

FILED
JUL 30 2013
MARY JO SPINO
COUNTY CLERK

AGREEMENT

Res. 18183

THIS AGREEMENT, made and entered into on this 30th day of July, 2013, 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 2013 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 of Payment. The County shall pay Time Warner a total amount not to

exceed \$15,116.00 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 3, 2013, and expire on October 31, 2013, 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
W. Stephen Nixon
County Counselor

By Q. Troy Thomas
Q. Troy Thomas
Director of Finance and Purchasing

ATTEST:

KCCP TRUST d/b/a
TIME WARNER CABLE

Mary Jo Spino
Mary Jo Spino
Clerk of the Legislature

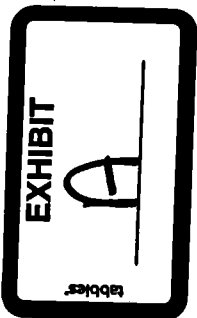
By [Signature]
Federal Tax I.D. No. 13-3790433

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 \$15,116.00 which is hereby authorized.

July 26, 2013
Date

Q. Troy Thomas
Director of Finance and Purchasing
Account No. 003-1601-6210
16012013002



5/10/2013 3:40PM

has feeds



JCPR

Client: AE: James Gwyn
 Buyer: Phone: 816-222-5874
 Advertiser: Fax: 913-317-5576
 Product: E-mail: james.gwyn@tvcable.com
 Sched Dates: 06/10/13 - 10/06/13 Dayparts: RT
 Lengths: 30
 Dayparts: RT

Assistant: Stephanie Foster/Carolyn Johnson

All-Wks Avg

Notes	Rate \$:00	Unit/ Wk	Unit Tot	Wk 1 - Wk 17			Wk 1 6/10 '13	Wk 2 6/17 '13	Wk 3 6/24 '13	Wk 4 7/1 '13	Wk 5 7/8 '13	Wk 6 7/15 '13	Wk 7 7/22 '13
				Prog Name	Rtg	Imp							
Kansas City Feb 13 C-DMA Nielsen Live+SD	\$15116.00		1510		0.1	290903	3.8	153	152	152	153	140	118
5961, Time	\$6718.00		730		0.3	162976	3.6	76	76	76	76	63	56
AEN-TV	\$1734.00		83		0.7	43618	2.6	13	13	13	13	13	6
M-F 6p-12m	\$25.00	3	52		0.8	633	2.2	8	8	8	8	8	4
Sa-Su 5a-12m	\$14.00	2	31		0.4	345	1.6	5	5	5	5	5	2
BRVO-TV	\$60.00		3		0.3	755	0.9%						
M-F 6p-12m	\$20.00	0	3		0.3	252	0.9%						
Sa-Su 5a-12m	\$10.00	0	0		0.1	79							
FAM-TV	\$882.00		102		0.2	19908	12.2%	14	14	14	14	14	6
M-F 10a-6p	\$9.00	4	66		0.1	103	4.2%	9	9	9	9	9	4
Sa-Su 5a-12m	\$6.00	2	36		0.5	365	10.6%	5	5	5	5	5	2
HGTV-TV	\$72.00		3		0.4	915	1.1%						
M-Su 5a-12m	\$24.00	0	3		0.4	305	1.1%						
HIST-TV	\$2338.00		103		0.7	57444	22.1%	12	12	12	12	12	7
M-F 6p-12m	\$28.00	4	64		0.8	633	19.8%	8	8	8	8	8	4
Sa-Su 5a-12m	\$14.00	2	39		0.5	427	11.0%	4	4	4	4	4	3
FX-TV	\$45.00		3		0.4	940	1.1%						
M-F 6p-12m	\$15.00	0	3		0.4	313	1.1%						
Sa-Su 5a-12m	\$10.00	0	0		0.5	366							
TNT-TV	\$480.00		32		0.5	13353	7.3%	4	4	4	4	4	4
Sa-Su 5a-12m	\$15.00	2	32		0.5	417	7.3%	4	4	4	4	4	4
USA-TV	\$105.00		3		0.5	1245	1.5%						
Sa-Su 5a-12m	\$35.00	0	3		0.5	415	1.5%						
ESPN-TV	\$:00		0		0.0	0							

Notes	Rate \$5.00	Unit/ Wk	Unit Tot	Wk 1 - Wk 17 Adults 25-54					Wk 1 6/10 '13	Wk 2 6/17 '13	Wk 3 6/24 '13	Wk 4 7/1 '13	Wk 5 7/8 '13	Wk 6 7/15 '13	Wk 7 7/22 '13
				Prog Name	Rtg	Imp	Rch %	Freq							
Sa-Su 5a-12m	\$3.00	3	58	0.0	334	0.2%	3.2	9	9	9	9	9	9	9	
FSMN-TV	\$494.00		122	0.1	58	3.9%	6.3	24	24	24	24	24	24	24	
M-Su 5a-12m	\$2.00	13	216	0.1	12620	3.9%	6.3	24	24	24	24	24	24	24	
TWC-TV	\$432.00		216	0.0	19	0.6%	1.6								
M-Su 6a-12m	\$5.00	2	27	0.0	510	0.6%	1.6								
GOLF-TV	\$135.00		27	0.0	0			1			1				
8605, Digital/Kansas City	\$2990.00		4					1			1				
M-Su 6a-12m	\$747.50	0	4					1			1				
RRR	\$2990.00		4	0.0	0			1			1				
Total	\$15116.00		1510	0.1	290903	22.5%	3.8	153	152	152	153	139	140	118	

	Wk 8 7/29 '13	Wk 9 8/5 '13	Wk 10 8/12 '13	Wk 11 8/19 '13	Wk 12 8/26 '13	Wk 13 9/2 '13	Wk 14 9/9 '13	Wk 15 9/16 '13	Wk 16 9/23 '13	Wk 17 9/30 '13
Sa-Su 5a-12m										
ESP2-TV							11	9		9
M-F 5a-10a							5	5		5
Sa-Su 5a-12m							6	4		4
FSMW-TV	9	9			6		11	11		11
M-F 6p-12m	5	5			3		5	5		5
Sa-Su 5a-12m	4	4			3		6	6		6
TWC-TV	24						10	10		10
M-Su 5a-12m	24						10	10		10
GOLF-TV							9	9		9
M-Su 5a-12m							9	9		9
5963, TW-	62	53			30		39	37		37
M-F 6p-12m	4	4			3					
Sa-Su 5a-12m	2	2								
AEN-TV	6	6			3					
M-F 6p-12m					3					
Sa-Su 5a-12m										
BRVO-TV					3					
M-F 10a-6p	4	4			4					
Sa-Su 5a-12m	2	2			4					
FAM-TV	6	6			8					
M-Su 5a-12m					4					
HGTV-TV					4					
M-F 6p-12m	8	4					4	4		4
Sa-Su 5a-12m	4	2					4	4		4
HIST-TV	12	6					8	8		8
Sa-Su 5a-12m	5	2								
TNT-TV	5	2								
Sa-Su 5a-12m					4					
USA-TV					4					
Sa-Su 5a-12m										
ESPN-TV										
M-F 5a-12m							5	5		5
Sa-Su 5a-12m							6	4		4
ESP2-TV							11	9		9
M-F 6p-12m	5	5			4		5	5		5

	Wk 8 7/29 '13	Wk 9 8/5 '13	Wk 10 8/12 '13	Wk 11 8/19 '13	Wk 12 8/26 '13	Wk 13 9/2 '13	Wk 14 9/9 '13	Wk 15 9/16 '13	Wk 16 9/23 '13	Wk 17 9/30 '13
Sa-Su 5a-12m	4	4			4			6	6	6
FSMW-TV	9	9			8			11	11	11
M-Su 5a-12m	24	24								
TWC-TV	24	24								
M-Su 6a-12m							9	9		9
GOLF-TV							9	9		9
8605, Digital/Kansas City					1	1				
M-Su 6a-12m					1	1				
RRR					1	1				
Total	117	80			49	1	88	84		84

This report has been prepared using STRATA-NuMath research.
 STRATA NuMath and report designs Copyright ©2013 Strata Marketing, Inc. 312-222-1555

Nielsen Audience Estimates Copyright ©2013 The Nielsen Company, used under license, all rights reserved

Adjustments: Network Insertability and Network Carriage have been factored into calculations.

Kansas City Feb13 C-DMA Nielsen Live+SD

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

Kansas City Feb13 C-DMA Nielsen Live+SD

Cable Zones: COMCAST, TWC-comcast/Eastern Jackson Cnt

Kansas City Feb13 C-DMA Nielsen Live+SD

Cable Zones: TIME WARNER CABLE, Digital/Kansas City

Kansas City Feb13 C-DMA Nielsen Live+SD

RRR: unrated station

FILED
JUL 30 2013
MARY JO SPINO
COUNTY CLERK

AGREEMENT

Res. 18183

THIS AGREEMENT, made and entered into on this 30th day of July, 2013, by and between **JACKSON COUNTY, MISSOURI**, hereinafter called "the County" and **MEREDITH CORPORATION d/b/a/ KCTV 5**, hereinafter called "Meredith."

WITNESSETH:

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

1. Duties. Meredith shall provide air time for marketing purposes as more fully set out in the proposal, attached hereto as Exhibit A.

2. Independent Contractor. Meredith shall work as an independent contractor and not as an employee of the County. Meredith 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. Meredith 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 Meredith a total amount not to

exceed \$10,270.00 for the duration of this Agreement. Payments shall be made monthly, for actual air time used, upon receipt of Meredith's invoice.

4. Duration and Termination. This Agreement shall be effective as of June 3, 2013, and expire on October 31, 2013, unless sooner terminated. Meredith may terminate this Agreement by giving written notice to the County. The Legislature may terminate this Agreement by giving 30 days written notice to Meredith. Termination of this Agreement shall not constitute a waiver of the rights or obligations which the County or Meredith 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 Meredith to the County within 30 days of the demand of the County.

5. Remedies for Breach. Meredith 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, Meredith 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 the foregoing, either party shall be entitled to petition and receive from any Court a temporary and/or permanent injunction against the breaching party; and,

(c) 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. Meredith 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
W. Stephen Nixon
County Counselor

By Q. Troy Thomas
Q. Troy Thomas
Director of Finance and Purchasing

ATTEST:

MEREDITH CORPORATION d/b/a
KCTV 5

Mary Jo Spino
Mary Jo Spino
Clerk of the Legislature

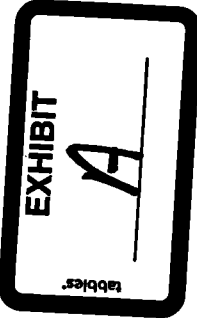
By [Signature]
Federal Tax ID No. ~~44~~-0410230
42
[Signature]

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 \$10,270.00 which is hereby authorized.

July 25, 2013
Date

Q. Troy Thomas
Director of Finance and Purchasing
Account No. 003-1601-6210
16012013001



Title : JACKSON COUNTY PARKS & REC REV II



Salesperson: Verda Salberg
 Station: _____
 Office: _____
 Phone #: _____
 Email: _____
 Fax #: _____
 Demo: P25-54

Author: Verda Salberg

To: Jackson Cou
 Agency: JACKSON COUNTY PARKS & REC
 Advertiser: JACKSON COUNTY PARKS & REC
 Product: Entertainment-Amusement Parks
 Estimate #: _____
 Plan Dates: 6/10/2013 - 9/29/2013
 Headline #: 601

Station	Time	Days	Program Name	Length	Rate	Flight Dates: 6/10/2013-9/29/2013												Total	P25-54 RTG	P25-54 CPP									
						JN	JN	JN	JL	JL	JL	JL	AU	AU	AU	12	19				26	2	9	16	23	#			
KCTV	6:00a-7:00a	Mo-Fr	KCTV-MRN-6A	:30	\$275.00	1	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3	\$825.00	1.5	\$183.33	
KCTV	6:00a-7:00a	Mo-Fr	KCTV-MRN-6A	:30	\$200.00	-	-	3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3	\$600.00	1.5	\$133.33
KCTV	6:00a-7:00a	Mo-Fr	KCTV-MRN-6A	:30	\$180.00	-	-	-	2	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4	\$600.00	1.5	\$106.67
KCTV	7:00a-9:00a	Mo-Fr	CBS THIS MORNING	:30	\$170.00	-	-	-	-	2	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4	\$680.00	1.5	\$113.33
KCTV	7:00a-8:00a	Mo-Fr	CBS THIS MORNING	:30	\$150.00	2	-	-	-	-	-	2	2	-	-	-	-	-	-	-	-	-	-	-	-	12	\$1,920.00	0.9	\$177.78
KCTV	7:00a-8:00a	Mo-Fr	CBS THIS MORNING	:30	\$85.00	-	-	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2	\$300.00	0.9	\$166.67
KCTV	7:00a-8:00a	Mo-Fr	CBS THIS MORNING	:30	\$100.00	-	-	-	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2	\$170.00	0.9	\$94.44
KCTV	7:00a-8:00a	Mo-Fr	CBS THIS MORNING	:30	\$110.00	-	-	-	-	1	2	2	-	-	-	-	-	-	-	-	-	-	-	-	-	1	\$100.00	0.9	\$111.11
KCTV	4:00p-5:00p	Mo-Fr	KCTV5 NWS AT 4	:30	\$330.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5	\$550.00	0.9	\$122.22
KCTV	4:00p-5:00p	Mo-Fr	KCTV5 NWS AT 4	:30	\$200.00	-	-	-	2	2	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	\$330.00	2.2	\$150.00
KCTV	10:35p-11:37p	Mo-Fr	D.LETTRMAN-CBS	:30	\$270.00	-	-	-	-	1	1	1	1	-	-	-	-	-	-	-	-	-	-	-	-	5	\$1,000.00	2.2	\$90.91
KCTV	10:00a-10:30a	Sat	KC Zoo Show	:30	\$75.00	1	1	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3	\$225.00	1.2	\$250.00
KCTV	2:00p-6:00p	Sat	SEC ON CBS	:30	\$60.00	-	-	-	-	1	1	1	1	-	-	-	-	-	-	-	-	-	-	-	-	10	\$600.00	0.3	\$200.00
KCTV	10:00p-10:35p	Sat	KCTV5NWS-10SAT	:30	\$250.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2	\$500.00	2.8	\$89.29
FLIGHT TOTALS						4	6	6	8	7	7	5	5	3	-	-	-	-	-	-	-	-	-	-	64	\$10,270.00	70.70	\$145.26	

AGREEMENT

Res. 18183

THIS AGREEMENT, made and entered into on this 29th day of July, 2013, by and between JACKSON COUNTY, MISSOURI, hereinafter called "the County" and SCRIPPS MEDIA INC, d/b/a KSHB-TV, hereinafter called "KSHB."

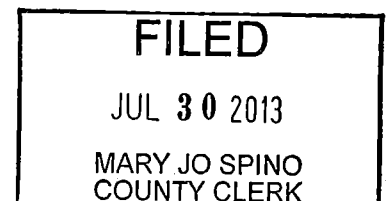
WITNESSETH:

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

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

1. Duties. KSHB shall provide air time for marketing purposes as more fully set out in the proposed commercial schedule, attached hereto as Exhibit A.
2. Independent Contractor. KSHB shall work as an independent contractor and not as an employee of the County. KSHB 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. KSHB 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 the County except as required by this Agreement.



Terms for Payment. The County shall pay KSHB a total amount not to exceed \$12,070.00 for the duration of this Agreement. Payments shall be made monthly, for actual air time used, upon receipt of KSHB's invoice.

3. Duration and Termination. This Agreement shall be effective as of June 3, 2013, and expire on October 31, 2013, unless sooner terminated. KSHB may terminate this Agreement by giving written notice to the County. The Legislature may terminate this Agreement by giving 30 days written notice to KSHB. Termination of this Agreement shall not constitute a waiver of the rights or obligations which the County or KSHB 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 destroyed or delivered and returned by KSHB to the County within 30 days of the demand of the County.

4. Remedies for Breach. KSHB 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, KSHB 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.

5. 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.

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

7. Conflict of Interest. KSHB 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
W. Stephen Nixon
County Counselor

By Q. Troy Thomas
Q. Troy Thomas
Director of Finance and Purchasing

ATTEST:

SCRIPPS MEDIA, INC.
d/b/a KSHB-TV

Mary Jo Spino
Mary Jo Spino
Clerk of the Legislature

By Randa W.
Federal Tax I.D. No. 31-0934851

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 \$12,070.00 which is hereby authorized.

July 26, 2013
Date

Q. Troy Thomas
Director of Finance and Purchasing
Account No. 003-1601-6210 \$ 10,574
001-1221-6210 \$ 1496

16012013005

EXHIBIT

A

Labels



Jackson County Parks and R Dates: 06/10/13-10/05/13

KSHB
Kirt Brown
Kirt.Brown@KSHB.com
(316)932-4130

Proposal ID: 20355

Description: Summer-Fall 2013

Flight: 06/10/13-10/05/13

Hiatus: 07/29/13-09/24/13; 09/

Books: KSHB: Jul 2012 PA L7

Program	Daypart	Length	Rate	06/10	06/17	06/24	07/01	07/08	07/15	07/22	07/29	08/05	08/12	08/19	08/26	09/02	09/09	09/16	09/23	09/30	Total	A25-54	RTG	
Saturday Today Show	EM	:30	\$150	1	1	1	1															3	0.6	
			\$125				1	1	1	1												4	\$250	
			\$100																			7	0.6	
41 Action News Weekend Today	EM	:30	\$200	2	2	2																1	0.6	
			\$100				2	2	2	2												5	0.7	
Sunday Today Show	EM	:30	\$150																			1	0.3	
41 Action News Weekend Today	EM	:30	\$150	1	1	1																3	0.9	
			\$125				1	1	1	1												7	0.8	
KC Live	DY	:30	\$60	1	1																	2	0.3	
			\$50																			2	0.3	
41 Action News Midday	DY	:30	\$60	2	2	2																6	0.5	
			\$50				2	2	2	2												16	0.5	
			\$75																			2	0.5	
41 Action News at 6p.m.	EN	:30	\$350																			1	2.5	
41 Action News at 6p.m.	EN	:30	\$300	1	1	1																3	1.7	
			\$250																			7	1.7	
			\$175				1	1	1	1												1	1.7	
Golf: The President's Cup	SP	:30	\$400																			1	1.7	
Golf: The Tour Championship	SP	:30	\$450																			1	1.7	
Notre Dame Football (Prime)	MISC	:30	\$425																			1	0.8	
Live Well Network	MISC	:30	\$0	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	0.8
																						10	1.30	
																						30	30	

KSHP	Program	Daypart	Length	Rate	06/17	06/24	07/01	07/08	07/15	07/22	07/29	08/05	08/12	08/19	08/26	09/02	09/09	09/16	09/23	09/30	Total	RTG
	41 Action News Today at 5a	EIM	:30	\$125	1																	0.4
	M-F 5-6 AM	TRN		\$90																		\$125
				\$85																		\$180
																						\$225
																						\$85
																						\$213
																						GRP
																						CPG
																						Total
																						221
																						\$12,070
																						\$70
																						Reach
																						33.8
																						Frequency
																						5.1

SIGNATURE _____ DATE _____

Scripts Media, Inc., certifies that its advertising sales agreements do not discriminate on the basis of race or ethnicity. All advertising sales agreements contain nondiscrimination clauses.

AGREEMENT

Res. 18183

THIS AGREEMENT, made and entered into on this 30th day of July, 2013, by and between **JACKSON COUNTY, MISSOURI**, hereinafter called "the County" and **HEARST TELEVISION, INC. d/b/a KMBC-TV**, hereinafter called "KMBC."

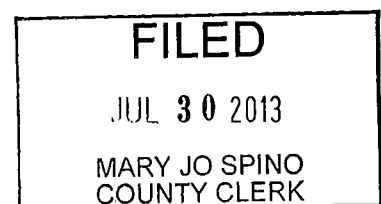
WITNESSETH:

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

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

1. Duties. KMBC shall provide air time for marketing purposes as more fully set out in the proposed commercial schedule, attached hereto as Exhibit A.
2. Independent Contractor. KMBC shall work as an independent contractor and not as an employee of the County. KMBC 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. KMBC 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 the County except as



required by this Agreement.

3. Terms for Payment. The County shall pay KMBC a total amount not to exceed \$12,040.00 for the duration of this Agreement. Payments shall be made monthly, for actual air time used, upon receipt of KMBC's invoice.

4. Duration and Termination. This Agreement shall be effective as of June 3, 2013, and expire on October 31, 2013, unless sooner terminated. KMBC may terminate this Agreement by giving written notice to the County. The Legislature may terminate this Agreement by giving 30 days written notice to KMBC. Termination of this Agreement shall not constitute a waiver of the rights or obligations which the County or KMBC 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 destroyed or delivered and returned by KMBC to the County within 30 days of the demand of the County.

5. Remedies for Breach. KMBC 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, KMBC 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.

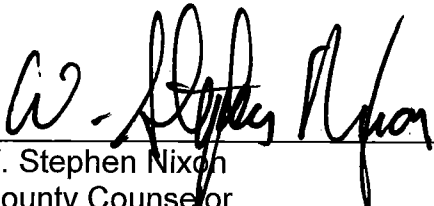
8. Conflict of Interest. KMBC warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this contract.

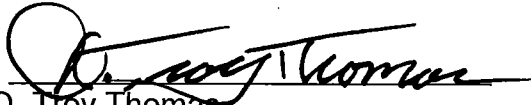
(Signature page to follow)

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

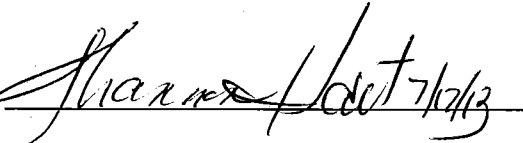
By 
W. Stephen Nixon
County Counselor

By 
Q. Troy Thomas
Director of Finance and Purchasing

ATTEST:

HEARST TELEVISION, INC.
d/b/a KMBC-TV



Mary Jo Spino
Clerk of the Legislature

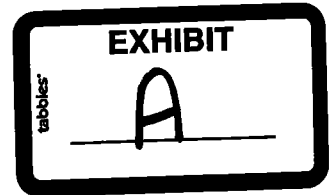
By  7/2/13
Federal Tax I.D. No. 88-0326834

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 \$12,040.00 which is hereby authorized.


Date


Director of Finance and Purchasing
Account No. 003-1601-6210
16012013004



Jackson County 2013

The proposed schedule:

- *Will have an unduplicated reach of 248,764 for Persons 25-54 or 26.4 for your target*
- *Will Reach 120,006 Persons 25-54 3 or more times or 12.7 for your target*
- *Will Achieve 57.3 Gross Rating Points or 559.9 Gross Impressions*
- *Will have an average frequency of 2.2*
- *Have an average Cost Per Point of \$210.12*
- *Have an average Cost Per Thousand of \$21.50*

All this for an investment of \$12040.00

Name: Amy Arnold
Phone: 816-760-9250
email: aarnold@hearst.com
Website: www.kmbc.com



Jackson County 2013

Book: JULY13 PJ



Proposal ID: 18373
 Schedule Date: 6/10/2013 - 10/5/2013
 Spot Length(s): :30
 Market: Kansas City [31]
 Author: Amy Arnold

Acct. Exec: Amy Arnold
 Phone #: 816-760-9250
 Email: aarnold@hearst.com
 Web Site: www.kmbc.com

Flight 1

Flight Dates: 6/10/2013-9/29/2013

Program Time	Spot Length	JN 10	JN 17	JN 24	JL 1	JL 8	JL 15	JL 22	JL 29	AU 5	AU 12	AU 19	AU 26	SE 2	SE 9	SE 16	SE 23	DMA P25-54 RTG	Wks	Rate Spots
KMBC																				
FIRST NEWS	:30				1													p2.5	1	\$575.00
GRPs/Impressions																		2.5		1
SHR																		25.7		
CPP/CPM																		\$230.00		
Mo-Fr 6:00a-7:00a																				
GOOD MORNING AMERICA	:30	1	2	1														p1.7	3	\$425.00
GRPs/Impressions																		6.8		4
SHR																		18.7		
CPP/CPM																		\$250.00		
Mo-Fr 7:00a-9:00a																				
GOOD MORNING AMERICA	:30				1	1	1							1				p1.7	4	\$385.00
GRPs/Impressions																		6.8		4
SHR																		18.7		
CPP/CPM																		\$226.47		
Mo-Fr 7:00a-9:00a																				
GMA WEEKEND - SAT	:30	1	1															p1.5	2	\$250.00
GRPs/Impressions																		3.0		2
SHR																		29.2		
CPP/CPM																		\$166.67		
Sat 6:00a-7:00a																				
SAT 7-9A FIRSTNEWS	:30				1	1	1						1	1				p1.8	7	\$275.00
GRPs/Impressions																		12.6		7
SHR																		19.9		
CPP/CPM																		\$152.78		
Sat 7:00a-9:00a																				
SUN 7-9A FIRSTNEWS	:30												1					p1.6	1	\$275.00
GRPs/Impressions																		1.6		1
SHR																		15.4		
CPP/CPM																		\$171.88		
Sun 7:00a-9:00a																				
KMBC 9 NEWS AT 5P	:30			1											1	1		p2.1	3	\$550.00
GRPs/Impressions																		6.3		3
SHR																		11.4		
CPP/CPM																		\$261.90		
Mo-Fr 5:00p-5:30p																				
KMBC 9 NEWS AT 5P	:30				1	1	1											p2.1	3	\$450.00
GRPs/Impressions																		6.3		3
SHR																		11.4		
CPP/CPM																		\$214.29		
Mo-Fr 5:00p-5:30p																				
KMBC 9 NEWS AT 6P	:30	1		1														p2.5	2	\$600.00
GRPs/Impressions																		5.0		2
SHR																		11.0		
CPP/CPM																		\$240.00		
Mo-Fr 6:00p-6:30p																				
KMBC 9 NEWS AT 6P	:30												1					p2.5	1	\$675.00
GRPs/Impressions																		2.5		1
SHR																		11.0		
CPP/CPM																		\$270.00		
Mo-Fr 6:00p-6:30p																				

Jackson County 2013

Book: JULY13 PJ



Proposal ID: 18373
 Schedule Date: 6/10/2013 - 10/5/2013
 Spot Length(s): :30
 Market: Kansas City [31]
 Author: Amy Arnold

Acct. Exec: Amy Arnold
 Phone #: 816-760-9250
 Email: aarnold@hearst.com
 Web Site: www.kmbc.com

Flight 1

Flight Dates: 6/10/2013-9/29/2013

Program Time	Spot Length	JN	JN	JN	JL	JL	JL	JL	JL	AU	AU	AU	AU	SE	SE	SE	SE	DMA P25-54 RTG	Wk	Rate Spots
KMBC																				
KMBC Totals		3	3	3	4	3	3	0	0	0	0	2	3	0	2	2	0			\$11,390.00
																				Spts: 28
	Cost																			\$11,390.00
																				Approved by: _____

Flight 1 General Summary (DMA P25-54 D.RTG)

Name	Spots	Cost	Grps	Imp(000)	CPP	CPM	Reach	Freq	E.Reach	N.Reach	Pop
KMBC	28	\$11,390	53.4	522.8	\$213.30	\$21.79	24.6	2.2	11.8	231,944	941,965



Proposal ID: 18373
 Schedule Date: 6/10/2013 - 10/5/2013
 Spot Length(s): :30
 Market: Kansas City [31]
 Author: Amy Arnold

Acct. Exec: Amy Arnold
 Phone #: 816-760-9250
 Email: aarnold@hearst.com
 Web Site: www.kmbc.com

Flight 2

Flight Dates: 9/30/2013-10/5/2013

Program Time	Spot Length	SE	DMA P25-54 RTG	Wk	Rate Spots
KMBC					
SAT 7-9A FIRSTNEWS	:30	1	p1.9	1	\$200.00
GRPs/Impressions			1.9		1
SHR			17.4		
CPP/CPM			\$105.26		
Sat 7:00a-9:00a					
KMBC 9 NEWS AT 5P	:30	1	p2.0	1	\$450.00
GRPs/Impressions			2.0		1
SHR			11.0		
CPP/CPM			\$225.00		
Mo-Fr 5:00p-5:30p					
KMBC Totals		2			\$650.00
			GRP/(000) 3.9	Spts: 2	
			CPP/CPM: \$166.67		
			Reach: 2.7		
			Frequency: 1.4		
Cost			\$650.00	Approved by: _____	

Flight 2 General Summary (DMA P25-54 D.RTG)

Name	Spots	Cost	Grps	Imp(000)	CPP	CPM	Reach	Freq	E.Reach	N.Reach	Pop
KMBC	2	\$650	3.9	37.1	\$166.67	\$17.52	2.7	1.4	0.0	25,869	941,965

Total Cost:	\$12,040.00	Signature _____
--------------------	--------------------	------------------------

General Summary (DMA P25-54 D.RTG)

Name	Spots	Cost	Grps	Imp(000)	CPP	CPM	Reach	Freq	Eff Reach	Net Reach
KMBC	30	\$12,040.00	57.3	559.9	\$210.12	\$21.50	26.4	2.2	12.7	248,764

Monthly Summary (DMA P25-54 D.RTG)

Month	Spots	%	Cost	%	Grps	%	Imp(000)	CPP	CPM
Jun/13	9	30	\$3,950.00	33	16.9	29	166.2	\$233.73	\$23.77
Jul/13	10	33	\$3,905.00	32	19.3	34	188.4	\$202.33	\$20.73
Aug/13	2	7	\$550.00	5	3.4	6	33.5	\$161.76	\$16.42
Sep/13	7	23	\$2,985.00	25	13.8	24	134.7	\$216.30	\$22.16
Oct/13	2	7	\$650.00	5	3.9	7	37.1	\$166.67	\$17.52
Total Name (DMA P25-54)	30	100	\$12,040.00	100	57.3	100	559.9	\$210.12	\$21.50

AGREEMENT

Res. 18183

THIS AGREEMENT, made and entered into on this 17th day of July, 2013, by and between **JACKSON COUNTY, MISSOURI**, hereinafter called "the County" and **NEW WORLD COMMUNICATIONS d/b/a WDAF-TV**, hereinafter called "WDAF."

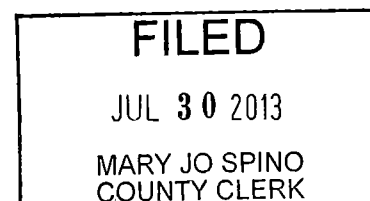
WITNESSETH:

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

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

1. Duties. WDAF shall provide air time for marketing purposes as more fully set out in the TV Sales Summary, attached hereto as Exhibit A.
2. Independent Contractor. WDAF shall work as an independent contractor and not as an employee of the County. WDAF 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. WDAF 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 WDAF a total amount not to exceed \$12,000.00 for the duration of this Agreement. Payments shall be made monthly, for actual air time used, upon receipt of WDAF's invoice.

4. Duration and Termination. This Agreement shall be effective as of June 3, 2013, and expire on October 31, 2013, unless sooner terminated. WDAF may terminate this Agreement by giving written notice to the County. The Legislature may terminate this Agreement by giving 30 days written notice to WDAF. Termination of this Agreement shall not constitute a waiver of the rights or obligations which the County or WDAF 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 destroyed or delivered and returned by WDAF to the County within 30 days of the demand of the County.

5. Remedies for Breach. WDAF 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, WDAF 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. WDAF 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
W. Stephen Nixon
County Counselor

By Q. Troy Thomas
Q. Troy Thomas
Director of Finance and Purchasing

ATTEST:

NEW WORLD COMMUNICATIONS
d/b/a WDAF-TV

Mary Jo Spino
Mary Jo Spino
Clerk of the Legislature

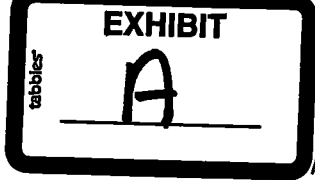
By Sherrill Stewart
Federal Tax I.D. No. 13-3771990

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 \$12,000.00 which is hereby authorized.

July 20, 2013
Date

Q. Troy Thomas
Director of Finance and Purchasing
Account No. 003-1601-6210
16012013003



fox4kc.com

Jackson County

Schedule Date: 6/10/2013 - 10/5/2013
Spot Length(s): :30

Author: BRANT

Acct. Exec: Brant Gillett
Phone #: 816-932-9180
Email: Brant.gillett@wdaftv4.com

Rates subject to change after 5 days.

Flight Dates: 6/10/2013-10/5/2013

Program Time	Spot Length	JN 10	JN 17	JN 24	JL 1	JL 8	JL 15	JL 22	AU 19	AU 26	SE 9	SE 16	SE 23	SE 30	DMA P25-54 RTG	DMA P25-54 (000)	Wk	Rate Spots
WDAF					2													
FOX4-MORNG SHW	:30	2	2	2	2	2	2	2	3	3	1	1	1	1	3.05	28,740	9	\$300.00
CPP/CPM															\$98.36	\$10.44		15
Mo-Fr 7:00a-9:00a																		
FOX4 NEWS-9AM	:30	3	3	3	3	3	3	3	3	2	3	3	2	1.85	17,428	9	\$150.00	
CPP/CPM														\$81.08	\$8.61		25	
Mo-Fr 9:00a-10:00a																		
FOX4 SAT AM	:30	1	1	1	1	1	1	1	2	1	1	1	1	1.65	15,536	12	\$150.00	
CPP/CPM														\$90.91	\$9.65		12	
Sat 7:00a-9:00a																		
FOX4 SUN AM	:30	1	1	1	1	1	1	1	1	2	1	1	1	2.36	22,270	12	\$150.00	
CPP/CPM														\$63.56	\$6.74		13	
Sun 7:00a-9:00a																		

Signature _____

Week Summary (DMA P25-54 D.RTG)

Week	Spots	Cost	Grs	CPM	CPM	Reach	Req
6/10/2013	7	\$1,350.00	15.660	\$86.21	\$9.15	8.5	1.8
6/17/2013	2	\$300.00	4.010	\$74.81	\$7.94	2.9	1.4
6/24/2013	7	\$1,350.00	15.660	\$86.21	\$9.15	8.5	1.8
7/1/2013	2	\$300.00	4.010	\$74.81	\$7.94	2.9	1.4
7/8/2013	7	\$1,350.00	15.660	\$86.21	\$9.15	8.5	1.8
7/15/2013	2	\$300.00	4.010	\$74.81	\$7.94	2.9	1.4
7/22/2013	7	\$1,350.00	15.660	\$86.21	\$9.15	8.5	1.8
7/29/2013	0	\$0.00	0.000	\$0.00	\$0.00	0.0	0.0
8/5/2013	0	\$0.00	0.000	\$0.00	\$0.00	0.0	0.0
8/12/2013	0	\$0.00	0.000	\$0.00	\$0.00	0.0	0.0
8/19/2013	2	\$300.00	4.010	\$74.81	\$7.94	2.9	1.4
8/26/2013	9	\$1,800.00	21.070	\$85.43	\$9.06	11.2	1.9
9/2/2013	0	\$0.00	0.000	\$0.00	\$0.00	0.0	0.0
9/9/2013	5	\$900.00	10.760	\$83.64	\$8.88	5.8	1.9
9/16/2013	6	\$1,050.00	12.610	\$83.27	\$8.84	7.0	1.8
9/23/2013	6	\$1,050.00	12.610	\$83.27	\$8.84	7.0	1.8
9/30/2013	3	\$600.00	6.750	\$88.89	\$9.43	4.4	1.5
Total Name (DMA P25-54)	65	\$12,000.00	142.480	\$84.22	\$8.94	43.5	3.3

Totals Remain Same