

CONSULTING AGREEMENT

THIS AGREEMENT, made and entered into on this 15<sup>th</sup> day of May, 2013, 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 it 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. 23-13, and as authorized by the County Legislature through its Resolution 18153, dated April 22, 2013; 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

<b>FILED</b>
MAY 15 2013
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 \$54,695.00. 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. Any additional services will be billed at the hourly rate specified in Exhibit B.

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

5. This Agreement shall be effective as of April 29, 2013, and shall extend until April 28, 2014. 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. At the conclusion of the term referenced above, and at the agreement of both parties, this Agreement may be extended for two additional twelve-month terms.

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 23-13, incorporates the entire understanding and agreement of the parties.

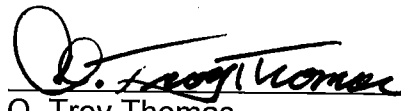
(Signature page to follow)

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.

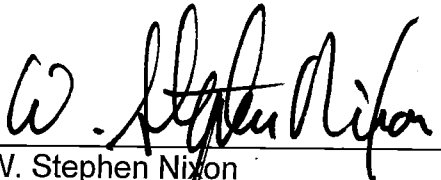
JACKSON COUNTY, MISSOURI


By   
Pat O'Neill  
Federal Tax No. 27-4291975

By   
Q. Troy Thomas  
Director of Finance and Purchasing

APPROVED TO FORM:

ATTEST:

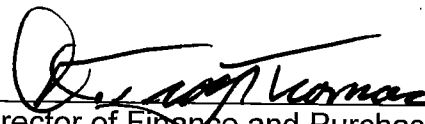
  
W. Stephen Nixon  
County Counselor

  
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 \$54,695.00 which is hereby authorized.

May 13, 2013  
Date

  
Director of Finance and Purchasing  
Account No. 008-4401-56210  
44012013002

## **FORM NO. 5: 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) and Community Gatherings/Speaking Opportunities
- Marketing Material Support: Featuring Yard Signs, Door Hangars, Billboards, Transit Ads & community distribution events
- Radio and Television Appearances
- Guest Commentary in Mainstream and Minority Print Publications
- Public Service & Purchased Mainstream and Minority Radio
- Social Media Messaging and Commentary

### **Implementation Plan Timeline**

#### **April 2013**

- O'Neill team to meet with county representatives to identify specific campaign intent and audiences, establish budget parameters and confirm expectations for deliverables.
- Begin implementation of next phase of plans that rolled over from 2012
- Launch Door Hangar & Yard Sign Distribution throughout the county, targeting KCMO, Independence, Grandview, Blue Springs, Raytown and Lee's Summit first
- Billboards are introduced to the community on a massive scale, focusing on the overall look and message of the campaign

#### **May 2013**

- Community interaction continues with distribution blitz of Door Hangars and Yard Signs.
- The timing works as the weather turns and kids begin to get out of school. Crime inevitably increases when the weather gets warmer.

- Guest column in KC Star "As I See It" and other local publications that talk about the billboards that have begun to be seen throughout the community and the further integration of the COMBAT campaign into the community

### June 2013

- Radio ads on KPRS, KPRT, KCUR, Magic 107.3 and the Reyes Radio Group target our message to core community members. The targeting is based on crime statistics provided through law enforcement officials and the messaging is intended to talk to the community that is fighting for their neighborhoods and working to stop violent crime in their county.
- Local print ads begin to run in the Independence Examiner, NE News, Lee's Summit Tribune, Dos Mundos, KC Hispanic News, Jackson County Advocate, The Globe and call to talk to the communities about COMBAT and its programs and available help to curb violent crime and drugs.
- Viral Media Targeting starts via Twitter, Facebook and YouTube

### July 2013

- Radio and Print continues (as budget provides)
- Viral Media Targeting Continues

### August 2013

- Production of new COMBAT brochures to provide to agencies, treatment centers and schools. Also can be used at community events, including the National Night Out Against Crime.
- A second round of Door Hangars are printed and begin to get distributed to the community. Possible visitation of updated messaging based on summer returns and campaign feedback.

### September 2013

- COMBAT Picnic for the Community
- KCATA Bus Advertising begins as the weather changes
- Door Hangar Distribution continues

TIMELINE IS SUBJECT TO COMBAT APPROVAL AND FEEDBACK FROM OFFICIALS

Signature: 

Typed Name and Title: Pat O'Neill

Telephone: 816 561 7555

Date: March 26 '13

**REQUEST FOR PROPOSAL NO. 23-13**

**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. Additional staff time dedicated to the project will be donated.***

**SAMPLE BUDGET/COST ESTIMATES**

Billboards (8-week buy, multiple locations across Jackson County)	\$15,000.00
Door Hangars (25,000 for community distribution)	\$4,875.00
Yard Signs & Distribution (printing and professional distribution)	\$1,500.00
Radio Advertising (KPRS & KPRT)	\$8,500.00
Radio Advertising (KCUR, Magic 107.3, Reyes Radio Group)	\$3,000.00
Print Advertising (The Globe, Call)	\$5,000.00
Print Advertising (Jackson Cty Adv., LS Trib, NE News, Indp Examiner)	\$1,950.00
Print Advertising (Dos Mundos, KC Hispanic)	\$1,370.00
Transit Placards	\$1,500.00
O'Neill Management (Estimated Labor – 120 Hours Total)	\$12,000.00
<b>TOTAL</b>	<b>\$54,695.00</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 **O'Neill Marketing and Event Management**, 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, **O'Neill Marketing and Event Management**, 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.)

Pat O'Neill  
Authorized Representative's Signature

Pat O'Neill  
Printed Name

Chief Creative Officer  
Title

May 6 2013  
Date

Subscribed and sworn before me this 6<sup>th</sup> day of May, 2013. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on 9-16-2016.

Jean T. Kiene  
Signature of Notary

5-6-2013  
Date

**JEAN T. KIENE**  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Jackson County  
My Commission Expires: 9/16/2016  
Commission # 12489080