

AGREEMENT

Res. 17261

*RGK
6/29/10*

THIS AGREEMENT, made and entered into on this 29 day of June, 2010, 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 production, marketing, and 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 production, marketing, and air time for marketing purposes as more fully set out in the 2010 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

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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 exceed \$14,555.00 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. 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.

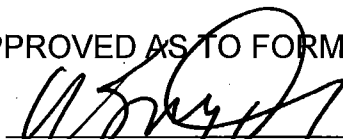
7. Incorporation. This Agreement incorporates the entire understanding and agreement of the parties.

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.

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

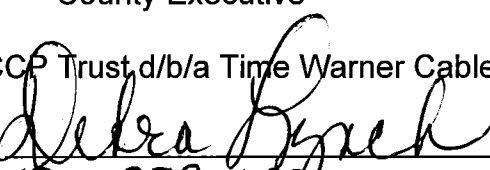
ATTEST:

By


Mary Jo Spino, Clerk of Legislature

KCCP Trust, d/b/a Time Warner Cable

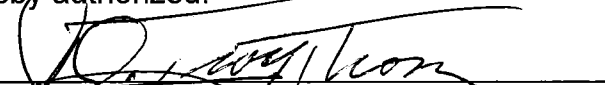
By


13 3790433
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 \$14,555.00 which is hereby authorized.


Date


Director of Finance and Purchasing
Account No. 0031601 56210

16012016002

Jackson Co P & R Plan A 2010 (R)

Kansas City SBK May09-Sep09 C-DMA Nielsen CBL #



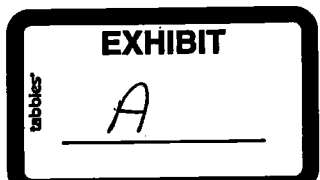
Client: Jackson County Parks and Rec
 Buyer: Angie Jeffries
 Advertiser: JACKSON CO PARKS & RECREATION
 Product: Entertainment - Parks
 Sched Dates: 5/24/10 - 9/5/10

Length: 30
 Dayparts: RT
 AE: Kristi Goodloe
 Asst: Joanne Blackwell (816) 222-5609
 Phone: (816) 222-5428
 Fax: (816) 358-0445
 Email: kristi.goodloe@jwcable.com

All-Weeks Avrg

Line #	Description	Rate	Unit	WK 1 - WK 15		WK 1 5/24 10	WK 3 6/7 10	WK 4 6/14 10	WK 6 6/28 10	WK 8 7/12 10	WK 9 7/19 10	WK 10 7/26 10	WK 11 8/2 10	WK 13 8/16 10	WK 15 8/30 10
				Rtg	Reh										
3961	Time Warner/Central Zone	\$8650.00	350	0.7	73.5%	3.5	0.4	47.2%	2.8						
	FAM -TV	\$320.00	70	0.3	9.9%	2.3	0.1	4.0%	2.3						
	M-F 3p-7p	\$6.00	50	x0.3	7.5%	2.1	0.1	2.8%	2.1						
	M-Su 12:01a-11:59p	\$1.00	20	x0.4	5.7%	1.3	0.2	2.6%	1.3						
	BRVO-TV	\$1520.00	70	0.7	19.2%	2.4	0.3	9.0%	2.4						
	W-Su 5p-12m	\$30.00	50	x0.8	17.6%	2.2	0.4	8.2%	2.2						
	M-Su 12:01a-11:59p	\$1.00	20	x0.4	5.9%	1.5	0.2	2.8%	1.5						
	HGTV-TV	\$1920.00	70	0.8	22.6%	2.5	0.3	10.0%	2.4						
	W-Su 5p-12m	\$38.00	50	x0.9	20.5%	2.2	0.4	9.2%	2.2						
	M-Su 12:01a-11:59p	\$1.00	20	x0.6	7.7%	1.5	0.2	3.2%	1.5						
	LIF -TV	\$1870.00	70	0.8	24.4%	2.2	0.2	7.3%	2.2						
	W-Su 5p-12m	\$37.00	50	x0.9	22.1%	2.0	0.3	6.6%	2.0						
	M-Su 12:01a-11:59p	\$1.00	20	x0.5	7.7%	1.4	0.2	2.3%	1.4						
	USA -TV	\$3020.00	70	1.2	36.1%	2.2	0.9	27.3%	2.2						
	W-Su 5p-12m	\$60.00	50	x1.3	33.2%	2.0	1.0	25.1%	2.0						
	M-Su 12:01a-11:59p	\$1.00	20	x0.7	10.0%	1.4	0.6	7.8%	1.4						
	5963, TWM- Comcast/Eastern Jackson Ont	\$5905.00	376	0.7	72.3%	3.8	0.4	48.3%	3.1						
	FAM -TV	\$320.00	70	0.3	9.4%	2.3	0.1	3.8%	2.3						
	M-F 3p-7p	\$6.00	50	x0.3	7.1%	2.1	0.1	2.6%	2.1						
	M-Su 12:01a-11:59p	\$1.00	20	x0.4	5.4%	1.3	0.2	2.5%	1.3						
	BRVO-TV	\$770.00	70	0.6	18.2%	2.4	0.3	8.4%	2.4						

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Line	Description	Rate	Unit	WK 1 - WK 15				WK 1 5/24 '10	WK 3 6/7 '10	WK 4 6/14 '10	WK 6 6/28 '10	WK 8 7/12 '10	WK 9 7/19 '10	WK 10 7/26 '10	WK 11 8/2/10 '10	WK 13 8/16 '10	WK 15 8/30 '10
				Women 25-49		Men 25-49											
				Rtg	Ch	Freq	Rtg										
1	W-Su 5p-12m	\$15.00	50	*0.7	16.7%	2.2	0.3	7.7%	2.2	5	5	5	5	5	5	5	5
2	M-Su 12:01a-11:59p	\$1.00	20	*0.4	5.5%	1.5	0.2	2.6%	1.5	2	2	2	2	2	2	2	2
3	FOOD-TV	\$1820.00	80	0.8	22.7%	2.7	0.4	13.3%	2.7	8	8	8	8	8	8	8	8
4	W-Su 5p-12m	\$25.00	60	*0.8	20.9%	2.4	0.5	12.3%	2.4	6	6	6	6	6	6	6	6
5	M-Su 12:01a-11:59p	\$1.00	20	*0.5	7.4%	1.5	0.3	4.1%	1.5	2	2	2	2	2	2	2	2
6	LIF -TV	\$1292.00	73	0.7	23.6%	2.3	0.2	7.0%	2.3	8	8	8	8	8	8	8	8
7	W-Su 5p-12m	\$24.00	53	*0.8	21.5%	2.0	0.2	6.4%	2.0	6	6	6	6	6	6	6	6
8	M-Su 12:01a-11:59p	\$1.00	20	*0.5	7.3%	1.4	0.2	2.2%	1.4	2	2	2	2	2	2	2	2
9	USA-TV	\$2003.00	83	1.1	36.9%	2.5	0.8	27.7%	2.5	9	9	9	9	9	9	9	9
10	W-Su 5p-12m	\$33.00	60	*1.3	34.2%	2.2	0.9	25.6%	2.2	6	6	6	6	6	6	6	6
11	M-Su 12:01a-11:59p	\$1.00	23	*0.7	10.4%	1.5	0.5	8.0%	1.5	3	3	3	3	3	3	3	3
Total		\$14555.00	726	0.4	73.0%	3.6	0.2	47.8%	2.9	74	74	74	72	72	72	72	72

Broadcast Month Costs - Grand Total

Month	Gross Cost	Total Units
05/2010	\$1,473	74
06/2010	\$2,946	148
07/2010	\$4,344	216
08/2010	\$4,344	216
09/2010	\$1,448	72
Total	\$14,555	726

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Adjustments: Network Insertability and Network Carriage have been factored into calculations.
 Kansas City SBK May09-Sep09 C-DMA Nielsen CBI #
 Cable Zones: TIME WARNER CABLE, Time Warner/Central Zone
 Kansas City SBK May09-Sep09 C-DMA Nielsen CBI #
 Cable Zones: COMCAST, TVComcast/Eastern Jackson, Cnt

* Estimate Information indicated has been supplied by the user.

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:

Michele Newman
 Michele Newman, Director
 Jackson County Parks & Recreation

Date

4-8-10

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