

ORDINANCE NO. 11-2017

AN ORDINANCE BY THE COUNCIL OF THE CITY OF NEW PHILADELPHIA AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH THE QDA EDUCATIONAL FOUNDATION FOR THE PURPOSES UTILIZING THE CITY OWNED SANITATION VEHICLES FOR THE PURPOSES OF SOLICITING ADVERTISING AND GENERATING REVENUE FOR THE CITY SANITATION DEPARTMENT.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NEW PHILADELPHIA, OHIO, AS FOLLOWS:

SECTION 1. The Mayor is hereby authorized to enter into an Agreement with the QDA Educational Foundation on behalf of the City of New Philadelphia, Ohio, for the purposes of utilizing the City owned Sanitation Vehicles for the purposes of soliciting advertising and generating revenue for the City Sanitation Department. (A copy of the Agreement is attached hereto and incorporated herein as if fully rewritten.)

SECTION 2. This Agreement is entered into by and between the City of New Philadelphia and the QDA Educational Foundation.

SECTION 3. The Agreement shall be for a minimum of three (3) years from the date fully executed and shall have renewal options for periods of three (3) years, unless otherwise terminated by either party.

SECTION 4. This Ordinance shall take effect and be in force immediately upon its passage and approval.

PASSED: \_\_\_\_\_, 2017

\_\_\_\_\_  
SAM R. HITCHCOCK  
PRESIDENT OF COUNCIL

ATTEST:

\_\_\_\_\_  
JULIE COURTRIGHT  
CLERK OF COUNCIL

\_\_\_\_\_  
MAYOR JOEL B. DAY

SPONSORED BY: SPECIAL AND CONTACT COMMITTEE

## LEASE AND MANAGEMENT AGREEMENT

THIS AGREEMENT made and entered into on the date indicated below by and between the **QDA EDUCATIONAL FOUNDATION (501C3)** and **THE CITY OF NEW PHILADELPHIA, OHIO**, a municipal corporation:

### WITNESSETH:

WHEREAS, the parties desire to enter into a relationship wherein the city of New Philadelphia shall grant to the QDA Educational Foundation the right to utilize the City owned Sanitation Vehicles for the purposes of soliciting advertising and generating revenue for the City Sanitation Department.

WHEREAS, QDA Educational Foundation desires to assume full management and operational control of any and all sales of advertisements, collection of revenue, and payment for advertisements, contract fees and installation.

NOW, THEREFORE, the parties agree as follows:

1. **LEASE:** The City of New Philadelphia does hereby let to the QDA Educational Foundation, subject to the provisions of this agreement, access to the city-owned Sanitation Vehicles for the purposes of soliciting advertising and generating revenue.
2. **MANAGEMENT:** The QDA Educational Foundation shall assume any and all responsibility for soliciting advertisements, collecting revenue, paying for said advertisements, contract fees, and installation.
3. **CLAIMS AND INDEMNIFICATION:** The QDA Educational Foundation hereby assumes any and all claims and demands made by persons claiming any injuries directly resulting from said advertisements; The QDA Educational Foundation shall indemnify and hold the City of New Philadelphia harmless from any such claim or demand, including attorney's fees and related expenses.
4. **PAYMENT:** In consideration thereof, during the first year of this agreement, the QDA Educational Foundation shall sell advertising on City owned Sanitation Vehicles and be responsible for the installation of the same. Thereafter, beginning with the second year of this agreement, and continuing each year this agreement remains in effect, the QDA Educational Foundation shall provide the City of New Philadelphia with an annual check amounting to 40% of any and all revenue generated as a result of this agreement.
5. **TERM AND TERMINATION:** This Agreement shall commence on the date executed herein and shall be in effect for a period of three (3) years. This Agreement shall automatically renew at the end of the term for an additional three (3) year period thereafter. The Agreement shall remain in effect until such time as a written termination notice is provided by QDA Educational Foundation or the City of New Philadelphia.

Such termination notice will terminate this agreement at the end of sixty (60) days thereafter.

**IN WITNESS WHEREOF**, the parties have set their hands on this \_\_\_\_ day of \_\_\_\_\_, 2017.

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Joel B. Day, Mayor  
City of New Philadelphia, Ohio

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Tom Farbizo  
Recruitment/Fund Raising  
The QDA Educational Foundation