

CONSULTING AGREEMENT

THIS AGREEMENT, made and entered into on this 23 day of August, 2012, by and between **JACKSON COUNTY, MISSOURI**, hereinafter called the "County" and **O'NEILL MARKETING AND EVENT MANAGEMENT**, 4049 Central Street, Kansas City, MO, 64111-2207, hereinafter called "O'Neill".

WITNESSETH:

WHEREAS, the Jackson County Drug Commission recommends the development of a marketing strategy focusing on crime prevention and anti-violence measures within the community as part of its mission and goals; and,

WHEREAS, O'Neill has agreed to perform marketing services and assistance to the County in accordance with the terms, conditions, and covenants as set forth in this Agreement and Request for Proposals No. 59-12, and as authorized by the County Legislature through its Resolution 17949; and,

WHEREAS, O'Neill 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 O'Neill respectively promise, covenant, and agree with each other as follows:

1. O'Neill shall develop and assist in the implementation of a community crime prevention and anti-violence marketing strategy for the Community Backed Anti-Drug Sales Tax (COMBAT), as is more fully described in O'Neill's Project Narrative attached hereto as Exhibit A, and incorporated herein by reference. The times for

FILED
AUG 23 2012
MARY JO SPINO
COUNTY CLERK

completion of specific tasks outlined in Exhibit A shall be adjusted to reflect time elapsed from the actual execution date of the Agreement.

2. O'Neill shall work as an independent contractor and not as an employee of County. O'Neill 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. O'Neill 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 O'Neill for services rendered under this Agreement in a total amount not to exceed \$54,700.00. O'Neill shall invoice County monthly for tasks completed as described in Exhibit A, at the rates specified for each task in the fee schedule attached hereto as Exhibit B. County shall pay O'Neill promptly upon receipt of O'Neill's invoice.

4. O'Neill shall bear all the expenses of its work under this Agreement.

5. This Agreement shall be effective as of August 13, 2012, and shall extend until December 31, 2012. O'Neill 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 O'Neill 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 O'Neill to County within three days of the demand of County.

6. O'Neill 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.

7. 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.

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


9. This Agreement, together with the County's RFP 59-12, incorporates the entire understanding and agreement of the parties.

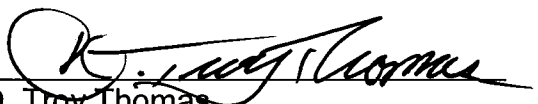
(Signature page to follow)

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


O'NEILL MARKETING AND EVENT
MANAGEMENT, INC.

JACKSON COUNTY, MISSOURI


By 
Federal I.D. No. 27-4291975

By 
Q. Troy Thomas
Director of Finance and Purchasing

APPROVED TO FORM:


W. Stephen Nixon
County Counselor


ATTEST:


Mary Jo Spino
Clerk of the County

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 \$54,700.00 which is hereby authorized.

Date August 22, 2012


Director of Finance and Purchasing
Account No. 008-4401-56210
44012012008

PROJECT NARRATIVE

Strategy: O'Neill's tightly-knit, experienced marketing strategy and production team specializes in quick analysis, cogent message development, cost-efficient production and effective implementation through grassroots channels and local mass media, both earned and paid. Experience on the front lines of dozens of many locally-focused marketing, political and community education efforts has taught us that, to be noticed and absorbed, a short-term campaign must not "shotgun" its core message, but rather stick to select and proven channels that provide the best return for dollars invested. O'Neill is transparent with campaign budgets, frugal in its expenditure of clients' dollars and accountable for every dollar spent.

Possible Mediums to Explore and Utilize for this Campaign

- Media Event(s)
- Radio and Television Talk shows
- Guest Commentary in Mainstream and Minority Print Publications
- Public Service & Purchased Mainstream and Minority Television and Radio
- Web site and Facebook - Social media TBD

Implementation Plan Timeline

Week June 4

- O'Neill team members (Pat O'Neill, Teresa White and Pam Levetzow) meet with county representatives to identify specific campaign intent and audiences, establish budget parameters and confirm expectations for deliverables.
- Start background research and begin to outline potential messages

Week of June 11

- Identify target mediums.
- Create a specific budget proposal
- Draft integrations strategy and suggest campaign components
- Originate creative and message delivery options
- Lock down key media channels

Week of June 18

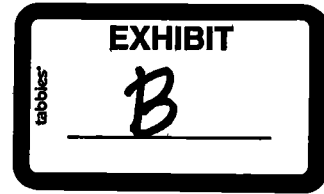
- Present implementation plan – communications strategy, action steps, timeline and cost estimates
- Meet with County representative(s) to review message and materials development
- Make contact with potential campaign partners (e.g. county supported organizations, key community and neighborhood groups)
- Produce media materials

Week of June 25

- Identify and prepare spokespersons / “media go-tos”
- Draft customized commentaries, letters, op eds and link to specific campaign leaders and/or supporters
- Facilitate a kick off media event if appropriate
- Complete production of fulfillment materials
- Finalize and fulfill release schedules

Weeks of July 2 and July 9

- Coordinate and oversee release of public messaging and media
- Draft report
- Suggest and implement tracking mechanisms
- Provide hard copy and electronic samples of fulfillment materials



RE: REQUEST FOR PROPOSAL NO. 59-12

Cost estimates for services to be performed, to include all expenses and a cost per hour for services

Hourly rates for professional time:

Pat O'Neill \$135 per hour

Staff \$70 per hour

NOTE: Staff time to be bundled at \$100 per hour and capped

SAMPLE BUDGET/OUTSIDE EXPENSES

Preparatory meetings, campaign planning and creative concepts 24 Hrs	\$2,400
Copywriting (collateral and ad materials, TV & radio scripts, correspondence 35 Hrs	\$3,500
Graphics design - Development of logo/ collateral for print and other applications 26 Hrs	\$1,800
Development and implementation of social media campaign 40 Hrs	\$4,000
Campaign implementation - professional staff time 130 Hrs	\$13,000
Outside services (printing, media buys, other TBD with detailed campaign plan)	\$30,000
<u>Sample total</u>	<u>\$54,700</u>