

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners

DATE: November 19, 2018

FROM: Douglas R. Gonzales
City Attorney

SUBJECT: Proposed Billboard Agreement with Blue Rooster Media, LLC for the removal and replacement of the existing billboard with a two-sided Light Emitting Diode (LED) technology billboard located at 2930 Hollywood Boulevard

I have reviewed the above captioned agreement for form and legality. The general business terms and other significant provisions are as follows:

1) Department/Division involved – Dept. of Development Services

2) Type of Agreement - Billboard Agreement

3) Method of Procurement (RFP, bid, etc.) - n/a

4) Term of Contract

a) initial -40 years.

b) renewals (if any) - n/a

c) who exercises option to renew - n/a

5) Contract Amount - n/a

6) Termination rights – a) Failure by BRM to adhere to any and all laws will be deemed a violation of the Agreement and the City may pursue any and all equitable and legal remedies relating to said violations, including but not limited to BRM having to remove the Billboard; and b) In the event that BRM fails to adhere to the terms and conditions of this Agreement, the City shall provide 30 days prior written notice of such default which notice shall state the nature of the failure. BRM shall have 30 days from the receipt of notice to cure such failure. Outfront Media, LLC. shall have 30 days from the receipt of notice to cure such failure, or if the violation/default is not reasonably capable of being cured within 30 days, Outfront shall commence to cure the violation/default and to diligently pursue said cure to completion. In the event that Outfront Media, LLC fails to cure to completion within a maximum of 60 days, then City may pursue any and all equitable and legal remedies relating to the violations/defaults, including, but not limited to the removal of the billboard.

7) Indemnity/Insurance Requirements – BRM indemnifies City.

TERM SHEET BLUE ROOSTER MEDIA, LLC./JAYCEES BILLBOARD

8) Scope of Services – n/a

9) City's prior experience with Vendor (if any) –yes.

10) Other significant provisions – a) The Agreement allows for Advertising by the City based upon certain parameters (See Paragraph 7 of the Agreement) which includes public service advertising and new business welcome messages; b) The Agreement provides for Emergency Notifications on the Billboard (See Paragraph 8); and c) BRM voluntarily offered and the City has agreed that any advertising shall not include any tobacco product, adult retail, performance, entertainment establishment or service, or any advertising messages that may be reasonably construed as “hate speech”; and d) Upon the expiration of this Agreement, BRM shall either remove the Digital Billboard or negotiate a new agreement with the City.

cc: Wazir A. Ishmael, Ph.D., City Manager