

AGREEMENT

Res. 17261

THIS AGREEMENT, made and entered into on this 14 day of June, 2010, by and between **JACKSON COUNTY, MISSOURI**, hereinafter called "the County" and **FOX ENTERTAINMENT GROUP** on behalf of its television station **WDAF-TV**, hereinafter called "WDAF."

WITNESSETH:

WHEREAS, WDAF 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, WDAF 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 WDAF respectively promise, covenant and agree with each other as follows:

1. Duties. WDAF shall provide air time for marketing purposes as more fully set out in the TV Sales Summary, attached hereto as Exhibit A.
2. Independent Contractor. WDAF shall work as an independent contractor and not as an employee of the County. WDAF 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. WDAF 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.

FILED

JUL 22 2010

MARY JO SPINO
COUNTY CLERK

3. Terms for Payment. The County shall pay WDAF a total amount not to exceed \$10,400.00 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. WDAF may terminate this Agreement by giving written notice to the County. The Legislature may terminate this Agreement by giving 30 days written notice to WDAF. Termination of this Agreement shall not constitute a waiver of the rights or obligations which the County or WDAF 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 WDAF to the County within 30 days of the demand of the County.

5. Remedies for Breach. WDAF 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, WDAF 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,

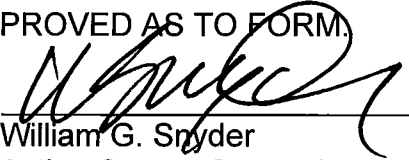
(b) in addition to all of the foregoing, the prevailing party shall be entitled to collect from the breaching party all costs incurred as a result of said breach including reasonable attorney's fees, reasonable accountant's fees, investigation expenses, court costs and sheriff's mileage and service fees without limitation by enumeration.

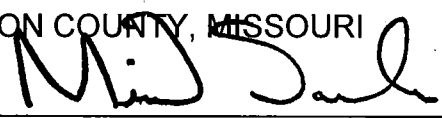
6. Severability. If any covenant or other provision of this Agreement is invalid, or incapable of being enforced, by reasons of any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect and no covenant or provision shall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

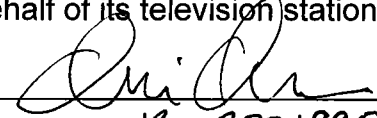
IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement on the date first above written.

APPROVED AS TO FORM.
By 
William G. Snyder
Acting County Counselor

JACKSON COUNTY, MISSOURI
By 
Michael D. Sanders
County Executive

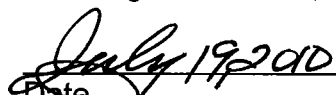
ATTEST:

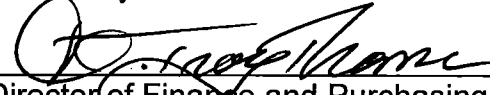
Mary Jo Spino
Clerk of the Legislature

FOX ENTERTAINMENT GROUP
on behalf of its television station WDAF-TV
By 
13-3771990
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 \$10,400.00 which is hereby authorized.


Date


Director of Finance and Purchasing
Account # 003-1601-56210

Jackson Co Parks & Recreation 06/14/10-07/25/10

Agency: Jackson Co Parks &
 Advertiser: Jackson Co Parks &
 Description: 2010 Plan B
 Estimate#:
 Flight(s): 06/14/10-07/25/10
 Hiatus:
 Books:
 Demos: A25-54, W25-49
 Unit Length: 0, :15, :30

Account Executive: Chris Owens
 Station(s): WDAF
 Sales office: Kansas City WDAF
 Phone: (816)932-9180
 Email: chris.owens@wdaftv4.com
 Buyer: Michele Newman
 Phone: (816)881-3000
 Email:



Daypart	Program	Time	Dates	Length	2010							Total	Book(s)	A25-54 Primary	W25-49		
					June 06/14	June 06/21	July 06/28	July 07/05	July 07/12	July 07/19	July 07/26						
WDAF																	
AM	Fox 4 News Morning Show	M-F 7-9 AM	TFN	Units :30	2	2	2	2	2	2	2	2	12	Default	Rtg	Shr	H/P
				CPP	\$225	\$225	\$225	\$225	\$225	\$225	\$225	\$225	\$2,700				
				Units :15	3	3	3	3	3	3	3	3	15				
				CPP	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$125	\$2,250				
DY	Fox 4 News at Noon	M-F 12-1 PM	TFN	Units :30	3	3	3	2	2	2	2	15	Default	Rtg	Shr	H/P	
				CPP	\$80	\$80	\$80	\$80	\$80	\$80	\$80	\$80	\$1,200				
LN	Fox 4 News @ 9pm	M-F 9-10 PM	TFN	Units :30	1	1	1	1	1	1	1	6	Default	Rtg	Shr	H/P	
				CPP	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$1,450				
				Units :15	2	2	2	2	2	2	2	6					
				CPP	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$1,800				
	WDAF Run of Site		TFN	Units NonBroad	1	1	1	1	1	1	1	1	Default	Rtg	Shr	H/P	
				CPP	\$1,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000				
<i>Main Comment: FOX4KC.com Online exposure to be 85,000 impressions over the course of your campaign</i>																	
ON	WDAF ROS	M-Su 4-3:59 AM	06/14/10-07/25/10	Units :30	2	2	2	2	2	2	2	2	Default	Rtg	Shr	H/P	
				CPP	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0				
PROPOSAL SUMMARY					SUMMARY												
					June 06/14	June 06/21	July 06/28	July 07/05	July 07/12	July 07/19	July 07/26	A25-54 (Primary)	W25-49				
				Units	14	12	13	8	10	9	9	67	67				
				Total \$	\$3,185	\$1,685	\$2,165	\$985	\$1,435	\$985	\$985	\$10,400	\$10,400				
				GRPs													
				Reach													
				Frequency													
				Kansas City													

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

