

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 18742

Sponsor(s): Crystal Williams
and Scott Burnett

Date: February 23, 2015

<p>SUBJECT</p>	<p>Action Requested <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance</p> <p>Project/Title: <u>A RESOLUTION authorizing the Director of Finance and Purchasing to issue a check to the Middle of the Map Fest at a cost not to exceed \$2,500.00.</u></p>												
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1" data-bbox="324 577 1201 892"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$2,500</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$0</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$2,500</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$0</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO 1220 – 6210</td> <td>FROM ACCT</td> </tr> <tr> <td></td> <td>TO ACCT</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: _____ Estimated Use: \$ _____</p> <p>Prior Year Budget (if applicable): _____ Prior Year Actual Amount Spent (if applicable): _____</p>	Amount authorized by this legislation this fiscal year:	\$2,500	Amount previously authorized this fiscal year:	\$0	Total amount authorized after this legislative action:	\$2,500	Amount budgeted for this item * (including transfers):	\$0	Source of funding (name of fund) and account code number; FROM / TO 1220 – 6210	FROM ACCT		TO ACCT
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<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): _____</p> <p>Prior resolutions and (date): _____</p>												
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Lisa Honn, Senior Administrative Manager, 816.881.3593; Johnny Sweeney, Director of Economic Development, 816.881.6665</p>												
<p>REQUEST SUMMARY</p>	<p>The Middle of the Map Fest has traditionally featured local brands, entities and patrons to share Kansas City culture and trends. The 2015 (5th annual) schedule is still being formulated. As a sponsor of the Middle of the Map Fest Forum, Jackson County will receive “Brand inclusion” which includes: recognition as a Sponsor, and a Logo included on Ink’s Middle of the Map Fest – the Forum website, on all promotional materials, in social media promotional marketing, on 1 email blast sent to 60,000 people, in local and national PR outreach and in a preview video filmed and released prior to the Forum. The Middle of the Map Fest – Forum takes place April 16 and 17. The Middle of the Map Fest also includes a music focus April 22-25 and a film focus April 8-12.</p>												
<p>CLEARANCE</p>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor’s Office)</p>												

ATTACHMENTS		
REVIEW	Department Director: <i>[Signature]</i>	Date: 2.18.15
	Finance (Budget Approval): <i>If applicable</i> <i>[Signature]</i> & Ball	Date: 2-8-15
	Division Manager: <i>[Signature]</i>	Date: 2-18-15
	County Counselor's Office:	Date:

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

Fiscal Note:

This expenditure was included in the Annual Budget.

Date: February 5, 2015

RES # 18742

<u>Department / Division</u>	<u>Character/Description</u>	<u>Not to Exceed</u>
General Fund - 001		
1220 - Economic Development	56210 - Advertising	2,500.00

Alexander S Ball 2-18-15
Budgeting



Jackson County, Missouri

**Ink's Middle of the Map Fest – Forum
Partner Sponsor Package
\$2500**

Brand inclusion as a Partner for Ink's Middle of the Map Fest – Forum:

- Recognition as a Sponsor of Ink's Middle of the Map Fest - Forum and additional Forum events
- Logo included on Ink's Middle of the Map Fest – the Forum website
- Logo included on all promotional materials including: posters, postcards, fliers, etc.
- Logo included on Ink's Middle of the Map Fest – the Forum banners
- Logo included in social media promotional marketing on Ink's Middle of the Map Fest, The Kansas City Star and Ink's social media platforms
- Logo included on mobile site or app
- Logo included on (1) email blast sent to 60,000 people
- Logo included in local and national PR outreach
- Logo included in preview video filmed and released prior to the Forum

Branding at event and tickets to event:

- (8) tickets to the Forum
- Opportunity to provide flyers/brochures at The Forum

Additional advertising:

- (1) 1/2 page ad in the section for the Forum in Ink magazine
- (1) 1/2 page ad in the section for the Forum in The Star

The undersigned agrees to the terms & conditions as shown on the back of the contract.

Name and Title, Sponsor

Name and Title, INK representative

Signature/Date

Signature/Date

Additional Contract Conditions

1. Subject to the rate revision provisions paragraph (4) below, the Company agrees to sell and the Advertiser agrees to purchase advertising space at the regular published rate and terms in effect at the time the advertisement is published.
2. This agreement specifically incorporates by reference all the rates, terms and conditions contained in Company's regularly published rate schedule except insofar as they mad inconsistent with the provisions herein.
3. If, after the completion of the contract period, the Advertiser shall have purchased more or less space then agreed to in paragraph (1) above, to the extent that a different rate would be applicable, Advertiser's rate for all space purchased during the contract period shall be reduced or increased to the appropriate rate and the Advertiser shall pay, or receive credit for the difference provided, however, that if a separate contract is not signed, rebates on that portion of the Advertiser's linage would not be made.
4. The Company may revise the advertising rate schedule at any time upon (30) days written notice to the Advertiser and the Advertiser may cancel this contract at any time new rates are made effective by giving written notice to the Company (15) days prior to the effective date of the rate adjustment. If the contract is canceled by the Advertiser as provided in this paragraph, all space run during the current period of the contract will be billed at the open or earned contract rate, whichever is applicable.
5. The Advertiser agrees to either pay for advertisements when ordered or establish credit with the company and make full payment upon receipt of Company's invoice/statement and, in the event that the Advertiser fails to make timely payments, Company may reject advertising copy and/pr immediately cancel this contract, and the Advertiser agrees to indemnify Company for all expenses incurred in connection with the collection of amounts payable under this contract, including collection fees, attorney's fees, and court costs. All payments will be made according to The Kansas City Star standard terms, Net 30 days of billing date. If this contract is canceled due to Advertiser's failure to make timely payments, Company may re-bill the Advertiser for a new outstanding balance due based on the total amount of spaced purchased during the term of this contract at either the open or earned rate, whichever is applicable. Advertiser and Company agree that any contractual disagreement shall be governed by the laws of the state of Missouri and any litigation arising out of this agreement shall be held in Jackson County, Missouri.
6. Advertiser agrees to indemnify Company against any and all liabilities and expenses, including payment of judgments, attorney's fees and costs, arising from any and all claims involving the contents of advertisements published pursuant to this contract.
7. The Company may, at its sole discretion, edit, classify, reject or cancel any advertising copy at any time.
8. Non assignable. This agreement is not assignable by Company, and the rights, duties and obligations created herein may not be transferred to a third party in any manner or by any means, including but not limited to, the sale of all or substantially all of the assets, a stock sale, a merger or any other business combination, or change in control of Company and any attempt to assign this agreement or the rights, duties or obligations under this agreement will be void and of no legal effect.
9. This contract contains the entire agreement between Advertiser and Company and may not be modified except in writing signed by both parties hereto.
10. All contracts signed for a magazine published by Grand Communications, a division of **The Kansas City Star**, are separate from any and all additional contracts signed with **The Kansas City Star** or any of its other related divisions.

Initial: _____ Date: _____
updated 12-2