

AGREEMENT

Res. 18521

THIS AGREEMENT, made and entered into on this 16th day of June, 2014, by and between **JACKSON COUNTY, MISSOURI**, hereinafter called "the County" and **MEREDITH CORPORATION d/b/a/ KCTV 5**, hereinafter called "Meredith."

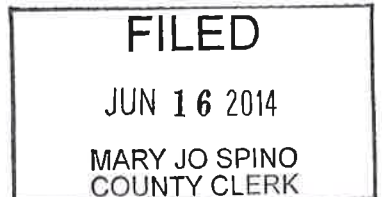
WITNESSETH:

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 \$10,000.00 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 1, 2014, and expire on October 31, 2014, 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.

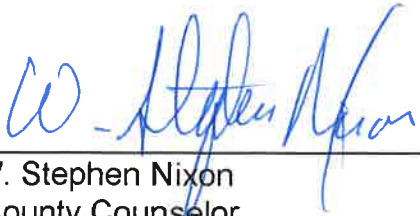
8. Conflict of Interest. Meredith warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this contract.


(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
County Counselor

By 
Q. Troy Thomas
Director of Finance and Purchasing

ATTEST:


MEREDITH CORPORATION d/b/a
KCTV 5


Mary Jo Spind
Clerk of the Legislature

By 
Federal Tax ID No. 42-0410230

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 \$10,000.00 which is hereby authorized.


Date


Director of Finance and Purchasing
Account No. 003-1601-56210
16012014006



Jackson County Parks and Rec 2014 TV Campaign

Jackson County Parks and Rec 2014 TV Campaign

Author: Verda Salberg

KSMO TV

To: **Jackson County Parks & Rec**
 Agency: **JACKSON COUNTY PARKS & REC**
 Advertiser: **JACKSON COUNTY PARKS & REC**
 Product:

Author: **Verda Salberg**
 Salesperson: **Verda Salberg**
 Station: **KCTV**
 Office:

EXHIBIT A

Estimate #: _____
 Plan Dates: **6/10/2014 - 10/5/2014**
 Headline #: **15013**

Phone #: _____
 Email: **verda.salberg@kctv5.com**
 Fax #: _____
 Demo: _____

DMA P25-54 D. RTG, DMA P25-54 D.000

Flight Name: **Flight 1** Start Week: **6/10/2014** End Week: **7/21/2014** Default Book: **2Q14 ESTIMATE**

Station	Time	Days	Program Name	Length	Rate	JN	JN	JN	JN	JL	JL	JL	#	Total	P25-54 RTG
KCTV	6:00a-7:00a	Mo-Fr	KCTV-MRN-6A	:30	\$220.00	1	1	1	-	-	-	-	3	\$660.00	1.2
KCTV	6:00a-7:00a	Mo-Fr	KCTV-MRN-6A	:30	\$190.00	-	-	-	1	-	-	-	1	\$190.00	1.2
KCTV	6:00a-7:00a	Mo-Fr	KCTV-MRN-6A	:30	\$200.00	-	-	-	-	1	-	-	3	\$600.00	1.2
KCTV	7:00a-9:00a	Mo-Fr	CBS THIS MORNING	:30	\$140.00	2	2	2	-	-	-	-	6	\$840.00	1.0
KCTV	7:00a-9:00a	Mo-Fr	CBS THIS MORNING	:30	\$120.00	-	-	-	2	-	-	-	2	\$240.00	1.0
KCTV	7:00a-9:00a	Mo-Fr	CBS THIS MORNING	:30	\$130.00	-	-	-	-	2	-	-	6	\$780.00	1.0
KCTV	4:00p-6:30p	Mo-Fr	KCTV5 NWS AT 4-6:30P	:30	\$225.00	1	1	1	1	1	1	1	7	\$1,575.00	1.9
KCTV	11:57p-12:37a	Mo-Fr	LT-FERGUSN-CBS 1137P	:30	\$35.00	-	-	-	1	-	-	-	1	\$35.00	0.4
KCTV	9:30a-11:30a	Sun	KCTV-MRN-SUN	:30	\$240.00	1	-	-	-	1	-	-	1	\$1,200.00	2.2
KCTV	9:30a-11:30a	Sun	KCTV-MRN-SUN	:30	\$300.00	1	1	1	1	1	1	1	2	\$600.00	2.2
FLIGHT TOTALS														\$6,720.00	51.5

Handwritten: CBS Saturday Morning 8-9:30 am

Handwritten calculations:
 10,000
 12,000
 22,000

P25-54 GPP	P25-54 IMPR	P25-54 CPM
\$183,333	11.5	\$19.15
\$158,333	11.5	\$16.53
\$166,677	11.5	\$17.40
\$140,000	9.8	\$14.34
\$120,000	9.8	\$12.29
\$130,000	9.8	\$13.31
\$118,422	18.1	\$12.45
\$87.50	3.4	\$10.19
\$109,099	20.7	\$11.59
\$136,388	20.7	\$14.49
\$130,499	492.0	\$13.66



KSMO tv

Jackson County Parks and Rec 2014 TV Campaign

To: Jackson County Parks & Rec
 Agency: JACKSON COUNTY PARKS & REC
 Advertiser: JACKSON COUNTY PARKS & REC
 Product:
 Estimate #:
 Plan Dates: 6/10/2014 - 10/5/2014
 Headline #: 15013

Author: Verda Salberg
 Salesperson: Verda Salberg
 Station: KCTV
 Office:
 Phone #: 913-677-7119
 Email: verda.salberg@kctv5.com
 Fax #:
 Demo:

Author: Verda Salberg
 DMA P25-54 D. RTG, DMA P25-54 D.000

Flight Name: Flight 2 Start Week: 8/25/2014 End Week: 8/25/2014 Default Book: 3Q14 ESTIMATE

Station	Time	Days	Program Name	Length	Rate	AU	#	Total	P25-54 RTG	P25-54 CPP	P25-54 IMPR
KCTV	6:00a-7:00a	Mo-Fr	KCTV-MRN-SA	:30	\$220.00	1	1	\$220.00	1.0	\$220.00	9.1
KCTV	7:00a-9:00a	Mo-Fr	CBS THS MORNING	:30	\$140.00	2	2	\$280.00	0.8	\$175.00	7.8
KCTV	4:00p-6:30p	Mo-Fr	KCTV5 NWS AT 4-6:30P	:30	\$225.00	2	2	\$450.00	1.0	\$225.00	9.7
KCTV	8:00a-10:00a	Sat	KCTV-MRN-SAT	:30	\$165.00	1	1	\$165.00	1.3	\$126.92	11.9
FLIGHT TOTALS							6	\$1,115.00	5.9	\$189.98	56.0

P25-54
CPM
\$24.30
\$17.92
\$23.16
\$13.84
\$19.90

Jackson County Parks and Rec 2014 TV Campaign

Author: Verda Salberg



ksmo tv

Jackson County Parks and Rec 2014 TV Campaign

Author: **Verda Salberg**

Salesperson: Verda Salberg

Station: KCTV

Office:

Phone #:

Email:

Fax #:

Demo:

913-677-7119

verda.salberg@kctv5.com

DMA P25-54 D.RTG, DMA P25-54 D.000

To: **JACKSON COUNTY PARKS & REC**
 Agency: **JACKSON COUNTY PARKS & REC**
 Advertiser: **JACKSON COUNTY PARKS & REC**
 Product:
 Estimate #:
 Plan Dates: **6/10/2014 - 10/5/2014**
 Headline #: **15013**

Flight Name: **Flight 3** Start Week: **9/8/2014** End Week: **9/15/2014** Default Book: **3Q14 ESTIMATE**

Station	Time	Days	Program Name	Length	Rate	SE	SE	#	Total	P25-54 RTG	P25-54 CPP	P25-54 IMPR
KCTV	6:00a-7:00a	Mo-Fr	KCTV-MRN-5A	:30	\$220.00	1	1	2	\$440.00	1.0	\$220.00	9.1
KCTV	7:00a-9:00a	Mo-Fr	CBS THS MORNING	:30	\$140.00	1	1	2	\$280.00	0.8	\$175.00	7.8
KCTV	4:00p-6:30p	Mo-Fr	KCTV5 NWS AT 4-6:30P	:30	\$225.00	1	1	2	\$450.00	1.0	\$225.00	9.7
KCTV	10:00a-11:00a	Sun	EL PRICE CHPR GMDY SHO	:30	\$500.00	1	-	1	\$500.00	4.0	\$125.00	37.8
FLIGHT TOTALS						4	3	7	\$1,670.00	9.6	\$173.96	91.0

P25-54
CPM
\$24.30
\$17.92
\$23.16
\$13.22
\$18.36



KSMO TV

Jackson County Parks and Rec 2014 TV Campaign
 No: _____
 Agency: JACKSON COUNTY PARKS & REC
 Advertiser: JACKSON COUNTY PARKS & REC
 Product: _____
 Estimate #: _____
 Plan Dates: 6/10/2014 - 10/5/2014
 Headline #: 15013

Author: Verda Salberg
 Salesperson: Verda Salberg
 Station: KCTV
 Office: _____
 Phone #: 913-677-7119
 Email: verda.salberg@kctv5.com
 Fax #: _____
 Demo: _____
 DMA P25-54 D.RTG, DMA P25-54 D.000

Flight Name: Flight 4 Start Week: 9/29/2014 End Week: 9/29/2014 Default Book: 4Q14 ESTIMATE

Station	Time	Days	Program Name	Length	Rate	SE	#	Total	P25-54 RTG	P25-54 CPP	P25-54 IMPR
KCTV	7:00a-9:00a	Mo-Fr	CBS THS MORNING	:30	\$130.00	29	2	\$260.00	0.9	\$144.44	8.2
KCTV	4:00p-6:30p	Mo-Fr	KCTV5 NWS AT 4-6:30p	:30	\$235.00	1	1	\$235.00	1.7	\$138.24	18.0
FLIGHT TOTALS							3	\$495.00	3.5	\$141.43	32.5



KSMO-TV

Jackson County Parks and Rec 2014 TV Campaign

Campaign: 15013
 Schedule Date: 6/10/2014 - 10/5/2014
 Advertiser: JACKSON COUNTY PARKS & REC
 Agency: JACKSON COUNTY PARKS & REC
 Spot Length(s): :30
 Market: KANSAS CITY [31]
 Book: 2014 ESTIMATE

Jackson County Parks and Rec 2014 TV Campaign

Author: Verda Salberg

General Summary (DMA P25-54 D.RTG)										
Name	Spots	Cost	GRPs	Grimps	CPP	CPM	Reach	Freq	Net Reach	Population
KCTV	52	\$10,000.00	70.5	671,469	\$141.84	\$14.89	28.2	2.5	266,585	944,048