



CITY of NOVI CITY COUNCIL

Agenda Item 1
October 10, 2016

SUBJECT: Approval of three year agreement with 2 Stones Events to coordinate an annual "Vibe on Main" festival on Main Street.

SUBMITTING DEPARTMENT: Neighborhood and Business Relations

CITY MANAGER APPROVAL: 

BACKGROUND INFORMATION:

On Saturday, August 13, 2016, 2 Stones Events held the first "Vibe on Main" on Main Street. The event which included several bands, craft vendors, food and beverages was well received by Main Street businesses and community members. It is believed the event will grow and become a signature event for the Main Street area and Novi.

An event like "Vibe on Main" provides community benefits similar to those enjoyed by a tourist destination. They bring communities together and instill a sense of pride. Residents from surrounding communities will be attracted to event offerings which stimulate growth and strengthens regional relationships.

The proposed agreement with 2 Stones would allow the City to host a signature event in our growing Main Street area, with a professional, highly respected event planning company managing its operations. 2 Stones would be responsible for overall programming, event sponsorships and vendors, advertising, and insurance. The City will assist with necessary road closures, fencing, signage, volunteers, and use of the mobile stage.

The contract is recommended for three years, providing 2 Stones time to grow the event annually and improve on each year's prior successes.

RECOMMENDED ACTION: Approval of three year agreement with 2 Stones Events to coordinate an annual "Vibe on Main" festival on Main Street.

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Burke				
Council Member Casey				

	1	2	Y	N
Council Member Markham				
Council Member Mutch				
Council Member Wrobel				

AGREEMENT FOR PROFESSIONAL SERVICES

VIBE ON MAIN

This Agreement for Professional Services ("Agreement"), dated October 11, 2016, is by and between the City of Novi, a Michigan municipal corporation, whose address is 45175 Ten Mile Road, Novi, MI 48375 (hereinafter referred to as "the City"), and 2 Stones Events, Inc., a Michigan corporation, whose address is: 524 Victoria Square, Brighton, MI 48116 (hereinafter referred to as "2 Stones").

THE CITY AND 2 STONES AGREE AS FOLLOWS:

ARTICLE I PURPOSE OF AGREEMENT

1. The City desires to host a Festival, known as "Vibe on Main," in its growing Main Street area, to include music, food, and other forms of entertainment, on the weekend of June 23 and 24, 2017.
2. 2 Stones can offer the City professional assistance with respect to such an event, including, but not limited to, planning, operation, scheduling talent, and event promotion.
3. The Parties' intention is that 2 Stones will undertake the great majority of the work necessary to put on the Festival, with minor assistance by the City. 2 Stones will also bear the entire cost of putting on the Festival, except as otherwise expressly provided in this Agreement. In return, 2 Stones will retain the proceeds from the Festival, if any, except as otherwise expressly provided in this Agreement, but will also bear the risk of loss in the event expenses exceed revenues.
4. The Parties expect the Festival to be an annual event for a period of at least 3 years, subject to annual reviews.

ARTICLE II DURATION OF AGREEMENT

This Agreement commences on October 11, 2016. It is intended to bind the parties to three (3) Festivals. The parties currently expect the Festival to be an annual summer event.

There shall be three (3) separate Festival Years. The First Festival Year shall be from October 11, 2016 to June 30, 2017. The Second Festival Year shall be from July 10 through ten (10) days after completion of the second Festival. The Third Festival Year shall be from ten (20) days after the completion of the second Festival to ten (10) days after completion of the third Festival.

Either party shall have the right to terminate the Agreement in the period between Festival Years, with or without cause. Upon commencement of a Festival Year, the Agreement may only be terminated with cause or by mutual consent of the Parties.

The Agreement shall terminate automatically at the conclusion of the Third Festival Year, unless the parties mutually agree in writing to continue their relationship relative to the Festival under the same or amended terms and conditions.

ARTICLE III RESPONSIBILITIES OF THE CITY

The City hereby agrees to undertake the following activities for planning, operation, scheduling of events, and promotion of the Festival:

1. The City shall make available and set up its mobile stage in a mutually agreed-upon location.
2. The City shall provide fencing for the separate area to be reserved for the sale and consumption of alcohol, in a mutually agreed-upon location.
3. The City shall provide trash and garbage removal during and after the Festival.
4. The City shall approve road closures as it determines necessary and appropriate for the Festival.
5. The City will assist in the promotion of the Festival, including through the use of printed fliers and the utilization of other City-sponsored publications or media, and will provide banners for advertising the Festival.
6. The City will cooperate with 2 Stones to establish mutually agreed-upon times for the Festival, event lay-out, and other logistical issues.
7. The City Manager, or his designee, shall be the primary point of contact for this Agreement.

ARTICLE IV RESPONSIBILITIES OF 2 STONES

2 Stones hereby agrees to undertake the following activities with respect to operation of the Festival:

1. 2 Stones shall provide shall provide the overall programming for the Festival, including all tents or other temporary structures, supplies, and personnel and staff required for operation of the Festival.

2. 2 Stones shall solicit event sponsors, entertainers, vendors, and other groups, performers and activities for the Festival. All activities and entertainment shall be family-friendly.
3. 2 Stones shall provide for advertising for the Festival, including marketing supplies.
4. 2 Stones shall be responsible for all Festival expenses, including costs for entertainment, staff, and miscellaneous expenses, except as to those items listed as City Responsibilities above. 2 Stones shall provide information to the City, at the close of each Festival, regarding overall revenues and expenditures (profit/loss) of the Festival.
5. 2 Stones shall communicate with the City Manager or his designee on a regular basis regarding the status of sponsorships, vendors, entertainment, and the like.
6. 2 Stones shall undertake all administrative responsibilities with regard to food, entertainment, and all other activities, including, but not limited to, vendor registration, location, licensing, and certifications, including, but not limited to, all required governmental inspections and approvals.
7. 2 Stones will cooperate with the City to establish mutually agreed-upon times for the Festival, event lay-out, and other logistical issues.
8. 2 Stones will not discriminate in providing its services and shall provide those services without regard to race, religion, national origin, sex, or other protected class characteristic.

ARTICLE V PROCEEDS OF THE FESTIVAL

It is the Parties' understanding and expectation that, except with respect to the above-enumerated costs and responsibilities of the City, the Festival shall be a "turn-key" operation, and all costs for putting on the Festival are to be borne by 2 Stones. If revenues (including, by way of example, proceeds from any admission fees collected, or sponsorship fees collected) such excess amount shall be retained by 2 Stones. Conversely, if the costs of the Festival exceed revenues or proceeds, 2 Stones will bear such loss. The City shall in no event have any responsibility for any such loss, and shall bear no expenses except as specifically listed above.

ARTICLE VI INSURANCE AND INDEMINITY

2 Stones shall provide liability insurance with limits of \$1 Million per occurrence and \$2 Million general aggregate to cover any and all claims and liability for bodily injury, illness, death and personal injury and property damage arising out of the use of the operations and activities of the Festival. The policy shall name the City of Novi, Novi City Council and all City agents, officials, employees, volunteers and representatives as

additional insureds. The policy shall be primary and non-contributory. The policy shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 30 days prior written notice is given to the City. A copy of a properly executed Certificate of Liability Insurance for such insurance coverage shall be attached to this Agreement, at the time of execution, as Exhibit A.

Further, 2 Stones hereby agrees that it shall indemnify and hold harmless the City, Novi City Council and all City agents, officials, employees, volunteers and representatives from any and all claims for bodily injury, illness, death and personal injury and property damage arising out of the the operations and activities of the Festival. 2 Stones shall have no duty to indemnify and hold harmless the City for any loss, claim or other liability that is the result of the City's sole negligence or wrongful act.

ARTICLE VII INDEPENDENT CONTRACTOR RELATIONSHIP

The parties to this Agreement intend that the relationship between them created by this Agreement is that of independent Contractor. It is expressly agreed, understood and intended that no employee-employer relationship shall exist or be established between the City and 2 Stones.

Neither the City, nor 2 Stones, nor any agent, employee, representative or volunteer of the City or 2 Stones shall be deemed to be the employee or agent of, or a servant of the other party.

Each party will be solely responsible for payment of salaries, wages, and other compensation for its employees and agents.

Neither the City, nor any officer, agent, employee or subContractor of the City shall be eligible for coverage under or eligible to receive the benefits of 2 Stones's workers' compensation, unemployment or health insurance, pension plans or other benefit plans.

Neither 2 Stones, nor any officer, agent, employee or subContracto of 2 Stones shall be eligible for coverage under or eligible to receive the benefits of the City's workers' compensation, unemployment or health insurance, pension plans or other benefit plans;

Each party shall perform under this Agreement as an independent Contracto, and no liability or responsibility with respect to benefits of any kind, including without limitation, medical/health benefits, worker's compensation, pension rights, or other rights or liabilities arising out of or related to a Agreement for hire or employer/employee relationship shall arise or accrue to the other party as a result of the performance of this Agreement;

Except as otherwise provided herein, with respect to entertainment and expenses of the Festival, neither party is authorized to enter into or sign any agreements on behalf of the other party.

ARTICLE VII GENERAL PROVISIONS

1. **Entire Agreement.** This instrument contains the entire Agreement between the City and 2 Stones. No verbal agreement, conversation, or representation by or between any officer, agent, or employee of the parties hereto, either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained.
2. **Compliance with Laws.** This Agreement shall be subject to all applicable state, federal and local laws, ordinances, rules or regulations, including without limitation, those which apply because City is a public governmental agency or body.
3. **Governing Law.** This Agreement shall be governed by the laws of the State of Michigan.
4. **Assignment.** Neither party shall assign this Agreement or any part thereof without the written consent of the other party. This Agreement shall be binding on the parties, their successors, assigns and legal representatives.
5. **Third Parties.** It is the intention of the parties hereto that this Agreement is not made for the benefit of any private third party.
6. **Notices.** Written notices under this Agreement shall be given to the parties at their addresses contained in this Agreement by personal or registered mail delivery to the attention of the following persons:

City: Cortney Hanson. City Clerk, City of Novi, 45175 W. Ten Mile Road, Novi MI, 48375.

2 Stones: Cal Stone, 524 Victoria Square, Brighton, MI 48116.
7. **Changes.** Any changes in the provisions of this Agreement must be in writing and signed by the City and 2 Stones.
8. **Waivers.** No waiver of any term or condition of this Agreement shall be binding and effective unless in writing and signed by all parties, with any such waiver being limited to that circumstance only and not applicable to subsequent actions or events.

9. **Jurisdiction and Venue of Agreement.** This Agreement shall be considered for all purposes, including the establishment of jurisdiction and venue in any court action between the parties, as having been entered into and consummated in the City of Novi, Oakland County, Michigan.

IN WITNESS WHEREOF, the City and 2 Stones have executed this Agreement in Oakland County, Michigan, as of the date first listed above.

This Agreement is made and entered on this the _____ day of _____, 20____.

CITY

WITNESS:

CITY OF NOVI, a
Michigan municipal corporation,

By: _____
Robert J. Gatt, Its Mayor

By: _____
Cortney Hanson, Its Clerk

WITNESS:

2 STONES

2 STONES, LLC, a Michigan limited liability company
