

AGREEMENT

Res. 17939

THIS AGREEMENT, made and entered into on this 13th day of July, 2012, 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 air time for its marketing campaign, in accordance with the terms, conditions and covenants set forth in this Agreement; and,

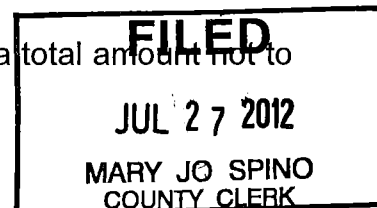
WHEREAS, Meredith and the County have agreed to be bound by the provisions hereof,

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 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



exceed \$10,095.00 for the duration of this Agreement. Payments shall be made monthly, for actual air time used, upon receipt of Meredith'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. 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.

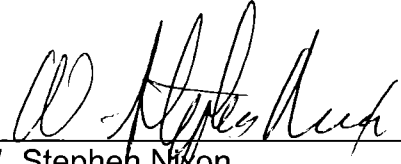
8. Conflict of Interest. Meredith warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this contract.


(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

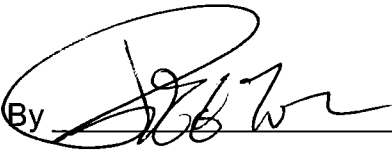
By 
W. Stephen Nixon
County Counselor

By 
Q. Troy Thomas
Director of Finance and Purchasing

ATTEST:

MEREDITH CORPORATION d/b/a
KCTV 5

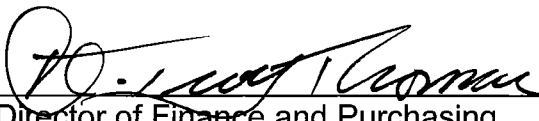

Mary Jo Spino
Clerk of the Legislature

By 
042-0410230
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 \$10,095.00 which is hereby authorized.

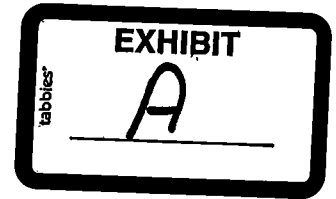
July 27, 2012
Date


Director of Finance and Purchasing
Account No. 003-1601-6210
160120/2002

Jackson County Parks & Rec Dates: 07/16/12-07/31/12

Tara Pollard

KCTV
 Nikki Decker
 nikki.decker@meredith.com
 (913)877-7149



Program	July			August			Total	Book(s)	Primary A25-54
	07/16	07/23	07/30	07/16	07/23	07/30			
KCTV5 News 5AM M-F 5 AM-6 AM	:30 Units CPP GRP	2	2	2				Jul 2011 T L7 Rtg 30 CPP	1.0 \$125
KCTV5 News This Morning - SAT Sa 8-10 AM	:30 Units CPP GRP		1					Jul 2011 T L7 Rtg 30 CPP	0.9 \$139
KCTV5 News 5-630p M-F 5 PM-6:30 PM	:30 Units CPP GRP	3	2	3				Jul 2011 T L7 Rtg 30 CPP	1.9 \$211

PROPOSAL SUMMARY	July			August			Total	DEMO SUMMARY A25-54
	07/16	07/23	07/30	07/16	07/23	07/30		
Total \$	\$1,450	\$1,175	\$1,450				\$4,075	
Units	5	5	5				15	
GRPs	7.7	6.7	7.7				22.1	
GI	76.6	66.9	76.5				219.9	22.1
Kansas City Reach	6.3	5.7	6.3				12.6	219.9
Frequency	1.2	1.2	1.2				1.8	12.6

SIGNATURE

DATE

Jackson County Parks & Rec Dates: 08/20/12-08/31/12

Tara Pollard

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 Nikki Decker
 nikkidecker@meredith.com
 (913)677-7149



Program	August		September		Total	Book(s)	Primary A25-64
	08/20	08/27	08/27	09/03			
KCTV5 News 5AM M-F 5 AM-6 AM	:30 Units CPP GRP	2	1			Jul 2011 T L7 Rtg :30 CPP	1.0 \$125
KCTV5 News This Morning - SAT Sa 8-10 AM	:30 Units CPP GRP	1				Jul 2011 T L7 Rtg :30 CPP	0.9 \$139
KCTV5 News 5-630p M-F 5 PM-6:30 PM	:30 Units CPP GRP	3	2			Jul 2011 T L7 Rtg :30 CPP	1.9 \$211

PROPOSAL SUMMARY	August		September		Total	DEMO SUMMARY A25-64
	08/20	08/27	08/27	09/03		
Total \$	\$1,575	\$925			\$2,500	
Units	6	3			9	
GRPs	8.6	4.8			13.4	
GI	85.8	47.7			133.5	
Kansas City Reach	6.9	4.4			11.3	
Frequency	1.2	1.1			1.4	

SIGNATURE

DATE

Jackson County Parks & Rec Dates: 09/10/12-09/21/12

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Program		September		Total	Book(s)	Primary A25-54
		09/10	09/17			
KCTV						
KCTV5 News at 4pm M-F 4-5 PM	:30 Units CPP GRP	2	2		Q4-2012 PJ Rtg :30 CPP	1.5 \$150
KCTV5 News 5-630p M-F 5 PM-6:30 PM	:30 Units CPP GRP	2	2		Q4-2012 PJ Rtg :30 CPP	1.3 \$308

PROPOSAL SUMMARY		September		Total	DEMO SUMMARY
		09/10	09/17		A25-54
	Total \$	\$1,250	\$1,250	\$2,500	
	Units	4	4	8	
	GRPs	5.6	5.6	11.2	
	GI	54.6	54.6	109.2	
Kansas City	Reach	4.6	4.6	7.7	
	Frequency	1.2	1.2	1.5	

SIGNATURE

DATE

Jackson County Parks & Rec Dates: 10/01/12-10/05/12

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Program	10/01	Total	Book(s)	Primary A25-54
KCTV				
KCTV5 News at 4pm M-F 4-5 PM	:30 Units 3 CPP \$227 GRP		Q4-2012 PJ Rtg :30 CPP	1.5 \$227

PROPOSAL SUMMARY		October		DEMO SUMMARY	
		10/01	Total	A25-54	
	Total \$	\$1,020	\$1,020		
	Units	3	3		
	GRPs	4.5	4.5		
	GI	43.8	43.8		
Kansas City	Reach	3.8	3.8		
	Frequency	1.2	1.2		

General Summary (A25-54)

Station(s)	Units	Total \$	GRP	GI	Reach	Frequency
All Stations	35	\$10,095.00	51.2	506.4	20.2	2.5
KCTV	36	\$10,095.00	51.2	506.4	20.2	2.5

SIGNATURE

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