Jackson County Parks + Rec
AUDACY - KANSAS CITY, LLC

MEDIA PARTNERSHIP AGREEMENT

THIS AGREEMENT, made and entered into this 16th day of September, 2021, by and between JACKSON COUNTY, MISSOURI, a political subdivision of the State of Missouri, acting by and through its County Executive (hereinafter called "the County") and Audacy Kansas, LLC City, LLC, operator of radio station KZPT (hereinafter called "KZPT").

WITNESSETH:

WHEREAS, the Country hereby designates KZPT as the Media Partner for Jackson County's Christmas in the Sky ("the Event") at Longview Lake Beach ("the Property"), which will feature a fireworks display synchronized to a 20-minute holiday music soundtrack to air on KZPT, from approximately 7:40 pm – 8:00 pm on Wednesday, November 24, 2021; and

WHEREAS, the County hereby grants to KZPT the opportunity to bring additional exhibitors and vendors to the Event; and

WHEREAS, the County acknowledges the benefits to the success of the Event that a media partner can provide through marketing and promotion of the Event.

IT IS THEREFORE AGREED BETWEEN THE PARTIES AS FOLLOWS:

This Agreement is made and entered into upon the following express covenants and conditions, all and every one of which the parties hereby covenant and agree to keep and perform.

1. **Exhibitors.** KZPT may contract with exhibitors, vendors and concessionaires ("Exhibitors") to occupy portions of the Property during the Event, subject to the County's approval of each Exhibitor, such approval not to be unreasonably withheld, conditioned or delayed Such Exhibitors shall be given time prior to the Event opening on Wednesday, November 24, 2021 to install exhibits, equipment, concessions and related materials for their on-site activities, and all such material shall be removed from said Property on or before 10:00 o'clock p.m. on Wednesday, November 24, 2021. In the event the Property is not vacated by KZPT and the Exhibitors on the above named date and time, then the County shall be, and is hereby authorized upon notice to KZPT to remove from the Property, at the expense of KZPT, all goods, wares, merchandise, and property of any and all kinds and description which may be then occupying the portions of said Property on which the term of license has expired, and the County shall not be liable for any damages or loss to such goods, wares, merchandise, or other property which may be sustained, either by reason of such removal or the place to which it may be removed, and the County is hereby expressly released from any and all claims for damages of whatever kind or nature, except to the extent caused by the gross negligence or willful misconduct of the County.

2. **Structures Allowed and Removal of Structures.** The County gives its permission for the temporary placement of tents or booths by KZPT and its Exhibitors. The locations of these structures are to be pre-approved by the County. Any expense for said tents and booths shall be borne by KZPT or the Exhibitors and any damage to said Property, caused by the placement or removal thereof by KZPT or any Contractor shall be paid by the party causing such damage. The County gives its approval to install such structures which shall include, but not be limited to, those listed in Paragraphs a-b below. KZPT and/or Exhibitors may begin installation on Tuesday, November 23, 2021. KZPT must submit to the County a list

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of all participating Exhibitors by Friday, November 12, 2021. Electricity is not provided. Power to individual tents is to be provided by KZPT or the Exhibitor. Given that this Event will continue after dark, Jackson County Parks + Rec will be responsible for the lighting of the Property with no less than eight to ten sets of light plants.

a. KZPT may erect staging, hospitality tents and canopies on the Property. The number and exact location of such tents to be installed is subject to approval by the County.
b. KZPT has permission to use a public address system to make announcements regarding the event and, as area will contain music entertainment, speaker systems for this purpose are allowed as well.

3. **Fireworks and Fire Suppression.** KZPT shall contract J&M Displays, Inc. of Yarmouth, IA, to provide at the Event an eighteen-minute fireworks program choreographed to a sound track airing on KZPT. The format and features of the program are subject to pre-approval by the County on or before August 31, 2021. KZPT is responsible for arranging for fire suppression through the fireworks provider. Requirements are one fire truck with appropriate number of operators at the Fireworks location (Kansas City Fire Department).

4. **Refuse and Waste Disposal.** The County will provide barrels and or cardboard containers with liners to hold refuse at various locations in the Property area and in the vicinity of concession stands, exhibit areas, spectator areas, parking areas, etc. Jackson County will provide employees to empty barrels, refill liners and police the area for refuse in a timely manner during the Event and clean-up following the Event. Jackson County Parks + Rec shall provide portable toilets (not less than 12) to be located on the Property. KZPT and Exhibitors shall not deposit litter, including oil, grease, gasoline, etc., in the waters of Longview Lake, but shall deposit such litter in containers which the County shall provide at sites established for that purpose.

5. **Emergency Medical Services.** The County shall arrange for emergency medical services. Services shall include one ambulance with two emergency medical technicians stationed on the Property.

6. **Law Observance**. Each of the County and KZPT, and their employees, agents and representatives connected with the Event, shall in the performance of this Agreement abide by, conform to, and comply with all of the applicable laws of the United States and the State of Missouri, and all the applicable City and County ordinances and the rules and regulations of the County for the government and management of the said Property, together with all applicable rules and requirements of the appropriate police and fire departments, and shall not do, nor suffer to be done, anything on the said Property, during the term of this Agreement, in violation of any rules, laws, or ordinances, and, if the attention of KZPT is called to a violation on the part of KZPT or any person employed by KZPT, KZPT shall immediately desist from and correct such violation. Similarly, KZPT shall adhere to the safety requirements of the Event insurer(s).

7. **No Defacement or Destruction of Property and Conservation.** KZPT shall not injure, nor mar, nor in any manner deface said Property, and shall not cause anything to be done whereby the said Property is injured, marred, or defaced in any manner, nor shall KZPT make any alterations of any kind thereon. Furthermore, KZPT shall respect and conserve the plant life and wildlife of the Property. At the conclusion of the Event, KZPT shall repair any damage resulting from a breach in these stipulations or otherwise restore the Property to its condition prior to the Event.

8. **Reserved Rights.** KZPT is specifically granted the right to sell refreshments and other merchandise, to make photographs for its own records, to sell advertising for the Event, to broadcast the Event, and other privileges. KZPT will provide the County with marketing plans and examples of fliers,

posters, and other advertising one month prior to the Event. The County shall approve all advertising and sponsorships of the Event and will not unreasonably withhold approval and will provide approval in a timely manner. Such approval includes the placement of sponsor banners/signs.

9. **Promotion.** Each party shall provide the following Christmas in The Sky promotion and Christmas in The Park promotion at no cost to the other party:

Christmas in the Sky

KZPT to provide promotion to air November 8-24, 2021:

- Live Remote - 3 Hour Broadcast of Christmas in The Sky
- 20-minute holiday music program to be air on KZPT from approximately 7:40 – 8:00 pm on November 24, 2021
- On-Air Interview with a Jackson County Representative at a mutually agreeable time
- Jackson County Parks + Rec will be included in all promotional mentions as the presenting sponsor of Christmas in The Sky
- Promotion of the event thru social media and website
- KZPT and Jackson County will provide co-emcees for stage production at Christmas in The Sky

Jackson County and Jackson County Parks + Rec provide:

- KZPT logo, link and/or tag on makeyourdayhere.com, jacksongov.org, and social media outlets for both Jackson County Parks + Rec and Jackson County, Mo
- Minimum of 75 passes to Beachfront Viewing Party for KZPT associates, clients, and sponsors.
- Minimum of five Beachfront Viewing Party passes and Christmas in the Park gifts for on-air giveaways.
- Opportunity for KZPT to monetize the event through sponsorship, pending approval of Jackson County.

Christmas in The Park

KZPT to provide promotion to air, November 24-December 31, 2021

- Christmas in the Park to be promoted only as a Jackson County Parks + Rec sponsored event.
- Minimum of 60x :30 On-Air promotional announcements
- 100x :30 Promotional announcements on KZPT streaming site (ROS)
- Minimum of 75x live announcements November 24 – December 31
- Christmas In the Park included in homepage web banner at 997thepoint.com
- Image and link on KZPT Event Page at www.997thepoint.com
- Image and link in e-blast to KZPT's VIP Club
- Inclusion on KZPT social media (Facebook/Insta/Twitter) throughout promotional period.

Jackson County Parks + Rec will provide:

- 16-foot lighted, animated holiday display to KZPT, visible to up to 90,000 cars and 250,000 individuals throughout the holiday season.

10. **Concessions.** Regarding the operation by Exhibitors secured by KZPT of facilities for the sale or other distribution of food, beverages, and merchandise, the parties agree as follows:

a. The County shall approve all facilities by number, type, and location.

b. The County shall approve all concessions as to vendor, personnel, and products to be offered.
c. KZPT shall require that all Exhibitors with booths serving food/drink obtain and have available on-site all temporary food permits and documents required by the State and County for the operation of concession stands.
d. The concession stands may sell sandwiches, package foods, beverages, and merchandise to the public. The operation of these stands shall be in accordance with existing regulations.
e. KZPT shall require that all applicable Exhibitors be responsible for assuring that food handling personnel follow applicable state and local food service regulations.
f. Concessions stands may not make sales to the public until they have been inspected and approved by the County's Environmental Health Division.
g. KZPT shall require that applicable Exhibitors adhere to the following conditions in all food service operations:

    1) Stands must be thoroughly cleaned and new paper placed on the shelves before being put into service.
    2) Meat and other perishables are to be refrigerated or kept on ice prior to cooking. Condiments shall be individual service packets, or kept in small, covered containers, which shall be changed frequently.
    3) Utensils shall be provided and used in such a manner as to minimize contact of food with hands.
    4) Hand washing facilities, including water, soap, and paper towels, shall be provided at each food dispensing stand; and
    5) No food items shall be stored on ice in which drinks are to be cooled.
    6) Adequate fire extinguishers in concession cooking areas.

11. <u>No Responsibility for KZPT Property on County Premises.</u> KZPT assumes all responsibility and the County assumes no responsibility whatever for any Property of KZPT, Exhibitors or participants placed on said property, and the County is hereby expressly released and discharged from liability for any loss, injury, or damage to property that may be sustained by reason of the occupancy of said Property under this license, except to the extent caused by the gross negligence or willful misconduct of the County.

12. <u>Indemnification and Insurance.</u> KZPT agrees to indemnify and hold the County harmless from and against any and all liability and loss which the County shall incur by reason of any injury to or death of any person, or damage to any property (collectively, "Loss"), caused by or attributed to any of KZPT's employees, contractors, or KZPT's contractors' equipment on the Property pursuant to this Agreement unless such injury, damage, or loss was caused by the acts or omissions of the County or any of its employees, agents, contractors or vendors. In the event any suit or action is brought against the County that is or may be covered by the immediately preceding indemnification obligation, KZPT shall be solely responsible for defending the same at KZPT's sole cost and expense. KZPT shall maintain workers' compensation and employees' liability insurance for its employees. The minimum limits required are the statutory provisions of the State of Missouri's Workers' Compensation Law and Employer's liability of $100,000 each accident, or each employee for disease, subject to a $500,000 aggregate for disease. KZPT shall also provide general liability insurance, to be written on an occurrence form, including coverage for premises and operations, products, completed operations, independent contractors, contractual liability, broad form property damage and personal injury.

The County, the United States Army Corps of Engineers and The Little Blue Valley Sewer District are added as an additional insured, in respect of liability arising out of operations performed by or on behalf

of KZPT under this Agreement. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute with KZPT's insurance with respect to liability of KZPT hereunder, but shall be primary with respect to liability of the County hereunder. Any deductibles or self-insured retentions shall be at the expense of KZPT with respect to liability of KZPT hereunder, shall be at the expense of County with respect to liability of the County hereunder.

The limits of liability shall be not less than the following:
$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage, subject to a $3,000,000 aggregate. The limits may be provided by a combination of underlying and excess or umbrella policies.

KZPT shall also provide or cause to be provided automobile liability insurance covering all owned, hired, and non-owned motorized vehicles and trailers used by KZPT or its contractors with limits of liability not less than the following:

$1,000,000 combined single limit per accident for bodily injury and property damage.

A Certificate of Insurance evidencing KZPT's insurance pursuant to the above requirements shall be issued to the County by Friday, November 5, 2021 and shall state the Event it is issued to cover. The required insurance shall be underwritten by insurance companies licensed to do business in the State of Missouri and having A.M. best rating of not less than A-VI, unless otherwise agreed to by the County. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits, except after 10 days' prior written notice by certified mail, return receipt requested, has been given to the County. KZPT shall cause Jackson County Parks + Rec, the US Army Corps of Engineers, and the Little Blue Valley Sewer District to be named as additional insured on the fireworks company's insurance policy.

13. **Security.** Jackson County shall be responsible for providing adequate security personnel. One uniformed officer will provide on-site security. No less than seven (7) to nine (9) off-duty officers will provide traffic control. The Chief of Park Safety for Jackson County Parks + Rec will provide 10 Rangers for five hours at no cost to KZPT. There will be a meeting of security personnel from the needed jurisdictions prior to the Event.

14. **Allocation of Revenue**. The County, as the event producer, has entered into a Master Trade Agreement with KZPT (see Attachment A attached hereto and incorporated herein by this reference). Jackson County Parks + Rec will provide $18,000 towards the fireworks for Christmas in the Sky, consisting of an $18,000 lump sum payment to KZPT. The County is also providing $38,500 in services to include: stage/sound/lighting, port-a-pots, light plants, catering, traffic control, EMS, and entertainment), as well as in-kind services valued at $5,000. Jackson County Parks + Rec will receive $25,000 in air-time to be used at the discretion of Jackson County Parks + Rec in 2022 on any Audacy Kansas City Station in accordance with the terms of the Master Trade Agreement.

15. **Sales Tax**. Exhibitors shall be wholly responsible for the collection and payment of all state and local sales and use taxes due from the sale of food, beverages, and other merchandise at the Event.

16. **Conditions Precedent**. The parties understand and agree that this Agreement shall have no effect if the United States Army Corp of Engineers does not permit this Event to be held on the Property, or if the Event cannot be insured.

17. **Approval, Consent, and Notice**. Any approval, consent, or notice required hereunder by or to the County, shall be made or given by or to the County's Director of Parks + Rec. Any approval, consent, or notice required hereunder by or to KZPT shall be made or given by or to its SVP/Market Manager. Unless otherwise herein specified or agreed in writing between the parties all approvals, consents, and notices required hereunder shall be in writing. Further, unless otherwise agreed, notice shall be issued by certified mail.

To County: Michele Newman, Director
Department of Parks + Rec
Jackson County, Missouri
22807 Woods Chapel Road
Blue Springs, MO 64015

To KZPT: Roxanne Marati, Market Manager
Audacy Kansas City, LLC d/b/a KZPT
7000 Squibb Road
Mission, KS 66202

For legal notices, with a copy to:
Audacy, Inc.
2400 Market Street, 4th Floor
Philadelphia, PA 19103
Attn: Legal Department

18. **COVID-19**. Each party agrees to comply with and adhere to all federal, state and local mandates, rules and regulations then in effect for the duration of the Term of this Agreement in connection with or related to COVID-19, as well as applicable CDC guidance, with respect to the Event. The parties further agree to cooperate to develop a Covid-19 plan for the Event (the "Covid-19 Plan"). The County shall be responsible for the implementation and execution of the Covid-19 Plan with respect to the Property.

19. **Force Majeure.** The inability of either party to commence or complete its obligations hereunder or canceling or delaying the Event that results from delays or situations caused, directly or indirectly, by strikes, insurrection, floods, fires, riots, acts of God, war, emergencies, terrorist threats (including general threats) or activities, any pandemic or epidemic constituting a public health emergency that are subject to government mandated quarantines, travel restrictions, or stay-at-home orders or other causes beyond a party's reasonable control shall not be deemed a breach of a party's obligations hereunder. In the event that due to such causes the Event is cancelled by a party, neither party shall have any obligation to the other hereunder; provided, however, that, if feasible, the parties may decide to negotiate a mutually agreeable alternative date for the Event, which alternative date (if any) shall be evidenced in writing signed by both parties.

20. **General.** This Agreement expresses and contains the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements or other communications between the parties with respect to the subject matter hereof. This Agreement shall be binding upon heirs, successors, assigns and legal representatives of the parties hereto and inure to the benefit of permitted successors and assigns. No provision of this Agreement may be waived or modified, in whole or in part, except by a written agreement signed by each of the parties. Failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of its rights under that or any other provision. No waiver of any provision of this Agreement in any instance shall be deemed to be a waiver of the same or any other provision in any other instance. This Agreement shall in all respects be governed and construed in accordance with the laws of the Commonwealth or State in which the Event is being held, without regard to its conflicts of law principles. If any provision of this Agreement is held to be

invalid or unenforceable by any court or tribunal of competent jurisdiction, the reminder of this Agreement shall not be affected thereby, and such provision shall be carried out as nearly as possible according to its original terms and intent to eliminate such invalidity or unenforceability. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement. The parties agree electronic signatures, whether digital or encrypted, are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by electronic mail in "portable document format" (".pdf") form, or by any other electronic means will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written in duplicate originals.

AUDACY KANSAS, LLC

Roxanne Marati
SVP/Market Manager

JACKSON COUNTY, MISSOURI

Frank White Jr.
County Executive

APPROVED AS TO FORM:

Bryan Covinsky
Jackson County Counselor

Michele Newman, Director
Jackson County Parks + Rec

ATTEST:

Mary Jo Spino
Clerk of County Legislature

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 treasure to the credit of the fund from which payment is to be made, each sufficient to meet the obligation of $18,000 which is hereby authorized.

11-22-2021
Date

Director of the Department of Finance
Account No. _____

CT 160121003 000 ML

:MTA #

Audacy

Station: KZPT

Master Trade Agreement

Section 1 - Advertiser Information

Date: 7/13/2021

Corp ☐ Partnership ☐ Individual ☐

* Advertiser Name: JACKSON COUNTY PARKS+REC

Tax ID #:

Agency Name:

To be Logged As:

Street (not P.O. Box): 22807 SW Woods Chapel Road

City, State Zip: Blue Springs, Mo 64015

Mailing Address: 22807 SW Woods Chapel Road

City, State Zip: Blue Springs, Mo 64015

Phone Number: 816-503-4800

Fax Number:

Contact Name: Marcy Caldwell OR Michele Newman

Acct Exec Name: Tara Ard

AE#:

* Advertiser information must always be the company that the exchange of goods will be with.

Section 2 - Agreement Specifics

Airtime $: 25,000 (Non-commissionable) Valid from: 1/1/2022 Valid to: 1/31/2022 (1 yr maximum)

Goods/Services $: 25,000 Valid from: 11/24/2021 Valid to: 11/24/2021 (1 yr maximum)

Product to be Advertised:

JCP+R activities and services

Goods/Services to be rendered by Station:

$18,000 for fireworks at Christmas in the Sky;

Reimbursement of $7,000 for additional hard costs

provided by Jackson County for event production

Section 3 - Terms & Conditions

Station agrees to furnish to Advertiser the broadcast advertising set forth herein upon the terms and conditions contained in STation's Radio Broadcast Agreement except as modified herin. In order to place a particular advertising schedule hereunder, Advertiser shall execute a Standard Radio Broadcasting Agreement, which agreement shall specifically reference this Master Trade Agreement. The rates for such broadcasting advertising shall be those set forth herin, or if no particular rates are set forth, shall be the prevailing rates set by Station for cash advertisers at the time of each broadcast. Any talent, announcer or production charges in connection with broadcast advertising shall be paid separately by client in cash upin receipt of Station's invoice. Station will use its' best efforts to broadcast advertising in accordance with the schedule requested by Advertiser, but all advertising placed pursuant to this agreement is subject to preemption in favor of cash advertising. Stations will make good preemption at the next available time , to which make goods Advertiser hereby consents. All broadcast time made available to Advertiser hereunder must be utilized by Advertiser by the "end date" set forth herein or one year from the date of this agreement, whichever occurs first, or the same shall lapse without futher notice or consideration, except only that advertising ordered to run within the said period which is preempted by Station. No exception to the foregoing will be binding on Station unless signed in writing by the Presiden or Controller of Station. Station will not pay any advertising commission on broadcast time purchased hereunder and Advertiser agrees to supply Station the goods /services that are described herein in exchange for the Broadcast Advertisi specified herein, all in accordance with the terms and conditions contained herein. Advertiser shall only deliver goods or services hereunder and upon delivery of such goods or services shall receive a copy of the Merchandise Tracking receipt. Advertiser shall submit to Station monthly invoices itemizing goods and services provided hereunder during the previous month. Failure to provide such invoice shall constitute a waiver by advertiser of any claim for credit for such goods and services. Advertiser may only use the broadcast time purchased hereunder for Advertiser's business and may not transfer or assign its' right hereunder without written consent of Station official. Station may assign its rights or obligations to any successor of its' FCC broadcast license and upon acceptance in writing of the terms and conditions hereof by successor licensee. Station shall be relieved from any further liability or obligation hereunder. The valuse or price of the goods or services to be delivered hereunder shall be determined in accordance with the method specified in this agreement, or in the absence of a specific valuation method, the value or price shall be the average price offered to Advertiser's cash customers for the same or similar goods or services in the 30 days preceding the date of this agreement. Unless specifically stated to the contrary herein, Advertiser shall be responsible for and shall pay all sales, use, gross receipt or similar tax or levies of any governmental body imposed on the transaction. Advertiser warrants that the goods and services provided hereunder shall be merchantable and/or will be performed in a workmanlike manner and will be fit for Station's intended use. The terms and conditions contained herein shall apply tyo all purchases of goods and services hereunder by Station and no misunderstandig, agreement, term, condition, course of dealing or trade custom at variance herewith shall be binding on Station. Any prior terms in Advertiser's documents are specifically objected to and rejected. Advertiser shall accept this contract by written acceptance hereof or by commencing any work or deliveries in pursuance of this order or by utilizing any broadcast advertising hereunder. Any proposals for additional or different terms is objected to and shall not operate as a rejection of this contract and this contract shall be deemed accepted by Advertiser without said additional or different terms.If this contract is deemed an acceptance of a prior offer by Advertiser, such acceptance is expressly conditioned on Advertiser's assent to any additional or different term contained herin.

APPROVED AS TO FORM

County Counselor

The following agree that the Terms and Conditions have been acknowledged, read, understood, and agreed upon.

By signing this agreement, both parties consent and agree to be legally bound by the terms set forth above.

Audacy

STATION:

OFFICIAL TITLE:

Must be signed by Station VP or General Manager

DATE:

ADVERTISER: Bob Chatman

OFFICIAL TITLE: Director of Finance Jackson County, Mo

Must be signed by Owner or Legal Officer

DATE: 11-22-2021

Audacy

Trade Contract Authorization

Date: 9/22/2021

Station: KZPT ☐ AM ☑ FM

Account Executive: TARA ARD

Contract Type: Regular Trade ☐ Recipocal ☑ Cash Combination ☐

Is Trade necessary to secure cash buy: N/A Cash Amount: $0

Advertiser: JACKSON COUNTY PARKS+REC

Address: 22807 SW Woods Chapel Road, Blue Springs, MO 64015

Agency: _____ Agency Commisssion: ☐ No ☐ Yes paid by Cash ☐ Yes paid by airtime

Address: _____

Client or Agency Contact: _____

Gross Contract Amounts: Station Receives: _____ Client Receives: _____

Station to furnish Air-Time: Start Date: _____ End Date: _____

Description of merchandise and/or goods and services station receives: _____

Merchandise/Service Availability: Start Date: _____ End Date: _____

Comments or additional information: _____

Station Authorizations:

Tara Ard — Account Executive — Date 11/22/21

Sales Manager — Date

Business Manager/Controller — Date

Market Manager — Date