

PCR  
6/11/14

**AGREEMENT**

**Res. 18521**

**THIS AGREEMENT**, made and entered into on this 9th day of June, 2014, 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 2014 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

**FILED**  
JUN 09 2014  
MARY JO SPINO  
COUNTY CLERK

exceed \$18,000.00 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 June 23, 2014, and expire on October 31, 2014, 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

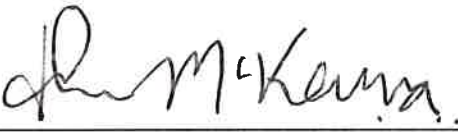
By   
W. Stephen Nixon  
County Counselor

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   
Federal Tax I.D. No. 13-3790433

### 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 \$18,000.00 which is hereby authorized.

  
Date

  
Director of Finance and Purchasing  
Account No. 003-1601-56210

16012014003

Jackson Co Summer REV 2014

Client Name Jackson County Parks and Rec AE Brant Gillett  
 Primary Demo Adults 25-54 Asst Becca Metzler  
 Agency <none> Phone 816-222-5874  
 Agency Id 1 Email brant.gillett@tvcable.com  
 AE Id #  
 Version #  
 Advertiser Jackson County Parks and Rec

Line	Description	Rate	Unit Tot	Wk 1 - Wk 18					
				Adults 25-54	Reach %	Freq	Spots		
Total		\$18001.00	1109	29.5%	2.6	100	106	111	105
	Kansas City Jul13 C-DMA	\$15011.00	1096	73.0%	2.6	99	105	109	104
	Nielsen Live+7								
All-Wks Avg									
	5961, KANSAS CITY	\$6210.00	311	70.0%	2.4	22	25	26	23
	BRVO-TV	\$1305.00	29	8.6%	1.7	2	3	3	2
	M-Su 6p-12m	\$45.00	29	8.6%	1.7	2	3	3	2
	HGTV-TV	\$1450.00	29	19.7%	1.7	2	3	3	2
	M-Su 6p-12m	\$50.00	29	19.7%	1.7	2	3	3	2
	LIF-TV	\$725.00	29	13.1%	1.6	2	3	3	2
	M-Su 6p-12m	\$25.00	29	13.1%	1.6	2	3	3	2
	FAM-TV	\$458.00	41	16.5%	1.7	4	4	4	4
	M-Su 6p-12m	\$10.00	25	13.6%	1.4	2	2	2	2
	Sa-Su 9a-6p	\$13.00	16	6.3%	1.3	2	2	2	2
	FX-TV	\$482.00	22	13.5%	1.7	2	2	2	2
	M-Su 6p-12m	\$35.00	6	8.3%	1.1				
	Sa-Su 9a-6p	\$17.00	16	8.8%	1.5	2	2	2	2
	TNT-TV	\$420.00	16	12.5%	1.5				
	M-Su 11a-6p	\$20.00	6	2.8%	1.2				
	M-Su 6p-12m	\$30.00	10	11.3%	1.4				



Line	Day	Time	Rate	Spots	Start	End	Program	Rate	Spots	Start	End
	LIF-TV		\$260.00	52							
	M-Su 6p-12m		\$5.00	52			LIFE PRIME	18.3%	2.0	6	6
	FAM-TV		\$225.00	45							
	M-Su 6p-12m		\$5.00	45			ABC FAMILY PRIME	20.1%	1.7	5	5
	Sa-Su 9a-6p		\$8.00	0			WEEKEND MOVIE/SUNDAY MOVIE				
	FX-TV		\$210.00	42							
	M-Su 6p-12m		\$5.00	42			FX PRIME	33.0%	2.0	4	5
	Sa-Su 9a-6p		\$8.00	0			FX WEEKEND		2.0	4	5
	TNT-TV		\$228.00	38							
	M-Su 11a-6p		\$6.00	38			TNT DAYTIME	8.3%	2.6	4	4
	M-Su 6p-12m		\$6.00	0			TNT PRIME	8.3%	2.6	4	4
	FSMW-TV		\$240.00	6							
	M-Su 6p-12m		\$40.00	6			ROYALS BASEBALL (INCLUDES WEEKEND DAY)	20.0%	1.2	1	1
	TWC-TV		\$0.00	0			Not Insertable				
	M-Su 5a-12m		\$0.00	0			WEATHER ROTATOR				
	1447, Kansas City AT&T East		\$1820.00	245				78.9%	2.9	26	26
	BRVO-TV		\$190.00	38							
	M-Su 6p-12m		\$5.00	38			BRAVO PRIME	10.2%	1.9	4	4
	HGTV-TV		\$380.00	38							
	M-Su 6p-12m		\$10.00	38			HGTV PRIME	23.7%	1.9	4	4
	LIF-TV		\$210.00	35							
	M-Su 6p-12m		\$6.00	35			LIFE PRIME	14.8%	1.7	4	4
	FAM-TV		\$220.00	44							
	M-Su 6p-12m		\$5.00	44			ABC FAMILY PRIME	19.9%	1.7	5	5
	Sa-Su 9a-6p		\$8.00	0			WEEKEND MOVIE/SUNDAY MOVIE	19.9%	1.7	5	5
	FX-TV		\$304.00	38							
	M-Su 6p-12m		\$8.00	38			FX PRIME	31.4%	1.9	4	4
	Sa-Su 9a-6p		\$8.00	0			FX WEEKEND		1.9	4	4
	TNT-TV		\$276.00	46							
	M-Su 11a-6p		\$6.00	46			TNT DAYTIME	8.9%	2.9	5	5
	M-Su 6p-12m		\$8.00	0			TNT PRIME	8.9%	2.9	5	5

Line	Product	Start Date	End Date	Run Times	Length	Spots/Week	Rate	Total Spots	Start	End	Spots	Rate	Total
	F3MW-TV					6	\$240.00						6
	M-Su 6p-12m					6	\$40.00						6
													ROYALS BASEBALL (INCLUDES WEEKEND DAY)
													20.0%
													1.2
	TWC-TV					0	\$0.00						0
	M-Su 5a-12m					0	\$0.00						0
													Not insertable
													WEATHER ROTATOR
	Kansas City Feb14 C-DMA					13	\$2990.00						13
	8605, VOD KANSAS CITY					13	\$2990.00						13
	TWCentral.com					13	\$2990.00						13
	M-Su 12m-11:59p					13	\$230.00						13
													Will run on TWCCentral.com - 230,000 In Banner Video Impressions (TV spot will run in banner) (17,792 videos each week) (35,584 will run weeks 6/23 and 7/14)
													Not insertable

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

- Kansas City Jul13 C-DMA Nielsen Live+7
- Cable Zones: TIME WARNER CABLE, KANSAS CITY CENTRAL
- Kansas City Jul13 C-DMA Nielsen Live+7
- Cable Zones: COMCAST, Kansas City East
- Kansas City Jul13 C-DMA Nielsen Live+7
- Cable Zones: AT&T U-VERSE, Kansas City AT&T Central
- Kansas City Jul13 C-DMA Nielsen Live+7
- Cable Zones: AT&T U-VERSE, Kansas City AT&T East
- Kansas City Feb14 C-DMA Nielsen Live+7
- Cable Zones: TIME WARNER CABLE, VOD KANSAS CITY
- Kansas City Feb14 C-DMA Nielsen Live+7
- TWCentral.com: unratd station

\* Estimate information indicated has been supplied by the user.

TOTAL INVESTMENT: \$18001.00



Accepted for Jackson County and Rec by:

Date:

