

**AGREEMENT**

Res. 17261

THIS AGREEMENT, made and entered into on this 23<sup>rd</sup> day of June, 2010, 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 production, marketing, and 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 television production, marketing, and 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

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JUL 02 2010

exceed \$10,220.00 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. 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.

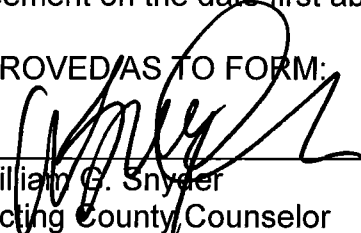
6. Severability. If any covenant or other provision of this Agreement is invalid, or incapable of being enforced, by reasons of any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect and no covenant or provision shall 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.

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

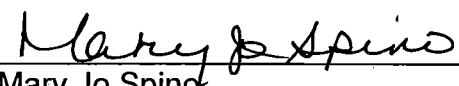
APPROVED AS TO FORM:

By   
William G. Snyder  
Acting County Counselor


JACKSON COUNTY, MISSOURI

By   
Michael D. Sanders  
County Executive

ATTEST:

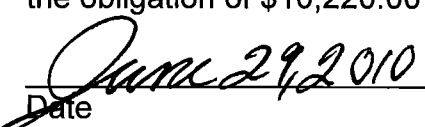
  
Mary Jo Spino  
Clerk of the Legislature


MEREDITH CORPORATION d/b/a KCTV 5

By   
42-0410230  
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 \$10,220.00 which is hereby authorized.

  
Date

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



**KCTV5**  
 FEIN: 42-0410230  
 4500 Shawnee Mission Pkwy  
 Fairway, KS 66205  
 (913)677-5555

www.KCTV5.com  
 www.kctv5.com

# CONTRACT

<u>Contract / Revision</u> 381844 /		<u>Alt Order #</u>
<u>Product</u> MAY FLIGHT		
<u>Contract Dates</u> 05/24/10 - 05/30/10		<u>Estimate #</u>
<u>Advertiser</u> Jackson County Parks & Rec		<u>Original Date / Revision</u> 04/05/10 / 04/05/10
<u>Billing Cycle</u> EOM/EOC	<u>Billing Calendar</u> Broadcast	<u>Cash/Trade</u> Cash
<u>Station</u> KCTV	<u>Account Executive</u> Tom Schulte	<u>Sales Office</u> KCTV Local
<u>Special Handling</u>		
<u>Demographic</u> Adults 25-54		
<u>IDB#</u>	<u>Advertiser Code</u>	<u>Product Code</u>
<u>Agency Ref</u>	<u>Advertiser Ref</u>	

And:

Jackson County Parks & Rec  
 Attn: Amy Coffer  
 22807 Woods Chapel  
 Blue Spring, MO 64015

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/Week	Rate	Type	Totals Spots Amount	
N 1	KCTV	05/24/10	05/30/10	More in the Morning 6A	6-7am		:30			NM	1	\$220.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		05/24/10	05/30/10	MTWTF--				1	\$220.00			
N 2	KCTV	05/24/10	05/30/10	CBS Soaps	1230-3pm		:30			NM	1	\$110.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		05/24/10	05/30/10	MTWTF--				1	\$110.00			
N 3	KCTV	05/24/10	05/30/10	Ellen	3-4pm		:30			NM	1	\$170.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		05/24/10	05/30/10	MTWTF--				1	\$170.00			
N 4	KCTV	05/24/10	05/30/10	Letterman	1035-1137pm		:30			NM	1	\$180.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		05/24/10	05/30/10	MTWTF--				1	\$180.00			
<b>Totals</b>											<b>4</b>	<b>\$680.00</b>

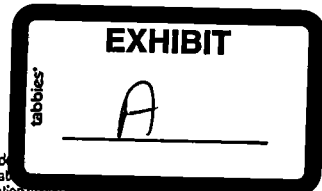
Time Period	# of Spots	Gross Amount	Net Amount
04/26/10 - 05/28/10	4	\$680.00	\$680.00
<b>Totals</b>	<b>4</b>	<b>\$680.00</b>	<b>\$680.00</b>

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



(\* 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 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 assumes no liability for advertiser's failure to pay bills rendered by station. Station's terms and conditions, including but not limited to, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Two week advance cancellation notice is required unless otherwise specified.



**KCTV5**  
 FEIN: 42-0410230  
 4500 Shawnee Mission Pkwy  
 Fairway, KS 66205  
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# CONTRACT

<b>Contract / Revision</b> 361847 /		<b>Alt Order #</b>
<b>Product</b> JUNE FLIGHT		
<b>Contract Dates</b> 06/07/10 - 06/27/10		<b>Estimate #</b>
<b>Advertiser</b> Jackson County Parks & Rec		<b>Original Date / Revision</b> 04/05/10 / 04/05/10
<b>Billing Cycle</b> EOM/EOC	<b>Billing Calendar</b> Broadcast	<b>Cash/Trade</b> Cash
<b>Station</b> KCTV	<b>Account Executive</b> Tom Schulte	<b>Sales Office</b> KCTV Local
<b>Special Handling</b>		
<b>Demographic</b> Adults 25-54		
<b>IDB#</b>	<b>Advertiser Code</b>	<b>Product Code</b>
<b>Agency Ref</b>	<b>Advertiser Ref</b>	

And:

Jackson County Parks & Rec  
 Attn: Amy Coffey  
 22807 Woods Chapel  
 Blue Spring, MO 64015

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/Week	Rate	Type	Totals Spots Amount	
N 1	KCTV	06/07/10	06/27/10	More in the Morning 6A	6-7am		:30			NM	3	\$660.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
	Week:	06/07/10	06/13/10	MTWTF--				1	\$220.00			
	Week:	06/14/10	06/20/10	MTWTF--				1	\$220.00			
	Week:	06/21/10	06/27/10	MTWTF--				1	\$220.00			
N 2	KCTV	06/07/10	06/27/10	CBS Soaps	1230-3pm		:30			NM	3	\$330.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
	Week:	06/07/10	06/13/10	MTWTF--				1	\$110.00			
	Week:	06/14/10	06/20/10	MTWTF--				1	\$110.00			
	Week:	06/21/10	06/27/10	MTWTF--				1	\$110.00			
N 3	KCTV	06/07/10	06/27/10	Ellen	3-4pm		:30			NM	3	\$510.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
	Week:	06/07/10	06/13/10	MTWTF--				1	\$170.00			
	Week:	06/14/10	06/20/10	MTWTF--				1	\$170.00			
	Week:	06/21/10	06/27/10	MTWTF--				1	\$170.00			
N 4	KCTV	06/07/10	06/27/10	Letterman	1035-1137pm		:30			NM	3	\$540.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
	Week:	06/07/10	06/13/10	MTWTF--				1	\$180.00			
	Week:	06/14/10	06/20/10	MTWTF--				1	\$180.00			
	Week:	06/21/10	06/27/10	MTWTF--				1	\$180.00			
<b>Totals</b>											12	\$2,040.00

Time Period	# of Spots	Gross Amount	Net Amount
05/31/10 - 06/25/10	12	\$2,040.00	\$2,040.00
<b>Totals</b>	12	\$2,040.00	\$2,040.00

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*  
 Michelle Newman, Director  
 Jackson County Parks & Recreation

Date 4-8-10

(\* 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 contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Two week advance cancellation notice is required unless otherwise specified.



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**CONTRACT**

<b>Contract / Revision</b> 361851 /		<b>Alt Order #</b>
<b>Product</b> JULY FLIGHT		
<b>Contract Dates</b> 07/05/10 - 07/30/10		<b>Estimate #</b>
<b>Advertiser</b> Jackson County Parks & Rec		<b>Original Date / Revision</b> 04/08/10 / 04/08/10
<b>Billing Cycle</b> EOM/EOC	<b>Billing Calendar</b> Broadcast	<b>Cash/Trade</b> Cash
<b>Station</b> KCTV	<b>Account Executive</b> Tom Schulte	<b>Sales Office</b> KCTV Local
<b>Special Handling</b>		
<b>Demographic</b> Adults 25-54		
<b>IDB#</b>	<b>Advertiser Code</b>	<b>Product Code</b>
<b>Agency Ref</b>	<b>Advertiser Ref</b>	

And:

Jackson County Parks & Rec  
 Attn: Amy Coffey  
 22807 Woods Chapel  
 Blue Spring, MO 64015

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/Week	Rate	Type	Spots	Amount
1	KCTV	07/05/10	07/30/10	More in the Morning 6A	6-7am		:30			NM	5	\$1,100.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
	Week:	07/05/10	07/11/10	MTWTF--				1	\$220.00			
	Week:	07/12/10	07/18/10	MTWTF--				1	\$220.00			
	Week:	07/19/10	07/25/10	MTWTF--				2	\$220.00			
	Week:	07/26/10	08/01/10	MTWTF--				1	\$220.00			
2	KCTV	07/05/10	07/30/10	CBS Soaps	1230-3pm		:30			NM	5	\$550.00
	Week:	07/05/10	07/11/10	MTWTF--				1	\$110.00			
	Week:	07/12/10	07/18/10	MTWTF--				1	\$110.00			
	Week:	07/19/10	07/25/10	MTWTF--				2	\$110.00			
	Week:	07/26/10	08/01/10	MTWTF--				1	\$110.00			
E 3	KCTV	07/05/10	07/30/10	Ellen	3-4pm		:30			NM	8	\$1,380.00
	Week:	07/05/10	07/11/10	MTWTF--				1	\$170.00			
	Week:	07/12/10	07/18/10	MTWTF--				4	\$170.00			
	Week:	07/19/10	07/25/10	MTWTF--				2	\$170.00			
	Week:	07/26/10	08/01/10	MTWTF--				1	\$170.00			
4	KCTV	07/05/10	07/30/10	Latterman	1035-1137pm		:30			NM	7	\$1,260.00
	Week:	07/05/10	07/11/10	MTWTF--				1	\$180.00			
	Week:	07/12/10	07/18/10	MTWTF--				3	\$180.00			
	Week:	07/19/10	07/25/10	MTWTF--				2	\$180.00			
	Week:	07/26/10	08/01/10	MTWTF--				1	\$180.00			
<b>Totals</b>											25	\$4,270.00

Time Period	# of Spots	Gross Amount	Net Amount
06/28/10 - 07/25/10	21	\$3,590.00	\$3,590.00
07/26/10 - 07/30/10	4	\$680.00	\$680.00
<b>Totals</b>	25	\$4,270.00	\$4,270.00

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Approved by:

*Michele Newman* Date 4-8-10  
 Michele Newman, Director  
 Jackson County Parks & Recreation

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# CONTRACT

<u>Contract / Revision</u> 361854 /		<u>Alt Order #</u>
<u>Product</u> AUGUST FLIGHT		
<u>Contract Dates</u> 08/02/10 - 08/29/10	<u>Estimate #</u>	
<u>Advertiser</u> Jackson County Parks & Rec		<u>Original Date / Revision</u> 04/08/10 / 04/08/10
<u>Billing Cycle</u> EOM/EOC	<u>Billing Calendar</u> Broadcast	<u>Cash/Trade</u> Cash
<u>Station</u> KCTV	<u>Account Executive</u> Tom Schulle	<u>Sales Office</u> KCTV Local
<u>Special Handling</u>		
<u>Demographic</u> Adults 25-54		
<u>IDB#</u>	<u>Advertiser Code</u>	<u>Product Code</u>
<u>Agency Ref</u>	<u>Advertiser Ref</u>	

And:

Jackson County Parks & Rec  
 Attn: Amy Coffey  
 22807 Woods Chapel  
 Blue Spring, MO 64015

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/Week	Rate	Type	Totals Spots Amount	
1	KCTV	08/02/10	08/29/10	More in the Morning 6A	6-7am		:30			NM	6	\$1,140.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
	Week:	08/02/10	08/08/10	MTWTF--				2	\$190.00			
	Week:	08/09/10	08/15/10	MTWTF--				2	\$190.00			
	Week:	08/16/10	08/22/10	MTWTF--				2	\$190.00			
	Week:	08/23/10	08/29/10	-----				0	\$0.00			
E 2	KCTV	08/02/10	08/29/10	CBS Soaps	1230-3pm		:30			NM	4	\$360.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
	Week:	08/02/10	08/08/10	MTWTF--				2	\$90.00			
	Week:	08/09/10	08/15/10	MTWTF--				1	\$90.00			
	Week:	08/16/10	08/22/10	MTWTF--				1	\$90.00			
	Week:	08/23/10	08/29/10	-----				0	\$0.00			
E 3	KCTV	08/02/10	08/29/10	Ellen	3-4pm		:30			NM	4	\$560.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
	Week:	08/02/10	08/08/10	MTWTF--				2	\$140.00			
	Week:	08/09/10	08/15/10	MTWTF--				1	\$140.00			
	Week:	08/16/10	08/22/10	MTWTF--				1	\$140.00			
	Week:	08/23/10	08/29/10	-----				0	\$0.00			
E 4	KCTV	08/02/10	08/29/10	Letterman	1035-1137pm		:30			NM	4	\$600.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
	Week:	08/02/10	08/08/10	MTWTF--				2	\$150.00			
	Week:	08/09/10	08/15/10	MTWTF--				1	\$150.00			
	Week:	08/16/10	08/22/10	MTWTF--				1	\$150.00			
	Week:	08/23/10	08/29/10	-----				0	\$0.00			
<b>Totals</b>											18	\$2,660.00

Time Period	# of Spots	Gross Amount	Net Amount
07/26/10 - 08/20/10	18	\$2,660.00	\$2,660.00
<b>Totals</b>	18	\$2,660.00	\$2,660.00

All-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* Date 4-8-10

Michele Newman, Director  
 Jackson County Parks & Recreation

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# CONTRACT

<b>Contract / Revision</b> 361855 /		<b>Alt Order #</b>
<b>Product</b> SEPTEMBER FLIGHT		
<b>Contract Dates</b> 09/08/10 - 09/19/10		<b>Estimate #</b>
<b>Advertiser</b> Jackson County Parks & Rec		<b>Original Date / Revision</b> 04/08/10 / 04/08/10
<b>Billing Cycle</b> EOM/EOC	<b>Billing Calendar</b> Broadcast	<b>Cash/Trade</b> Cash
<b>Station</b> KCTV	<b>Account Executive</b> Tom Schulte	<b>Sales Office</b> KCTV Local
<b>Special Handling</b>		
<b>Demographic</b> Adults 25-54		
<b>IDB#</b>	<b>Advertiser Code</b>	<b>Product Code</b>
<b>Agency Ref</b>	<b>Advertiser Ref</b>	

And:

Jackson County Parks & Rec  
 Attn: Amy Coffey  
 22807 Woods Chapel  
 Blue Spring, MO 64015

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/Week	Rate	Type	Totals Spots Amount	
E 1	KCTV	09/08/10	09/19/10	More In the Morning 6A	6-7am		:30			NM	1	\$190.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
	Week:	09/06/10	09/12/10	MTWTF--				1	\$190.00			
	Week:	09/13/10	09/19/10	-----				0	\$0.00			
E 2	KCTV	09/08/10	09/19/10	CBS Soaps	1230-3pm		:30			NM	1	\$90.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
	Week:	09/06/10	09/12/10	MTWTF--				1	\$90.00			
	Week:	09/13/10	09/19/10	-----				0	\$0.00			
E 3	KCTV	09/08/10	09/19/10	Ellen	3-4pm		:30			NM	1	\$140.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
	Week:	09/06/10	09/12/10	MTWTF--				1	\$140.00			
	Week:	09/13/10	09/19/10	-----				0	\$0.00			
E 4	KCTV	09/08/10	09/19/10	Letterman	1035-1137pm		:30			NM	1	\$150.00
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
	Week:	09/06/10	09/12/10	MTWTF--				1	\$150.00			
	Week:	09/13/10	09/19/10	-----				0	\$0.00			
<b>Totals</b>											<b>4</b>	<b>\$570.00</b>

Time Period	# of Spots	Gross Amount	Net Amount
08/30/10 - 09/10/10	4	\$570.00	\$570.00
<b>Totals</b>	<b>4</b>	<b>\$570.00</b>	<b>\$570.00</b>

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*  
 Michelle Newman, Director  
 Jackson County Parks & Recreation

Date: 4-8-10

(\* 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 contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Two week advance cancellation notice is required unless otherwise specified.