

AGREEMENT

Res. 17939

THIS AGREEMENT, made and entered into on this 27 day of July, 2012, by and between **JACKSON COUNTY, MISSOURI**, hereinafter called "the County" and **SCRIPPS MEDIA INC, d/b/a KSHB-TV**, hereinafter called "KSHB."

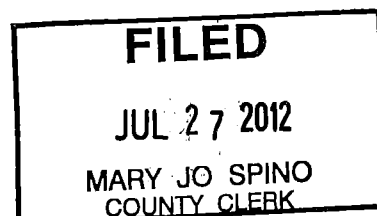
WITNESSETH:

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

1. Duties. KSHB 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. KSHB shall work as an independent contractor and not as an employee of the County. KSHB 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. KSHB 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.



Terms for Payment. The County shall pay KSHB a total amount not to exceed \$7,060.00 for the duration of this Agreement. Payments shall be made monthly, for actual air time used, upon receipt of KSHB's invoice.

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

4. Remedies for Breach. KSHB 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, KSHB 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.

5. 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.

6. Incorporation. This Agreement incorporates the entire understanding and agreement of the parties.

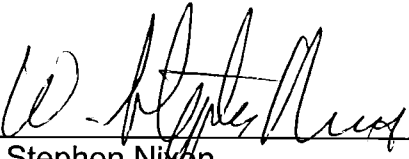
7. Conflict of Interest. KSHB warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this contract.

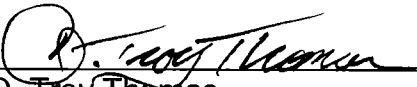
(Signature page to follow)

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

APPROVED AS TO FORM:

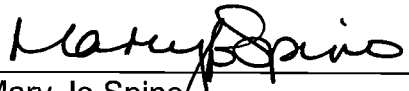
JACKSON COUNTY, MISSOURI


By 
W. Stephen Nixon
County Counselor

By 
Q. Troy Thomas
Director of Finance and Purchasing

ATTEST:

SCRIPPS MEDIA, INC.
d/b/a KSHB-TV

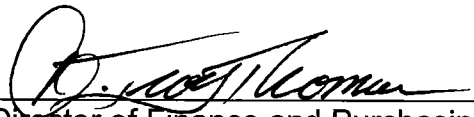

Mary Jo Spino
Clerk of the Legislature

By 
31-0934851
Federal Tax I.D. No.

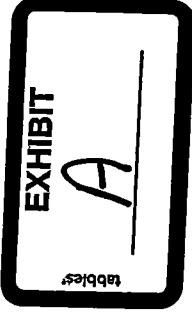
REVENUE CERTIFICATE

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 \$7,060.00 which is hereby authorized.

July 27, 2012
Date


Director of Finance and Purchasing
Account No. 001-1221-6210
12212012001

Jackson County Parks and F Dates: 07/16/12-10/05/12



KSHB
Kirt Brown
Kirt.Brown@KSHB.com
(816)932-4130

Proposal ID: 8842

Description: 2012 TV Campaign

Flight: 07/16/12-10/05/12

Hiatus: 07/30/12-08/20/12; 09/

Books: KSHB: Q3-2012 EST

| Program | Daypart | Length | Rate | 07/16 | 07/23 | 07/30 | 08/06 | 08/13 | 08/20 | 08/27 | 09/03 | 09/10 | 09/17 | 09/24 | Total | RTG | |
|--|-----------|--------|---------|-----------|---------|---------|-------|-------|-------|-------|-------|-------|-------|-------|-------|---------|-------|
| NBC Action News Today at 5a | EM | | | | | | | | | | | | | | | | |
| M-F | 5-6 AM | :30 | \$75 | 1 | | | | | | | | | | | | 0.4 | |
| TFN | | | | | | | | | | | | | | | | \$75 | |
| Olympics Weekend Daytime | | | | | | | | | | | | | | | | | |
| Sa-Su | 5 AM-5 PM | :30 | \$400 | 2 | | | | | | | | | | | | 1.0 | |
| TFN | | | | | | | | | | | | | | | | \$188 | |
| <i>Main Comment: Sa-Su 9a-5p</i> | | | | | | | | | | | | | | | | | |
| <i>Sun 8/12 11a-3p</i> | | | | | | | | | | | | | | | | | |
| NBC Action News at 5p.m. | EN | | | | | | | | | | | | | | | | |
| M-F | 5-5:30 PM | :30 | \$375 | 1 | | | | | | | | | | | | 1.0 | |
| TFN | | | | | | | | | | | | | | | | \$375 | |
| Football Night in America | | | | | | | | | | | | | | | | | |
| Su | 6-7:15 PM | :30 | \$750 | | | | | | 1 | | | | | | | 1.0 | |
| TFN | | | | | | | | | | | | | | | | \$375 | |
| <i>Main Comment: 09/05/11-12/30/12</i> | | | | | | | | | | | | | | | | | |
| NBC Action News at 10p.m. | LN | | | | | | | | | | | | | | | | |
| Su | 10-11 PM | :30 | \$400 | 1 | | | | | | | | | | | | 1.0 | |
| TFN | | | | | | | | | | | | | | | | \$300 | |
| NBC Action News Midday | | | | | | | | | | | | | | | | | |
| M-F | 11-12 PM | :30 | \$85 | 2 | | | | | | | | | | | | 1.2 | |
| TFN | | | | | | | | | | | | | | | | \$188 | |
| Olympics Primetime | | | | | | | | | | | | | | | | | |
| M-Su | 6-11 PM | :30 | \$2,500 | 1 | | | | | | | | | | | | 0.9 | |
| TFN | | | | | | | | | | | | | | | | \$94 | |
| <i>Main Comment: M-Sa 7-11p</i> | | | | | | | | | | | | | | | | | |
| <i>7/29 & 8/5 Su 6-11p</i> | | | | | | | | | | | | | | | | | |
| <i>7/30 M 7-11:30p</i> | | | | | | | | | | | | | | | | | |
| <i>8/1 & 8/2 W-Th 7p-12a</i> | | | | | | | | | | | | | | | | | |
| <i>8/4 & 8/11 Sa 6:30-11p</i> | | | | | | | | | | | | | | | | | |
| <i>8/12 Su 6-10p</i> | | | | | | | | | | | | | | | | | |
| NBC GOLF - THE RYDER CUP SP | | | | | | | | | | | | | | | | | |
| Sa-Su | 8 AM-5 PM | :30 | \$240 | | | | | | | | | | | 2 | | 0.4 | |
| TFN | | | | | | | | | | | | | | | | \$600 | |
| <i>Main Comment: 9/29 Sat 8a-6p</i> | | | | | | | | | | | | | | | | | |
| <i>9/30 Sun 11a-5p</i> | | | | | | | | | | | | | | | | | |
| <i>Ryder Cup - Medinah Country Club, Chicago</i> | | | | | | | | | | | | | | | | | |
| <i>Ryder Cup - Medinah Country Club, Chicago</i> | | | | | | | | | | | | | | | | | |
| KSHB Weekly Summary | | | | | | | | | | | | | | | | | |
| | | | | Weekly | 07/16 | 07/23 | 07/30 | 08/06 | 08/13 | 08/20 | 08/27 | 09/03 | 09/10 | 09/17 | 09/24 | Total | GRP |
| | | | | Units | 5 | 5 | 5 | 5 | 5 | 1 | 3 | 1 | 3 | 2 | 2 | 20 | 206 |
| | | | | Total \$ | \$1,020 | \$3,470 | \$400 | \$470 | \$750 | \$470 | \$470 | \$470 | \$480 | \$480 | \$480 | \$7,060 | \$174 |
| | | | | Reach | | | | | | | | | | | | 276 | 276 |
| | | | | Frequency | | | | | | | | | | | | 1.5 | 1.5 |

06/26/2012 01:06 PM
Proposal: 8842

Powered by WideOrbit
Audience data source: © The Nielsen Company

| Program | Daypart | Length | Rate | 07/16 - 07/23 | 07/30 - 07/30 | 08/06 - 08/13 | 08/20 - 08/27 | 09/03 - 09/10 | 09/17 - 09/24 | 10/01 - 10/08 | Total | RTG |
|----------------------|----------|--------|-------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|-------|-----|
| Monthly | | | 07/23 | 07/30 | 08/06 | 08/20 | 09/03 | 09/17 | 09/24 | 10/01 | Total | RTG |
| Units | Total \$ | GRP | 07/23 | 07/30 | 08/06 | 08/20 | 09/03 | 09/17 | 09/24 | 10/01 | Total | RTG |
| KSHB Monthly Summary | | | | | | | | | | | | |
| Units | 10 | | | | | | | | | | | |
| Total \$ | \$4,490 | | | | \$400 | | | | | | | |
| GRP | 29.0 | | | | 11.2 | | | | | | | |
| | | | | | | | | | | | | |

SIGNATURE

DATE