

AGREEMENT

Res. 17939

THIS AGREEMENT, made and entered into on this 23rd day of July, 2012, by and between **JACKSON COUNTY, MISSOURI**, hereinafter called "the County" and **HEARST TELEVISION, INC. d/b/a KMBC-TV**, hereinafter called "KMBC."

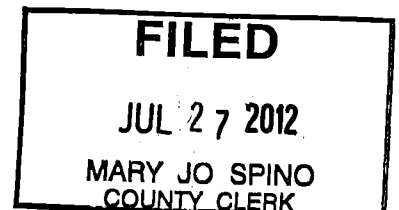
WITNESSETH:

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

1. Duties. KMBC shall provide air time for marketing purposes as more fully set out in the proposed commercial schedule, attached hereto as Exhibit A.
2. Independent Contractor. KMBC shall work as an independent contractor and not as an employee of the County. KMBC 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. KMBC 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 operate its business independent of the business of the County except as



required by this Agreement.

3. Terms for Payment. The County shall pay KMBC 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 KMBC's invoice.

4. Duration and Termination. This Agreement shall be effective as of July 2, 2012, and expire on October 31, 2012, unless sooner terminated. KMBC may terminate this Agreement by giving written notice to the County. The Legislature may terminate this Agreement by giving 30 days written notice to KMBC. Termination of this Agreement shall not constitute a waiver of the rights or obligations which the County or KMBC 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 KMBC to the County within 30 days of the demand of the County.

5. Remedies for Breach. KMBC 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, KMBC 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. KMBC 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
W. Stephen Nixon
County Counselor

By Q. Troy Thomas
Q. Troy Thomas
Director of Finance and Purchasing

ATTEST:

HEARST TELEVISION, INC.
d/b/a KMBC-TV

Mary Jo Spino
Mary Jo Spino
Clerk of the Legislature

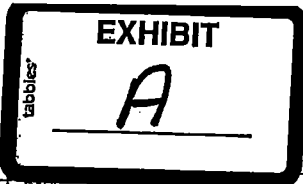
By 88-0326834
Federal Tax I.D. No.

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 \$10,000.00 which is hereby authorized.

July 27, 2012
Date

Q. Troy Thomas
Director of Finance and Purchasing
Account No. 001-1221-6210 \$940.⁰⁰
003-1601-6210 \$9060.⁰⁰
16012012001



JACKSON COUNTY MISSOURI Parks 2012 - REV 6.26.12

DATE: JULY 12 PJ



Schedule Date: 7/16/2012 - 10/5/2012
 Advertiser: JACKSON COUNTY MISSOURI
 Spot Length: :30
 Proposal ID: 16278
 Author: Amy Arnold

Acct. Exec: Amy Arnold
 Phone #: 816-760-9250
 Email: aarnold@hearst.com
 Web Site: www.kansascitychannel.com

Flight Dates: 7/16/2012-10/5/2012

Program Time	SpotLength(s)	JL 16	JL 23	JL 30	AU 6	AU 13	AU 20	AU 27	SE 3	SE 10	SE 17	SE 24	OC 1	DMA P25-54 RTG	Wks	Rate Spots
KMBC																
FIRSTNEWS 5AM	:30	--	--	--	--	--	--	--	1	1	--	--	--	p1.3	2	\$200.00
GRPs/Impressions														2.6		2
SHR														25.0		
CPP/CPM														\$153.85		
Mo-Fr 5:00a-5:30a																
FIRST NEWS AT 530A	:30	1	1	--	--	1	1	--	1	1	--	--	--	p1.9	6	\$300.00
GRPs/Impressions														11.4		6
SHR														28.5		
CPP/CPM														\$157.89		
Mo-Fr 5:30a-6:00a																
FIRST NEWS	:30	1	1	--	--	1	1	--	--	--	--	--	--	p2.5	4	\$525.00
GRPs/Impressions														10.0		4
SHR														27.0		
CPP/CPM														\$210.00		
Mo-Fr 6:00a-7:00a																
GOOD MORNING AMERICA	:30	1	1	--	--	1	1	--	1	1	--	--	--	p1.9	6	\$425.00
GRPs/Impressions														11.4		6
SHR														19.7		
CPP/CPM														\$223.68		
Mo-Fr 7:00a-9:00a																
SAT 7-9A FIRSTNEWS	:30	1	1	--	--	--	--	--	--	--	--	--	--	p1.5	2	\$150.00
GRPs/Impressions														3.0		2
SHR														15.2		
CPP/CPM														\$100.00		
Sat 7:00a-9:00a																
SAT 7-9A FIRSTNEWS	:30	--	--	--	--	1	--	--	1	--	--	--	--	p1.5	2	\$175.00
GRPs/Impressions														3.0		2
SHR														15.2		
CPP/CPM														\$116.67		
Sat 7:00a-9:00a																
SUN 7-9A FIRSTNEWS	:30	1	1	--	--	1	--	--	--	--	--	--	--	p1.8	3	\$150.00
GRPs/Impressions														5.4		3
SHR														17.4		
CPP/CPM														\$83.33		
Sun 7:00a-9:00a																
KMBC 9 NEWS AT 5P	:30	1	--	--	--	1	--	--	--	--	--	--	--	p2.5	2	\$425.00
GRPs/Impressions														5.0		2
SHR														14.9		
CPP/CPM														\$170.00		
Mo-Fr 5:00p-5:30p																
BIG BANG	:30	--	--	--	--	1	1	--	1	1	--	--	--	1.5	4	\$300.00
GRPs/Impressions														6.0		4
SHR														7.9		
CPP/CPM														\$200.00		
Mo-Fr 11:05p-11:35p																
KMBC Totals		6	5	0	0	0	6	5	0	5	4	0	0			
														GRP/(000)	57.8	
														CPP/CPM:	\$173.01	
														Reach:	27.3	
														Frequency:	2.1	
															\$10,000.00	
															Spts:	31

JACKSON COUNTY MISSOURI Parks 2012 - REV 6.26.12

Book: JULY12 PJ



Schedule Date: 7/16/2012 - 10/5/2012
 Advertiser: JACKSON COUNTY MISSOURI
 Spot Length: :30
 Proposal ID: 16278
 Author: Amy Arnold

Acct. Exec: Amy Arnold
 Phone #: 816-760-9250
 Email: aarnold@hearst.com
 Web Site: www.kansascitychannel.com

Week Summary (DMA P25-54 D.RTG)

Week	Spots	%	Cost	%	Gross	%	Imp(000)	CPP	CPM	Reach	Freq	Acc Reach	Acc Freq
7/16/2012	6	19	\$1,975.00	20	12.1	21	121.0	\$163.22	\$16.32	6.5	1.9	6.5	1.9
7/23/2012	5	16	\$1,550.00	16	9.6	17	96.3	\$161.46	\$16.10	4.5	2.2	11.4	1.9
7/30/2012	0	0	\$0.00	0	0.0	0	0.0	\$0.00	\$0.00	0.0	0.0	11.4	1.9
8/6/2012	0	0	\$0.00	0	0.0	0	0.0	\$0.00	\$0.00	0.0	0.0	11.4	1.9
8/13/2012	0	0	\$0.00	0	0.0	0	0.0	\$0.00	\$0.00	0.0	0.0	11.4	1.9
8/20/2012	6	19	\$1,875.00	19	11.1	19	110.9	\$168.92	\$16.91	5.5	2.0	16.7	2.0
8/27/2012	5	16	\$1,975.00	20	10.3	18	102.3	\$191.75	\$19.31	5.7	1.8	21.5	2.0
9/3/2012	0	0	\$0.00	0	0.0	0	0.0	\$0.00	\$0.00	0.0	0.0	21.5	2.0
9/10/2012	5	16	\$1,400.00	14	8.1	14	80.6	\$172.84	\$17.37	4.0	2.0	24.8	2.1
9/17/2012	4	13	\$1,225.00	12	6.6	11	65.8	\$185.61	\$18.62	3.4	1.9	27.3	2.1
9/24/2012	0	0	\$0.00	0	0.0	0	0.0	\$0.00	\$0.00	0.0	0.0	27.3	2.1
10/1/2012	0	0	\$0.00	0	0.0	0	0.0	\$0.00	\$0.00	0.0	0.0	27.3	2.1
Total DMA P25-54	31	100	\$10,000.00	100	57.8	100	576.9	\$173.01	\$17.33	27.3	2.1	0.0	0.0