 2013)

2. (1) 5 MIN EDITED "CALL OUT" VIDEO PRODUCED FOR THE JACKSON COUNTY PROSECUTOR'S OFFICE

INCLUDED: OPENING AND LOWER 3<sup>RD</sup> TITLE 3D ANIMATIONS. ALSO INCLUDES STATISTICS ANIMATIONS, MUSIC LICENSING FEES, COLOR CORRECTION, NOISE REDUCTION AND UPLOAD TO FTP/SOCIAL MEDIA SITES & (10) DVD MASTERS

3. (8) 2 MIN EDITED HIGHLIGHT VIDEO VIGNETTES/ PRODUCED

INCLUDED: LOWER 3<sup>RD</sup> TITLE 3D ANIMATIONS. MUSIC LICENSING FEES, COLOR CORRECTION, NOISE REDUCTION AND UPLOAD TO FTP/SOCIAL MEDIA SITES.

FINAL VIDEO MASTER WILL BE DELIVERED ON DVD NO LATER THAN 5PM MARCH 29, 2013

\*HD has one or two million pixels per frame, roughly five times the resolution of SD (1280 x 720 = 921,600 for 720p, or 1920 x 1080 = 2,073,600 for 1080p)

**OTHER FEES AS NEEDED**

Actor(s) Fee NOT Included add \$100.00 per person \*I recommend at least (1) DON'T SHOOT CHILD

STUDIO RATE: \$300.00 SET-UP PLUS \$65.00 HR. IF WE USE THE KCPD STUDIO THIS WILL NOT APPLY.

NEWSREEL FOOTAGE NOT SUPPLIED BY KCPD \$100.00 PER CLIP

**Submitted to:**

**Name:** MIKE MANSUR

**Organization:** JACKSON COUNTY PROSECUTOR'S OFFICE

**City:** KANSAS CITY

**State:** MO

**Services:**

(9) Videos Total Runtime: 16:00:00

Videography Total: \$2,350.00

Video Editing Total: \$ 2,750.00

**TOTAL AMOUNT DUE: \$5,100.00**

**DEPOSIT is ½ of TOTAL AMOUNT DUE**

**REMAINING BALANCE IS DUE UPON DELIVERY**

**CHECK PAYABLE TO: Rollen Studios LLC**

**Rollen Studios, LLC**

**P.O. Box 481281**

**Kansas City, MO 64148**

**Contact: (816) 204-7798**

Exhibit B

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 **Rollen Studios, 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, **Rollen Studios, 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.)

Mike Bar  
Authorized Representative's Signature

Mike Rollen  
Printed Name

Owner  
Title

03/05/2013  
Date

Subscribed and sworn before me this 5<sup>th</sup> day of March, 2013. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on March 17, 2016.

Georgetta Counce  
Signature of Notary

March 5/2013  
Date

