

C. Oakes  
9/9/16

R. 19229

**CONSULTING AGREEMENT**

THIS AGREEMENT, made and entered into on this 2<sup>nd</sup> day of Sept., 2016, 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. 29-16, and as authorized by the County Legislature through its Resolution 19229, dated August 8, 2016; 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.

FILED  
SEP 09 2016  
MARY JO SPINO  
COUNTY CLERK

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 August 15, 2016, and shall extend until August 14, 2017. 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.

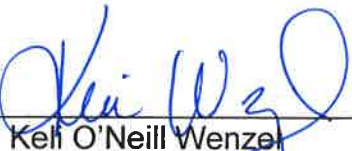
9. This Agreement, together with the County's RFP 29-16, incorporates the entire understanding and agreement of the parties.


(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   
Kelli O'Neill Wenzel  
Federal Tax No. 27-4291975

By   
Q. Troy Thomas  
Director of Finance and Purchasing

APPROVED TO FORM:

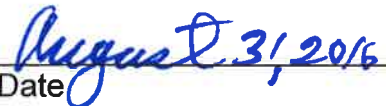
ATTEST:

  
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.

  
Date

  
Chief Financial Officer  
Account No. 008-4401-56210

PC 44012016013

### **6.6.7. 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/Community Engagements
- Marketing Material Support: Featuring Billboards, Geo-fencing that targets Mobile Activation, Social Media strategies, Collateral materials, Media opportunities
- Radio and Television Buys
- Guest Commentary in Mainstream and Minority Print Publications
- Public Service & Purchased Mainstream and Minority Radio
- Social Media Targeting and Youth encouragement

**Implementation Plan Timeline – O'Neill's Timeline Varies based on seasonal approaches with the goal of extending the campaign over 52 weeks / 12 months**

#### **May 2016**

- O'Neill team to meet with county representatives to identify specific campaign intent and audiences, establish new budget parameters and confirm expectations for deliverables.
- Begin implementation of next phase of plans that stem from previous campaigns.
- County programming and targeting, including KCMO, Independence, Grandview, Blue Springs, Raytown and Lee's Summit first
- Supporting marketing materials are introduced to the community, following a recent design change for 2016 and the continued expansion of the COMBAT brand, focusing on overall look, message and positive impact of COMBAT

#### **June 2016**

- Continued community interaction with key focus' on COMBAT's community take back programs and summer efforts outdoors and within neighborhoods

RES. 19229  
Exhibit B

COMBAT	Item Cost	Status	Budget Source
SAVE A LIFE, SAVE A NEIGHBORHOOD			
Yard Signs/ Posters for Community Events (QTY: 250)	\$ 3,500.00	Proposed	
Billboards (6' x 12' Community Boards) or Collateral Material	\$ 3,365.00	Proposed	
KCATA Bus Advertising Winter 2016 (150 Cards/month, 4 months, 1.5+ Million Riders)	\$ 4,800.00	Proposed	
Cable / Radio TV Advertising (Fall 2016)	\$ 20,000.00	Proposed	
Social Media Advertising/Viral Video Boosts	\$ 1,500.00	Proposed	
Commercial Production (Voice Talent, Production, Ext. Social Production)	\$ 3,000.00	Proposed	
Graphic, Image Creative and Design Production for 2016	\$ 3,000.00	Proposed	
O'Neill Management for 2016 (\$100 / hr est., 175+ Hours over annual year)	\$ 14,400.00	Proposed	
Misc Project Funds, at < 1% Budget (Art Mock-Ups, Various Expenses)	\$ 1,130.00	Proposed	
	\$ 54,695.00	2016 Proposed Budget	
<b>O'NEILL MARKETING &amp; EVENT MANAGEMENT</b>	\$ 54,695.00	<b>Projected Item Cost</b>	
<b>COMBAT 2016 RFP No. 29-16</b>	\$	<b>Balance</b>	
<b>COST ESTIMATES</b>	\$		