

AGREEMENT

Res. 17939

THIS AGREEMENT, made and entered into on this 27 day of July, 2012, by and between **JACKSON COUNTY, MISSOURI**, hereinafter called "the County" and **KCCP TRUST d/b/a/ TIME WARNER CABLE**, hereinafter called "Time Warner."

WITNESSETH:

WHEREAS, Time Warner has agreed to provide professional services for the County in the form of television air time for its marketing campaign, in accordance with the terms, conditions and covenants set forth in this Agreement; and,

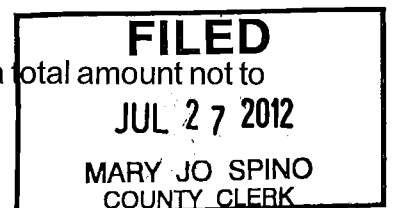
WHEREAS, Time Warner and the County have agreed to be bound by the provisions hereof,

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

1. Duties. Time Warner shall provide television air time for marketing purposes as more fully set out in the 2012 Advertising Proposal, attached hereto as Exhibit A.

2. Independent Contractor. Time Warner shall work as an independent contractor and not as an employee of the County. Time Warner shall be subject to the direction of the County only as to the result to be accomplished and not as to the means and methods for accomplishing the result. Time Warner 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 shall operate its business independent of the business of the County except as required by this Agreement.

3. Terms for Payment. The County shall pay Time Warner a total amount not to



exceed \$12,336.00 for the duration of this Agreement. Payments shall be made monthly, for actual air time used, upon receipt of Time Warner's invoice.

4. Duration and Termination. This Agreement shall be effective as of July 2, 2012, and expire on September 30, 2010, unless sooner terminated. Time Warner may terminate this Agreement by giving written notice to the County. The Legislature may terminate this Agreement by giving 30 days written notice to Time Warner. Termination of this Agreement shall not constitute a waiver of the rights or obligations which the County or Time Warner may be entitled to receive or be obligated to perform under this Agreement. Should this Agreement terminate, all papers, documents, books and all other County materials must be delivered and returned by Time Warner to the County within 30 days of the demand of the County.

5. Remedies for Breach. Time Warner and County promise, covenant and agree to faithfully observe and perform all of the terms, provisions and requirements of this Agreement and failure to so observe and perform in accordance with said terms, provisions, and requirements of this Agreement shall represent and constitute a breach of this Agreement and in such event, Time Warner and County consent and agree as follows:

(a) either party may terminate any portion of this Agreement in the event of any breach of a material term of this Agreement which is not remedied within thirty (30) days after written notice to the breaching party; and,

(b) in addition to all of the foregoing, the prevailing party shall be entitled to collect from the breaching party all costs incurred as a result of said breach including reasonable attorney's fees, reasonable accountant's fees, investigation expenses, court costs and sheriff's mileage and service fees without limitation by enumeration.

6. 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.

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

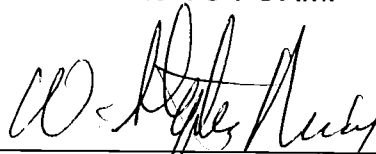
8. Conflict of Interest. Time Warner warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this contract.

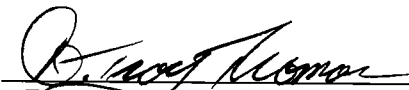
(Signature page to follow)

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

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

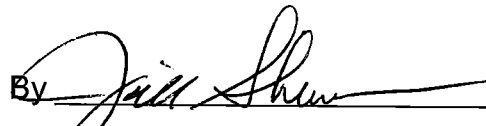
By 
W. Stephen Nixon
County Counselor

By 
Q. Troy Thomas
Director of Finance and Purchasing

ATTEST:

KCCP TRUST d/b/a
TIME WARNER CABLE



Mary Jo Spino
Clerk of the Legislature

By 
13-3790433
Federal Tax I.D. No.

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 \$12,336.00 which is hereby authorized.

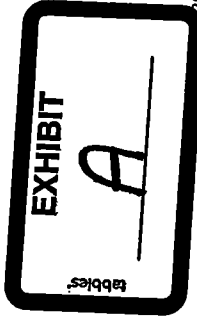
July 27, 2012
Date


Director of Finance and Purchasing
Account No. 003-1601-6210
16012012003



Jackson Co Parks R2 12

26/2012 1:34PM
Est # 403037



Client: Jackson County Parks and Rec

Buyer:

Advertiser:

Product:

Sched Dates: 07/16/12 - 09/30/12

Lengths: 30

Dayparts: PT; RT







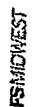
AE: Jill Sherman

Phone: 816-222-5833

Fax: 913-317-5576

E-mail: jill.sherman@twcable.com

Network	Daypart	Program	Start Date	End Date	Unit Dur	Avg Units/Wk	Active Weeks	Rate	Total Units	Cost
5961, Time Warner/Central Zone										
AMC	M-Su 5p-12m	AMC			30	6	7	\$15.00	44	\$660.00
	M-Su 5p-12m	Bravo			30	3	7	\$18.00	18	\$324.00
	M-F 8a-5p	Bravo			30	3	7	\$4.00	24	\$96.00
	M-Su 5p-12m	Family Channel			30	7	7	\$7.00	48	\$336.00
	M-F 8a-5p	Family Channel			30	9	7	\$3.00	64	\$192.00
	Tu 7p-8p	Pretty Little Liars			30	1	4	\$70.00	4	\$280.00
	M 7p-9p	7/16 Royals VS Seattle			30	0	1	\$84.00	1	\$84.00
	Tu 7p-9p	8/28 Royals VS Detroit Tigers			30	0	1	\$84.00	1	\$84.00
	W 7p-9p	9/19 Royals VS Chicago White Sox			30	0	1	\$84.00	1	\$84.00
	M-Su 5p-12m	FX			30	3	7	\$16.00	18	\$288.00
	M-F 8a-5p	FX			30	4	7	\$4.00	30	\$120.00
	M-Su 5p-12m	HGTV Prime			30	4	7	\$40.00	30	\$1,200.00
	M-F 8a-5p	HGTV Daytime			30	4	7	\$16.00	30	\$480.00

Network	Daypart	Program	Start Date	End Date	Unit Dur	Avg Units/Wk	Active Weeks	Rate	Total Units	Cost
	M-Su 5p-12m	Metrosports prime			30	6	7	\$4.00	42	\$168.00
	M-Su 5p-12m M-F 8a-5p Tu 9p-10p	TNT Franklin & Bash			30 30 30	7 9 1	7 7 4	\$25.00 \$6.00 \$70.00	48 60 4	\$1,200.00 \$360.00 \$280.00
	Tu 9p-10p	Covert Affairs			30	1	4	\$125.00	4	\$500.00
5963, TW-Comcast/Eastern Jackson Cnt										
	M-Su 5p-12m	AMC			30	6	7	\$15.00	44	\$660.00
	M-Su 5p-12m M-F 8a-5p	Bravo Bravo			30 30	3 3	7 7	\$12.00 \$3.00	18 24	\$216.00 \$72.00
	M-Su 5p-12m M-F 8a-5p Tu 7p-8p	Family Channel Family Channel Pretty Little Liars			30 30 30	7 9 1	7 7 4	\$8.00 \$3.00 \$50.00	48 64 4	\$384.00 \$192.00 \$200.00
	M 7p-9p Tu 7p-9p W 7p-9p	7/16 Royals VS Seattle 8/28 Royals VS Detroit Tigers 9/19 Royals VS Chigaco White Sox			30 30 30	0 0 0	1 1 1	\$58.00 \$58.00 \$58.00	1 1 1	\$58.00 \$58.00 \$58.00
Totals										
									471	\$6,736.00

Network	Daypart	Program	Start Date	End Date	Unit Dur	Avg Units/Wk	Active Weeks	Rate	Total Units	Cost
FX	M-Su 5p-12m M-F 8a-5p	FX FX			30 30	3 .4	7 7	\$15.00 \$3.00	18 30	\$270.00 \$90.00
HGTV	M-Su 5p-12m M-F 8a-5p	HGTV Prime Time HGTV Daytime			30 30	4 4	7 7	\$16.00 \$5.00	30 30	\$480.00 \$150.00
METS	M-Su 5p-12m	Metrosports prime			30	6	7	\$6.00	42	\$252.00
TNT	M-Su 5p-12m M-F 8a-5p	TNT TNT			30 30	7 9	7 7	\$20.00 \$5.00	48 60	\$960.00 \$300.00
USA	Tu 9p-10p	Covert Affairs			30	1	4	\$90.00	4	\$360.00
9882, KANSAS SELECT NETWORKS										
GOLF	M-Su 5p-12m Sa-Su 8a-5p	Golf Prime time Golf Weekends			30 30	7 5	6 6	\$10.00 \$10.00	48 36	\$480.00 \$360.00
Totals									467	\$4,760.00
Grand Totals									1,022	\$12,336.00

Broadcast Month Costs - Grand Total
 Month 07/2012
 Gross Cost \$4,406
 Total Units 344

08/2012	\$2,132	171
09/2012	\$5,796	507
Total	\$12,336	1022

This report has been prepared using STRATA NuMath research.
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Adjustments: Network Insertability and Network Carriage have been factored into calculations.

Kansas City Jul11 C-DMA Nielsen Live+7

Cable Zones: TIME WARNER CABLE, Time Warner/Central Zone

Kansas City Jul11 C-DMA Nielsen Live+7

Cable Zones: COMCAST, TW-Comcast/Eastern Jackson Cnt

Kansas City Jul11 C-DMA Nielsen Live+7

Cable Zones: TIME WARNER CABLE, KANSAS SELECT NETWORKS

» Estimate information indicated has been supplied by the user.

Please note: Rates are current as of time of submission and are subject to change. Inventory quote good for 1 week. Client must submit at least 2 alternate networks. 2 week cancellation notification required.

Approved by _____ Date _____