

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: _____

Meeting Type: Regular

Meeting Date: Apr 28, 2016

Action Requested By: Finance

Agenda Type: Resolution

Subject Matter:

Procurement Agreement

Exact Wording for the Agenda:

Agreement Between The City of Huntsville and Advance Local , LLC dba Alabama Media Group for Advertising Services.

Note: If amendment, Please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what council action will provide, allow and accomplish and; any other information that might be helpful.

Associated Cost: _____ Budgeted Item: _____

MAYOR RECOMMENDS OR CONCURS: _____

Department Head: M. Sargal

Date: 4-26-16

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Finance

Council Meeting Date: 4/28/2016

Department Contact: Cecilia Summers

Phone # 256-427-5060

Contract or Agreement: Agreements with Alabama Media Group

Document Name: 20160428AlabamaMediaRes.

City Obligation Amount:

Total Project Budget:

Uncommitted Account Balance:

Account Number:

Procurement Agreements

| | |
|-----------------|--------------------|
| Title 41 | Competitive |
|-----------------|--------------------|

Grant-Funded Agreements

| | |
|------------------|--------------------|
| Select... | Grant Name: |
|------------------|--------------------|

| Department | Signature | Date |
|---|-----------------------|---------|
| 1) Originating | <i>M. Sarge</i> | 4-18-16 |
| 2) Legal | <i>Mayor C. Cates</i> | 4-18-16 |
| 3) Finance | <i>M. Sarge</i> | 4-18-16 |
| 4) Originating | <i>M. Sarge</i> | 4-18-16 |
| 5) Copy Distribution | | |
| a. Mayor's office (1 copies) | | |
| b. Clerk-Treasurer (Original & 2 copies) | | |
| | | |

RESOLUTION NO 16-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, the Mayor be, and he is hereby authorized, to enter into an agreement with The Advance Local, LLC dba Alabama Media Group, on behalf of the City of Huntsville, a Municipal Corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Agreement Between the City of Huntsville and Advance Local, LLC dba Alabama Media Group for Advertising Services" consisting of One (1) pages with the date of April 28, 2016 appearing on the margins of the first pages, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said documents being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 28th day of April, 2016

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

APPROVED this the 28th day of April, 2016

Mayor of the City of Huntsville, Alabama



Audience Solutions Agreement

City of Huntsville – 2016

- For targeted, digital display ads in 2016, The City of Huntsville will be charged a discounted rate of \$8 per thousand impressions, waiving the creative services fee (meaning all artwork for the ads will be created by Alabama Media Group at no charge).
- This includes all standard sizes for display ads, but excludes roadblocks, wallpapers, peelbacks, sliding billboards, and sidekicks.
- For print advertising, the following rates will apply:
Sunday: \$43.70/inch (B&W) and \$50.26/inch (color)
Weekday: \$29.90/inch (B&W) and \$34.49/inch (color)
- Print ads placed at this rate have the option of premium placement, meaning the City may request the ad be placed in a specific section (such as News or Sports) along with a specific position (such as right or left-hand read).
- Please note that special editions (such as the Thanksgiving Day issue) are charged the Sunday rates due to their higher circulation/distribution.

Todd Long
Audience Solutions Executive
Alabama Media Group

**AGREEMENT BETWEEN THE CITY
OF HUNTSVILLE AND ADVANCE
LOCAL, LLC d/b/a ALABAMA MEDIA
GROUP FOR ADVERTISING
SERVICES**

STATE OF ALABAMA)
)
COUNTY OF MADISON)

AGREEMENT

THIS AGREEMENT is made and entered into this the 28th day of April, 2016, by and between the City of Huntsville, Alabama, a municipal corporation in the State of Alabama (hereinafter referred to as the "City") and Advance Local, LLC d/b/a Alabama Media Group, (hereinafter referred to as "Advance").

WITNESSETH

WHEREAS, the City has the need to advertise invitations for competitive bidding and other legal notices; and

WHEREAS, Advance offers both print and digital advertising services that meet the City's advertising needs;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties do hereby agree as follows:

1. Advance will provide targeted, digital display ads on the website al.com as requested by the City at a rate of \$8.00 per thousand impressions. This rate applies to all standard sizes for display but excludes roadblocks, wallpapers, peelbacks, sliding billboards and sidekicks. Advance will create all artwork for the said digital ads at no additional charge.

2. Advance will provide print advertising in *The Huntsville Times* to the City at the following rates:

Sunday: \$43.70/inch (black and white) and \$50.26/inch (color)
Weekday: \$29.90/inch (black and white) and \$34.99/inch (color)

Special editions (such as the Thanksgiving Day issue) are charged the Sunday rates due to their higher circulation/distribution. Print ads placed at this rate have the option of premium placement, meaning that the City may have the ad placed in a specific section (such as New or Sports) along with a specific position (such as right or left-hand read).

3. In the performance of this work it is understood between the parties that Advance and its employees, agents, subcontractors and consultants, if any, shall be acting as independent contractors and not as an employee of the City of Huntsville. Advance shall have no authority to obligate the City to any indebtedness or other obligation.

President of the City Council of
the City of Huntsville, Alabama
Date: 4/28/2016

4. The term of this Agreement shall commence on April 28, 2016 and continue through December 31, 2016.

5. This Agreement shall be governed by the laws of the State of Alabama. Venue for all actions arising out of this Agreement shall be in the courts of Madison County, Alabama.

7. 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 Advance.

8. This Agreement represents the entire agreement between the City and Advance and supersedes all prior communications, negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both City and Advance.

IN WITNESS WHEREOF, the parties have entered their hands and seals and attest to the same with the signature of the Mayor being the official act of the said municipality in accordance with his duly constituted authority.

CITY OF HUNTSVILLE, ALABAMA,
A Municipal Corporation in
The State of Alabama

By: _____
Tommy Battle, Mayor

ATTEST:

Kenneth Benion, Clerk-Treasurer

ADVANCE LOCAL, LLC

By: _____
Its: _____