

AGREEMENT

Res. 17939

THIS AGREEMENT, made and entered into on this 11th day of July, 2012, by and between **JACKSON COUNTY, MISSOURI**, hereinafter called "the County" and ~~FOX ENTERTAINMENT GROUP~~ **d/b/a WDAF-TV**, hereinafter called "WDAF." *NEW World Communications of Kansas City, Inc. Jdy*

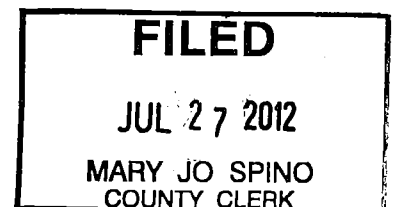
WITNESSETH:

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.

3. Terms for Payment. The County shall pay WDAF a total amount not to exceed \$7,000.00 for the duration of this Agreement. Payments shall be made monthly, for actual air time used, upon receipt of WDAF's invoice.

4. Duration and Termination. This Agreement shall be effective as of July 2, 2012, and expire on September 30, 2012, 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:

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:

WCS
NEW World Communications of Kansas City, Inc
FOX ENTERTAINMENT GROUP
d/b/a WDAF-TV

Mary Jo Spino
Mary Jo Spino
Clerk of the Legislature

By Sherrill Stewart
Federal Tax I.D. No. 13-3771990

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 \$7,000.00 which is hereby authorized.

July 27, 2012
Date

Q. Troy Thomas
Director of Finance and Purchasing
Account No. 001-1221-6210
12212012002

Dates: 07/16/12-09/23/12

WDAF
 Brant Gillett
 brant.gillett@wdaftv4.com
 (816)932-9180

Proposal ID: 57242

Description: Jackson County J

Flight: 07/16/12-09/23/12

Books: WDAF: May 2012 PA L7



Program		July	August	September	Total	Book(s)	Primary	AZSS							
WDAF		07/16	07/23	07/30	08/06	08/13	08/20	08/27	09/03	09/10	09/17	Total	Book(s)	Primary	AZSS
Fox 4 Morning News M-F 6-9 AM	TFN	:30	\$280	\$280	\$280	\$280	\$280	\$280	\$280	\$280	\$280	\$2,520	May 2012 PA L7	13	1
	Units		12	12	12	12	12	12	12	12	12	144			
	CPP		\$23.33	\$23.33	\$23.33	\$23.33	\$23.33	\$23.33	\$23.33	\$23.33	\$23.33	\$23.33			
FOX 4 NEWS @ 9am M-F 9-10 AM	TFN	:30	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$900	May 2012 PA L7	12	1
	Units		4	4	4	4	4	4	4	4	4	48			
	CPP		\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00			
Fox 4 News Sat AM Sa 7-9 AM	TFN	:30	\$250				\$250					\$250	May 2012 PA L7	2	1
	Units		1				1					1			
	CPP		\$250.00				\$250.00					\$250.00			
Fox 4 News Sun AM Su 7-9 AM	TFN	:30	\$200				\$200					\$200	May 2012 PA L7	1	1
	Units		1				1					1			
	CPP		\$200.00				\$200.00					\$200.00			

PROPOSAL SUMMARY		July	August	September	Total	Demo Summary									
Kansas City		07/16	07/23	07/30	08/06	08/13	08/20	08/27	09/03	09/10	09/17	Total	Book(s)	Primary	AZSS
Total \$		\$1,010	\$980	\$480	\$380	\$2,070						\$2,100			
Units		10	10	5	5	35						45			
CPP		\$94	\$93	\$96	\$80	\$96						\$94			
CPM		\$100	\$100	\$100	\$100	\$100						\$100			
Reach		7.8	7.6	4.1	4.0	11.5						13.0			
Frequent		1.4	1.4	1.2	1.1	3.9						4.4			

MONTHLY SUMMARY (PRIMARY DEMO ONLY)		July	August	September
Total \$		\$1,010	\$980	\$1,070
Units		10	10	15
CPP		\$94	\$93	\$96
CPM		\$100	\$100	\$100
Reach		7.8	7.6	11.5
Frequent		1.4	1.4	1.6

SIGNATURE

DATE

Dates: 07/16/12-09/23/12

WDAF

Brant Gillett

brant.gillett@wdaftv4.com

(816)932-9180



Proposal ID: 57242

Description: Jackson County Parks and Rec

Flight: 07/16/12-09/23/12

Books: WDAF: May 2012 PA L7

DAYPART SUMMARY

	July			August			September			A25-54	
	07/16	07/23	07/30	08/06	08/13	08/20	08/27	09/03	09/10		09/17
Total \$	\$1,010	\$960	\$480	\$0	\$0	\$380	\$2,070	\$0	\$0	\$2,100	\$7,000
Units	5	5	3	0	0	2	11	0	0	8	34
GRPs	10.7	10.3	5.5	0.0	0.0	4.3	22.2	0.0	0.0	21.4	74.4
CPP	\$94	\$93	\$87	\$0	\$0	\$88	\$83	\$0	\$0	\$98	\$94
CPM	\$10	\$10	\$9	\$0	\$0	\$95	\$10	\$0	\$0	\$10	\$10
Reach	7.8	7.6	4.7	0.0	0.0	4.0	11.7	0.0	0.0	11.2	21.6
Frequency	1.4	1.4	1.2	0.0	0.0	1.1	1.9	0.0	0.0	1.9	3.4