

AGREEMENT

AN AGREEMENT by and between **JACKSON COUNTY, MISSOURI**, a Constitutional Home Rule County, hereinafter called "the County" and **ONE GOAL CONSULTANTS**, 5108 McCoy, Independence, Missouri 64055, hereinafter called "Consultants."

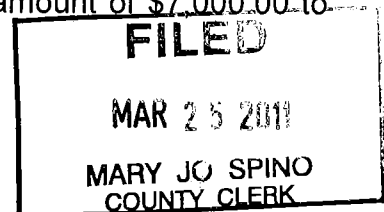
WHEREAS, the County and Consultants desire to enter into an agreement whereby County will provide \$8,000.00 in funding for the co-sponsorship of the "Cosby Goal" anti-drug workshop to be held April 1, 2011, in Kansas City, MO; and,

WHEREAS, the purpose of the conference is to engage approximately 800 students and parents from the Kansas City, MO, Hickman Mills, and Kansas City, KS School Districts and several area charter schools with presentations on school bullying, education, violence, conflict resolution, parenting, financial literacy, nutritional eating, and goal setting topics, as is more fully set out in the proposal attached hereto as Exhibit A, and incorporated herein by reference; and,

WHEREAS, the County deems it to be in the best interest of the citizenry to support this event;

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

1. **Services To Be Provided.** Consultants shall use said \$8,000.00 to fund event insurance and t-shirts for attendees for the "Cosby Goal" anti-drug workshop.
2. **Terms of Payment.** The County agrees to pay the amount of \$7,000.00 to



Consultants upon execution of the Agreement for the purpose of co-sponsoring the event, and upon receipt of Consultants' invoice and documentation satisfactorily evidencing the event's completion, the remaining amount of \$1,000.00 will be paid.

3. **Annual Report.** Consultants shall submit an annual report including invoices, cancelled checks and/or a copy of the face of the check and corresponding bank statements, invoices, and any other documents to establish that the funds paid by the County were used for the purpose set forth in this Agreement. Said report shall be submitted no later than January 31, 2012, to the Director of Finance and Purchasing, 415 East 12th Street, Kansas City, Missouri 64106. Failure to file said annual report shall disqualify Consultants from future funding by the County.

4. **Audit.** The County further reserves the right to examine and audit, during reasonable office hours, the books and records of Consultants pertaining to its finances and operations.

5. **Conflict of Interest.** Consultants warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this contract.

6. **Duration.** This Agreement shall be effective upon its execution, and terminate on December 31, 2011, or upon the County's receipt of the final invoice.

7. **Severability.** If any covenant or other provision of this Agreement is invalid, or incapable of being enforced, by reasons 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.

8. **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 Consultants 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 Consultants, its officers, employees or agents during the performance of this Agreement.

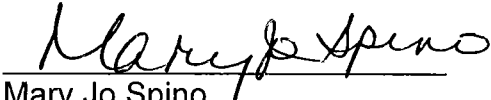
9. **Incorporation.** This Agreement incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this 25
day of March, 2011.


APPROVED AS TO FORM:


W/ Stephen Nixon
County Counselor


ATTEST:


Mary Jo Spino,
Clerk of the County Legislature

JACKSON COUNTY, MISSOURI

By 
Michael D. Sanders
County Executive


ONE GOAL CONSULTANTS

By: 
Title: President / CEO
Tax I.D. No. 489-70-5720

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 \$8,000.00 which is hereby authorized.

March 25, 2011
Date



Director of Finance and Purchasing
008-4401-6080
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