



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 11/2/2023

File ID: 2023-891

Department: Administration

Subject:

Type of Action: Approval/Action

Resolution authoring and Agreement between the City of Huntsville and RP Media Services for digital billboard services.

Resolution No.

Finance Information:

Account Number: 1000-10-10200-515370-00000000

City Cost Amount: 6000.00

Total Cost: 6000.00

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

RESOLUTION NO. 23 - _____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized on behalf of the City of Huntsville, a Municipal Corporation in the State of Alabama, to enter into an Agreement by and between the City of Huntsville and RP Media Services which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as an “Agreement between the City of Huntsville and RP Media for Digital Billboard Services.” consisting of three (3) pages with the date of November 2, 2023, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 2nd day of November, 2023.

President of the City Council
of the City of Huntsville, Alabama

APPROVED this the 2nd day of November, 2023.

Mayor of the City of Huntsville,
Alabama

**AGREEMENT BETWEEN THE CITY OF
HUNTSVILLE AND RP MEDIA, INC.
FOR DIGITAL BILLBOARD SERVICES**

STATE OF ALABAMA)
)
COUNTY OF MADISON)

AGREEMENT

This Agreement is made and entered into this 2nd day of November, 2023, by and between the City of Huntsville, Alabama, a municipal corporation in the State of Alabama (hereinafter referred to as the "City") and RP Media, Inc. (hereinafter referred to as "RP Media").

RECITALS

WHEREAS, the City has the need to utilize digital billboard advertising services; and

WHEREAS, RP Media offers digital billboard advertising services that meet the City's advertising needs.

WITNESSETH

NOW THEREFORE, in consideration of the mutual promises and covenants, herein contained, the parties hereby agree as follows, to wit:

1. RP Media shall provide the City with digital billboard advertising on a 10 ft x 40 ft full color digital billboard located on the Northbound side of South Memorial Parkway, North of the Airport Road intersection in the City of Huntsville, Alabama.
2. RP Media shall display advertising on the digital billboard set forth above that includes artwork, design, messaging and visual communication specified and approved by the City for at least 10 seconds long every minute, every hour, every day.
3. RP Media shall change the digital billboard advertisements as often as the City directs and approves.
4. RP Media shall operate the digital billboard in a manner that is consistent and compliant with all state and local laws.

President of the City Council
of the City of Huntsville, Alabama
Date: November 2, 2023

5. City shall pay RP Media the sum of \$500.00 per month for digital billboard services performed pursuant to this agreement. Invoices shall be billed net 30 and payment shall be due within said terms.
6. The term of this contract shall be twelve (12) months and shall continue until November 2, 2024. It may be extended for two additional twelve-month terms by City Council approved amendment executed by the Mayor and authorized signatory for RP Media, Inc.
7. This agreement may be terminated by the City without cause upon thirty (30) days written notice of such termination delivered to the contact person as designated in paragraph 8 of this agreement.
8. The contact person for the City is Kelly Schrimsher, 308 Fountain Circle, Huntsville, Alabama, 35801. The contact person for RP Media is Linda Patterson, P.O. Box 2485, Huntsville, Alabama 35804.
9. In the performance of this work, it is understood between the parties that RP Media and its employees, agents, subcontractors and consultants, if any, shall be acting as independent contractors and not as employees of the City of Huntsville. RP Media shall have no authority to obligate the City to any indebtedness or other obligation.
10. RP Media shall carry commercial general liability insurance with a \$1,000,000.00 general aggregate limit. The City, its officers, employees, elected officials, agents and specified volunteers are to be covered as Additional Insureds, as their interests may appear, as respects: liability arising out the digital billboard advertising to be provided or other activities performed by or on behalf of RP Media pursuant to this agreement. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, employees, elected officials, agents or specified volunteers. Additional insured status shall be through ISO Additional Endorsement CG 20 10 11 85 or equivalent that is sufficient to provide the coverage required by this Agreement.

RP Media's insurance coverage shall be primary insurance as respects the City, its officers, employees, agents and specified volunteers, as their interests may appear. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or specified volunteers shall be in excess of RP Media's insurance and shall not contribute to it. RP Media shall provide proof of insurance to the City in the form of a Certificate of Insurance (COI) which also shows the Additional Insured status.

11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Alabama. Jurisdiction and venue for all legal actions arising out of this Agreement shall be in the Courts of Madison County, Alabama.
12. Nothing in this Agreement shall create or be interpreted to create privity or any other contractual agreement between the City and any person or entity other than RP Media.
13. This Agreement, including an attachment called RP Media Contract for Digital Billboard Display, represents the entire agreement between the City and RP Media and supersedes all prior communications, negotiations, representations or agreements, either written or oral. This agreement may be amended or extended only by written instrument approved by the City Council of the City of Huntsville, Alabama and executed by the City's Mayor and RP Media's authorized representative.
14. The Parties agree that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

IN WITNESS WHEREOF, the parties hereto, by their respective duly authorized officers or representatives, have each executed this Agreement, effective as of the date first above written.

RP MEDIA INC.

By: _____

Ric Patterson

Its: President

CITY OF HUNTSVILLE, ALABAMA

By: _____

Tommy Battle

Its: Mayor

WITNESS:

Shaundrika Edwards, City Clerk

STANDARD CONDITIONS

RP MEDIA CONTRACT FOR DIGITAL BILLBOARD DISPLAY

TO : Kelly Schrimsher
City of Huntsville
308 Fountain Circle
Huntsville, AL 35801

DATE : September 15, 2023
CONTRACT NO. 091523A

The undersigned acting on behalf of the City of Huntsville hereby contracts with RP Media PO Box 2485, Huntsville, AL 35804 ("Company") for a digital billboard advertisement in the market listed below for a period of 12 months, October 26, 2023 thru October 31, 2024.

Artwork Spec : 200 pixel high x 760 pixel wide 72PPI Jpg

Artwork approved and posted by : Linda Patterson linda@rpmediaad.com (256-468-7311)

MARKET- LOCATION	DIRECTION	TYPE OF SERVICE	SIZE	NET COST PER MONTH
Huntsville, AL South Memorial Parkway, North of the Airport Rd intersection.	Northbound Driving S to N appears on left hand side of road	Digital billboard advertisement, displayed for 10 seconds every minute 24/7	10ft x 40ft full color digital billboard	\$500.00
Special instructions :			TOTAL NET COST OF CONTRACT	\$6000.00

Invoices are billed net 30. Payment is due within these terms.

BY : _____

BY : Tom Ray *Tom Ray* _____

DATE : _____

DATE : September 15, 2023