

AGREEMENT

THIS AGREEMENT, made and entered into on this 7th day of September, 2011, by and between **JACKSON COUNTY, MISSOURI**, hereinafter called the "County" and **TONIC, INC.**, 1627 Main Street, Suite 301, Kansas City, MO 64108, hereinafter called "Agency".

WITNESSETH:

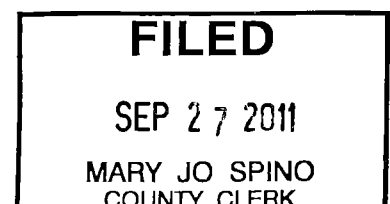
WHEREAS, the mission and goals of the COMBAT Review Committee and the Jackson County Drug Commission include an increase in public awareness of COMBAT within the community through advertising and marketing efforts; and,

WHEREAS, Agency has agreed to provide the creative design of an advertising and marketing campaign for use by COMBAT, in accordance with the terms, conditions, and covenants as set forth in this Agreement, and as authorized by the County Legislature through its Resolution 17649; and,

WHEREAS, Agency 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 Agency respectively promise, covenant, and agree with each other as follows:

1. Agency shall provide concept, creative, and design services for the COMBAT outdoor billboard advertising and marketing campaign, as is more fully described in Agency's Scope of Work proposal attached hereto as Exhibit A and incorporated herein by reference.



2. Agency shall work as an independent contractor and not as an employee of County. Agency 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. Agency 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 Agency for services rendered under this Agreement a lump sum fee of \$4,900.00. County shall pay Agency promptly upon receipt of Agency's invoice, at the completion of Agency's work under this Agreement.

4. Agency shall bear all the expenses of its work under this Agreement.

5. This Agreement shall be effective as of January 1, 2011, and shall extend until December 31, 2011. Agency 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 Agency 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 Agency to County within three days of the demand of County.

7. Agency 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.

8. 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.

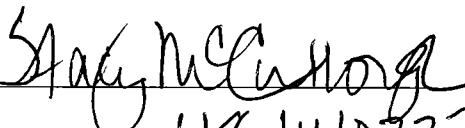
9. This Agreement shall be governed by the laws of the State of Missouri.

10. This Agreement incorporates the entire understanding and agreement of the parties.

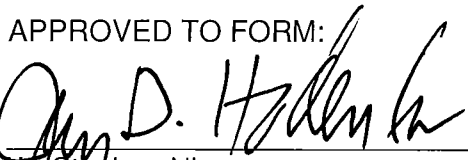
IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement on the date first above written.

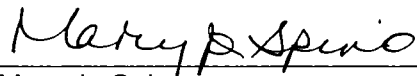
TONIC, INC.

JACKSON COUNTY, MISSOURI

By 
Federal I.D. No. 48-1140223

By 
Michael D. Sanders
County Executive

APPROVED TO FORM:

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 \$4,900.00 which is hereby authorized.

September 19, 2011
Date


Director of Finance and Purchasing
Account No. 008-4461-6210

44012011 006

TONIC

BRAND THERAPY.

1627 main street, suite 301 | kansas city, missouri 64108 | 816.221.9716 | 816.221.8339 | www.tonicUP.com

EXHIBIT A

Scope of Work

Client: Jackson County COMBAT
Project: Outdoor Campaign
Cost: \$4,900

Scope of Work:

Concept, Creative, Design and Copywriting for Outdoor Billboard awareness campaign for COMBAT. Files to be provided to outdoor vendors for production.

Client will own the artwork once payment has been made.

Photography to be supplied by client.