

Recd-
6/29/10

AGREEMENT

Res. 17261

THIS AGREEMENT, made and entered into on this 23 day of June, 2010, by and between **JACKSON COUNTY, MISSOURI**, hereinafter called "the County" and ~~**HEARST-ARGYLE TELEVISION, INC.**~~ on behalf of its television station **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.

FILED

JUN 23 2010

MARY JO SPINO
COUNTY CLERK

3. Terms for Payment. The County shall pay KMBC a total amount not to exceed \$13,500.00 for the duration of this Agreement.

4. Duration and Termination. This Agreement shall be effective as of May 24, 2010, and expire on September 30, 2010, 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.

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


APPROVED AS TO FORM

By

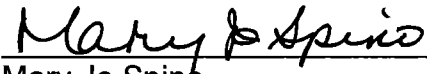

William G. Snyder
Acting County Counselor

JACKSON COUNTY MISSOURI

By

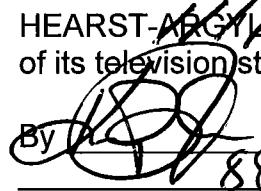

Michael D. Sanders
County Executive

ATTEST:


Mary Jo Spino
Clerk of the Legislature

HEARST-ARGYLE TELEVISION, INC. on behalf of its television station KMBC-TV

By


88-0326834
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 \$13,500.00 which is hereby authorized.

Date

June 18, 2010


Director of Finance and Purchasing

Account No. 003-1601-56210



KMBC
 6455 Winchester Ave
 Kansas City, MO 64133-6409
 (816)221-9999

www.kmbc.com

Contract / Revision	Alt. Order #
628590 /	

Contract Dates	Product	Est. #
06/14/10 - 07/25/10	2010	

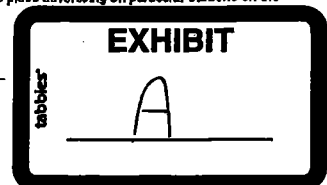
Advertiser	Original Date / Revision
Jackson County Missouri	04/02/10 / 04/02/10

*Line	Ch	Start Date	End Date	Description	Star/End Time	Days	Length	Spots/Week	Rate	Rtn	Type	Spots	Amount
N 5	KMBC	06/14/10	07/25/10	Rachael Ray	9-10am		:30				NM	5	\$875.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>			
		Week: 07/12/10	07/18/10	-----SS				1	\$125.00	2.00			
		Week: 07/19/10	07/25/10	-----SS				1	\$125.00	2.00			
N 6	KMBC	06/14/10	07/25/10	Dr. Phil	3-4pm		:30				NM	5	\$750.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>			
		Week: 06/14/10	06/20/10	MTWTF--				1	\$150.00	1.40			
		Week: 06/21/10	06/27/10	MTWTF--				1	\$160.00	1.40			
		Week: 06/28/10	07/04/10	-----				0	\$0.00	0.00			
		Week: 07/05/10	07/11/10	MTWTF--				1	\$150.00	1.40			
		Week: 07/12/10	07/18/10	MTWTF--				1	\$150.00	1.40			
		Week: 07/19/10	07/25/10	MTWTF--				1	\$160.00	1.40			
N 7	KMBC	06/14/10	07/25/10	5pm News	5-530pm		:30				NM	5	\$2,250.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>			
		Week: 06/14/10	06/20/10	MTWTF--				1	\$450.00	2.70			
		Week: 06/21/10	06/27/10	MTWTF--				1	\$450.00	2.70			
		Week: 06/28/10	07/04/10	-----				0	\$0.00	0.00			
		Week: 07/05/10	07/11/10	MTWTF--				1	\$450.00	2.70			
		Week: 07/12/10	07/18/10	MTWTF--				1	\$450.00	2.70			
		Week: 07/19/10	07/25/10	MTWTF--				1	\$450.00	2.70			
N 8	KMBC	06/14/10	07/25/10	5pm News Saturday	5-530pm		:30				NM	5	\$875.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>			
		Week: 06/14/10	06/20/10	-----S-				1	\$175.00	3.70			
		Week: 06/21/10	06/27/10	-----S-				1	\$175.00	3.70			
		Week: 06/28/10	07/04/10	-----				0	\$0.00	0.00			
		Week: 07/05/10	07/11/10	-----S-				1	\$175.00	3.70			
		Week: 07/12/10	07/18/10	-----S-				1	\$175.00	3.70			
		Week: 07/19/10	07/25/10	-----S-				1	\$175.00	3.70			
N 9	KMBC	06/14/10	07/25/10	The Office	1105-1135pm		:30				NM	5	\$1,250.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>			
		Week: 06/14/10	06/20/10	MTWTF--				1	\$250.00	2.70			
		Week: 06/21/10	06/27/10	MTWTF--				1	\$250.00	2.70			
		Week: 06/28/10	07/04/10	-----				0	\$0.00	0.00			
		Week: 07/05/10	07/11/10	MTWTF--				1	\$250.00	2.70			
		Week: 07/12/10	07/18/10	MTWTF--				1	\$250.00	2.70			
		Week: 07/19/10	07/25/10	MTWTF--				1	\$250.00	2.70			
N 10	KMBC	06/14/10	07/25/10	Nightline	1205-1235am		:30				NM	5	\$375.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>			
		Week: 06/14/10	06/20/10	MTWTF--				1	\$75.00	1.30			
		Week: 06/21/10	06/27/10	MTWTF--				1	\$75.00	1.30			
		Week: 06/28/10	07/04/10	-----				0	\$0.00	0.00			
		Week: 07/05/10	07/11/10	MTWTF--				1	\$75.00	1.30			

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.

Hearst television inc, does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race or gender. Advertiser hereby represents and warrants that it is not purchasing broadcast air time under this advertising sales contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race or gender.



KMBC-TV
 KANSAAS CITY **9** **KMBC**
 6455 Winchester Ave
 Kansas City, MO 64133-6409
 (816)221-9999

www.kmbc.com

<u>Contract / Revision</u> 628690 /		<u>Alt. Order #</u>
<u>Contract Dates</u> 06/14/10 - 07/26/10		<u>Product</u> 2010
<u>Advertiser</u> Jackson County Missouri		<u>Est. #</u> 04/02/10 / 04/02/10

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/Week	Rate	Rtn	Type	Totals Spots Amount	
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>	<u>Rating</u>			
Week:		07/12/10	07/18/10	MTWTF--				1	\$76.00	1.30			
Week:		07/19/10	07/25/10	MTWTF--				1	\$75.00	1.30			
Totals											131.50	65	\$13,600.00

Time Period	# of Spots	Gross Amount	Net Amount
05/31/10 - 06/27/10	22	\$5,400.00	\$5,400.00
06/28/10 - 07/25/10	33	\$8,100.00	\$8,100.00
Totals	55	\$13,500.00	\$13,500.00

Air Time reserved for the use and benefit of Jackson County, Missouri subject to final approval of an agreement for payment by the Jackson County Legislature.

Approved by:

Michelle Newman
 Michèle Newman, Director
 Jackson County Parks & Recreation

Date 4-8-10

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