11/03/2011 Resolution 502-2011

RESOLUTION NO. 502 -2011

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN ADVERTISING SPACE RENTAL CONTRACT AND ANY OTHER NECESSARY DOCUMENTS, WITH ADVERTISING VEHICLES FOR "SMART 911" ADVERTISEMENTS TO BE PLACED ON LEXTRAN BUSES, FOR THE DIVISION OF EMERGENCY MANAGEMENT/911, AT A COST NOT TO EXCEED $6,535.00.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute an Advertising Space Rental Contract, which is attached hereto and incorporated herein by reference, and any other necessary documents with Advertising Vehicles for "Smart 911" advertisements to be placed on Lextran buses, for the Division of Emergency Management/911, at a cost not to exceed $6,535.00.

Section 2 - That an amount, not to exceed the sum of $6,535.00, be and hereby is approved for payment to Advertising Vehicles, from account #4204-505601-71299, pursuant to the terms of the contract.

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: November 3, 2011

Jim Gray
MAYOR

ATTEST:
Susan Lamb
CLERK OF URBAN COUNTY COUNCIL

X:\Cases\911\11-LE0001\LEG\00320745.DOC

DJB

ADMINISTRATIVE REVIEW FORM

Request for Council Action

See Reverse for Instructions

Log No. 379-11

(296-11)

I. DIRECTORS AND / OR COMMISSIONERS (Summary of Action Requested)

To authorize the Mayor to enter an agreement with Advertising Vehicles for the production of "Smart 911" transit advertisements to be posted in/on LexTran buses.

Budgetary Implications: X Yes ____No   Advance Document Review: X Law ____Risk Mgmt

If 'Yes', provide the following information. Prepare and attach a Budget Amendment if necessary.

Fully Budgeted X   Partially Budgeted ____   Not Budgeted ____ $6,535

ACCOUNT NUMBER	THIS FY IMPACT	ANNUAL IMPACT
4204 - 505601 - 0001 - 71299	$~~3,340~~	$~~3,340~~

PROJECT ________   ACTIVITY ________   BUDGET REFERENCE ________

[signature] / 10-17-11   [signature] / 10/17/11

Director's Signature   Date   Commissioner's Signature   Date

II. RECEIVED AND LOGGED FOR CHIEF ADMINISTRATIVE OFFICER

Lauren Trimble / 10/17/11

Received By   Date

III. ADMINISTRATIVE SERVICES REVIEW

Review By	Initials / Date	Approve	Disapprove	Comments
Department of Law	DJB / 10/18	✓		
Division of Budgeting	JM / 10/18	✓		

Schedule No.________ B-102 No.________ Acct. No. 4204 - 505601 - 0001 - 71299

Project ________ Activity ________ Budget Reference 2012

Fiscal Year 2012   Annual Impact $ ~~3,340~~ 6,535   Current Balance $ 56,850

Review By	Initials / Date	Approve	Disapprove	Comments
Division of Human Resources	DNF / 11-20-11			
Division of Community Development	LG / 10-20-11	✓		
Division of Purchasing	OTS / 10-20-11	✓		

IV. POST REVIEW ACTION TAKEN

____Forward to CAO ____Hold ____ Return to Commissioner or Director

V. CAO'S REVIEW

____New Business Item ____Approve ____Disapprove ✓ Hold and Reenter (Date) ____

____Pull Permanently   Return to: ____

[signature] / 10-19-11

CAO   Date

VI. COW Work Session Recommendation

✓ To Remain on Docket   ____Receive as Information Only

____Request Add'l Info from ____   ____To Council ____ Committee

____Other: ____

Jennette Williams / 10-25-11

Council Administrator   Date

Office of the Mayor Form 1

January 10, 2011

Use previously approved form until supply is exhausted

10/17/11

Lexington-Fayette Urban County Government
DEPARTMENT OF PUBLIC SAFETY

Jim Gray
Mayor

Clay Mason
Commissioner

October 17, 2011

TO: Mayor Jim Gray and Urban County Council

FROM: David S Lucas, Director of Enhanced 9-1-1

RE: Agreement with Advertising Vehicles

This request will authorize the mayor to enter an agreement with Advertising Vehicles for the production of 'Smart911' transit advertisements to be posted in/on LexTran buses.

The total cost for the fiscal year is $3,340 and all funds are budgeted within the Division of Enhanced 911.

The following documents are attached:

1. Administrative review form. (Blue sheet)

2. Advertising Vehicles contract.

Please return completed documents to my attention for final disposition.

David Barberie

From: Jennifer Cottle
Sent: Friday, October 21, 2011 2:17 PM
To: Elizabeth McGee; David Barberie
Cc: Meredith Nelson; David Lucas
Subject: Blue Sheet Correction
Attachments: Advertising Vehicles contract.pdf

I need to request a correction to the approved Blue Sheet and Legistar file ID # 00296-11 regarding the 'Advertising Vehicles' agreement, please. The FY Impact and Annual Impact of Smart911 transit ads were mistakenly stated as $3,340, per the attached invoice; However, the invoice amount is for ad production only and an additional fee of $3,195, for the installation of the transit ads, was inadvertently overlooked on the contract with the original Blue Sheet submittal. Thus, the FY Impact and Annual Impact totals on the Blue Sheet should actually reflect $6,535. I've attached the contract and invoice for your reference.

If the Blue Sheet amount can be corrected to $6,535 (same account number 4204-505601-0001-71299) prior to the October 25th Work Session it would be greatly appreciated.

I apologize for the oversight as well as any confusion or inconvenience it may cause.

Please let me know if anything else is needed at this time.

Thank you,

Jennifer Cottle
Admin. Specialist Principal
Division of Enhanced 9-1-1
Lexington-Fayette Urban County Govt
859-425-2552
jcottle@lexingtonky.gov

RECEIVED

OCT 21 2011

BY: JB

R502-2011

Advertising Vehicles

ADVERTISING SPACE RENTAL CONTRACT

Company Name: LFUCG - Public Safety

Campaign Name / Product: Lexington Lextran & Red Cross Ads

Today's Date: October 13, 2011

A) *Inventory reserved for Client starting: 11-15-11

B) Last day inventory is held for Client use: 12-15-11

C) Client art approval of production due to Advertising Vehicles by : 11-01-11

*15 *Business days prior to start date*

TRANSIT DISPLAYS ORDERED

Number of Displays	Types of Displays
5 King/3 Kong	Red Cross Access
8	SuperTail
80	Interior Card

CLIENT AGREES TO BE BILLED THE FOLLOWING AMOUNTS ON THE FOLLOWING DATES FOR INVENTORY RESERVED

Month / Year	Amount	Month / Year	Amount
Nov 2011 PROD	3340		
Nov 2011	3195		

CONTRACT TOTAL $ 6535 NET.

Advertiser / Agency: LFUCG - Public Safety

Signature / Authorized: X

Address: 200 East Main Street Room 313

City, State, Zip Lexington, KY 40509

Telephone: 859-258-3380

Contact: David Lucas

Fax:

Email: david@lexingtonky.gov

Terry J. Kah Jr. - Advertising Vehicles

GUARANTEED BENCH OR SHELTER LOCATIONS

AD - Smart 911

Advertising Vehicles, Inc. • 4460 Lake Forest Drive, Suite 210 • Cincinnati OH 45242

TERMS AND CONDITIONS OF ADVERTISING

1. If doing production independently the Advertiser agrees to furnish displays for said advertising and to deliver the same to the Advertising Vehicles Inc. at least 10 working days before the installation date. A 10% overrun on orders of 10 signs or more is required.

2. Loss of service due to failure of the Advertiser to furnish displays as provided above for installation on the stated commencement date shall be the Advertiser's loss. Other delays in commencing service shall not constitute a violation of this contract, but the Advertiser shall be entitled to a prorata credit, or at the option of Advertising Vehicles Inc. to additional service or an extension of the term of service equivalent to the delay or omission.

3. If production is done independently and Advertiser's display(s) becomes damaged, defaced, mutilated or spoiled by reason of storm, floods, strikes, ordinary wear and tear, or any other cause, replacements shall be furnished by the Advertiser upon request, without liability or expense on the part of Advertising Vehicles Inc. or the transit authority.

4. Advertiser shall indemnify and hold harmless Advertising Vehicles Inc. and the transit authority against any liability to which they may be subjected by reason of the advertising material displayed under this contract, including, but not limited to, liability for infringement of trademarks, trade names, copyrights, invasion of right of privacy, defamation, illegal competition or trade practices, as well as all reasonable costs, including attorney's fees, in defending any such action or actions.

5. **It is understood that the client agrees to pay for rented billboard space per the schedule on page one of contract. It is understood that in the event of a late posting as a result of a missed deadline by the client that no make good or credit is due to client. In the event that the post date is missed as a result of Advertising Vehicles an extension equal to the number of missed days will be added to the end of client's expiration date.**

6. Loss of service due to fire, flood, riot or other causes beyond the control of Advertising Vehicles Inc. shall not constitute a breach of this agreement, but in such event, Advertiser shall be entitled to a prorata credit for such loss, or, at the option of Advertising Vehicles Inc., to additional service or an extension of the term of service equivalent to the service lost.

7. Advertising Vehicles Inc. accepts this contract subject to all federal, state and municipal laws and regulations with respect to the advertising matter to be displayed. In the event such advertising becomes illegal or a request is received to terminate the advertising, Advertising Vehicles Inc. reserved the right to terminate, but there shall be no short rate charge because of such termination.

a. Advertising Vehicles Inc. reserves the right to disapprove of any advertising that is false, misleading, deceptive, and/or offensive to the moral standard of the community, contrary to good taste, or contrary to the best interest of the transit authority.

b. It shall be the policy of Advertising Vehicles Inc. in Cincinnati and Nashville to prohibit public issue advertisements that tend to promote or inhibit causes and beliefs; that in the furtherance of this policy, all advertisements (except as identified in c below) shall be limited to public announcements and advertisements related to the advantages of a product, business, or service.

c. Political advertisements if allowed for candidates for public office are allowed under the following conditions: 1) each advertisement must contain in type at least 10% as tall as the advertisement, the words "PAID POLITICAL ADVERTISEMENT"; 2) contracts must be prepaid in full prior to placement of advertisement.

8. It is understood and agreed that this contract may not be cancelled by Advertiser or Advertising Agency. Advertising Vehicles Inc. reserves the right to cancel this contract at any time upon default by the agency and/or Advertiser in the payment of bills or other breach, or in the event of any material violation on the part of the agency and/or Advertiser of any of the conditions herein named; and upon such cancellation, all advertising done hereunder, including short term rates or other charges under this contract, and unpaid, shall become immediately due and payable. In case of delinquency it shall not prejudice the rights of the Advertising Vehicles Inc. hereunder with respect to any breach or breaches not specifically waived by Advertising Vehicles Inc.. In the event of any such breach or breaches, Advertising Vehicles Inc. shall be discharged from any obligation to continue to display the Advertiser's copy; and in the event of suit for the collection of unpaid accounts, all costs of suits, including reasonable attorney's fees may be added to the monies owed.

9. Advertising Vehicles Inc. shall not be held responsible for returning advertising displays to Advertiser or Advertising Agency.

10. This contract is not assignable by the Advertiser, nor may the subject of the advertising be changed.

11. This contract becomes effective when executed by Advertising Vehicles Inc. and contains the full agreement of the parties, and no representation or assurances, verbal or written, shall affect or alter the obligation of either party hereto. Any modification to this agreement shall be made by issuing a new contract.

12. Any bill rendered to the agency and/or Advertiser shall be conclusive as to the correctness of the items therein set forth and shall constitute an account stated unless written objection is made thereto by the agency and /or Advertiser within thirty (30) days from the rendering thereof.

13. Late charges of 1.5 % (18% per annum) will be applied to account balances over 30 days. Accounts that are delinquent 45 days may be cancelled without advance notice.

14. Contract is subject to credit approval and the acceptance of this contract by signature of the advertiser and or agency authorizes Advertising Vehicles Inc. to request credit information from the Retail Credit Bureau.

15. Advertiser and/or Advertising Agency, if any, are both individually and severally responsible for payment under this contract. It contains all of the agreement and representation of the parties hereto, and no representation or promise not set forth herein shall affect the obligation of either party hereunder.

16. The Agreement is governed by the laws of the State of Ohio, and all litigation arising from this Agreement shall be instituted in Hamilton County, Ohio

Initials:	Date:

Advertising Vehicles
messages that stick

Invoice

Date	Invoice #
10/14/2011	25665

Bill To:

LFUCG Dept. of Public Safety Division
166 N. Martin Luther King Blvd.
Suite 275
Lexington, KY 40507

Remit To:

Advertising Vehicles
4460 Lake Forest Drive, Suite 210
Cincinnati, OH 45242
(513) 554-4700

www.advertisingvehicles.com

P.O. No.	Terms	Due Date	Rep	Project
11101306	Due on Receipt	10/14/2011	KN	11101307 - Kings (5) Kongs (3)

Item	Description	Qty	Amount
Lexington Transit	Production for Transit Advertising	1	3,340.00

Go Paperless!

Send your email address and account information to: msnyder@advertisingvehicles.com, and receive all of your invoices and statements electronically.

Thank You For Your Business!
If you have any questions regarding this invoice, please contact your account representative at (513) 554-4700.

Total	$3,340.00
Payment/Credits	$0.00
Balance Due	$3,340.00

Advertising Vehicles
messages that stick

Credit Card Authorization

Client Name: ______________________________

Name on Card: ______________________________

Card Billing Address: ______________________________

____

Phone Number: ____________________

Type of Card:
- ☐ Visa
- ☐ Mastercard
- ☐ Discover
- ☐ American Express

Card # __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ __ Expiration Date: __ __ / __ __

Three Digit Security Code on the Back of Your Card: __ __ __

My signature below authorizes Advertising Vehicles to charge my credit card for the following:

- ☐ One-time payment of $________________.
- ☐ Re-occurring charge of $____________________ each month on the 15th for the duration of my contract.

Cardholder Signature:

______________________________ ____________________

Signature Date

NOTICE TO CARDHOLDER: If your credit card listed above is declined for any reason there will be a service fee of $25 charged to your account.

Internal Use Only:

Invoice #	Invoice Date	Invoice Amount	Approval Code	Date Deposited

AE: __________

Advertising Vehicles
4460 Lake Forest Drive, Suite 210 Cincinnati, Ohio 45242
(513) 554-4700 **Fax (513) 554-4702**