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# CITY of NOVI CITY COUNCIL

Agenda Item 1  
August 10, 2009

**SUBJECT: Approval of the Inter-Governmental Movie Equipment Agreement between the Charter Township of Milford, City of Northville, City of Novi, City of South Lyon and City of Wixom.**

**SUBMITTING DEPARTMENT:** Parks, Recreation and Cultural Services

**CITY MANAGER APPROVAL**

**BACKGROUND INFORMATION:**

The Parks, Recreation and Cultural Services Department (PRCS) currently has three outdoor movies planned as a part of the Sizzling Summer Arts Series (SSAS) - a series of free community events held in City of Novi Parks, including movies, concerts and puppet shows. The movies are shown on a large outdoor inflatable screen, utilizing a contractual arrangement with a vendor specializing in such rentals. The cost of providing all three movies for the community this summer is nearly \$4,000, which is covered by sponsorships from local businesses. This is the second year of offering movies as a part of the series, as they were very well received by the community in 2008.

Since April 2009, the City of Novi has been developing a partnership with four other communities in the area that also show movies each year; Charter Township of Milford, City of Northville, City of South Lyon and City of Wixom. An Inter-Governmental Movie Equipment Agreement has been developed to purchase an inflatable movie screen and equipment in partnership instead of using contracted services. The major benefits include a long-term cost savings in the acquisition of equipment and programming expenses since the equipment can be used for years to come. In addition, this agreement will allow the City the ability to utilize the equipment at other City events and venues each year.

The timeline for ordering the system is approximately 4 weeks after the consideration and approval of the Inter-Governmental Movie Equipment Agreement by City Council and the other four communities (estimated arrival time of late September). The total cost of a complete system (as listed in Attachment A of the Inter-Governmental Movie Equipment Agreement) is a maximum \$33,000. Split amongst the five communities, the cost to the City of Novi is \$6,600 or less to purchase equipment that can be used over multiple years, incurring \$1,400 in savings by year two of the agreement and at least \$4,000 every year after that, at a minimum estimate of 10 years of use this will amount to \$33,000 in cost savings.

**RECOMMENDED ACTION: Approval of the Inter-Governmental Movie Equipment Agreement between the Charter Township of Milford, City of Northville, City of Novi, City of South Lyon and City of Wixom.**

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Gatt				
Council Member Burke				
Council Member Crawford				

	1	2	Y	N
Council Member Margolis				
Council Member Mutch				
Council Member Staudt				



July 29, 2009

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Nancy Cowan, Superintendent of Recreation  
City of Novi  
45175 West Ten Mile Road  
Novi, MI 48375

***Re: Review of Intergovernmental Agreement-Movie Screen  
Our File No. 55142.NOV***

Dear Nancy:

Pursuant to your request, we have reviewed the proposed Intergovernmental Agreement between the Cities of Novi, South Lyon, Northville, Wixom and Milford Township for the purchase and sharing of a portable outdoor movie screen and related equipment. We have several comments on the proposed Agreement, and suggest they be addressed before the City approves entering into the Agreement.

First of all, we would recommend a more detailed definition of "Equipment." It might be easiest to attach a list of the equipment purchased in an attachment to the Agreement and simply refer to the attachment in the body of the Agreement.

Paragraph 1 should be modified to clearly state that each party will contribute an equal share of the cost of the equipment. Additionally, a sentence should be added clarifying to whom payment is to be made and by when (i.e., upon receipt of invoice, within 30 days after signing the Agreement, etc.).

Paragraph 2 should clarify the time frame within which each party will be allowed the proposed three uses (i.e., annually, monthly, etc.).

Paragraph 3 should include a sentence requiring enclosed, secure storage while the equipment is in each party's possession.

The word "will" should be replaced with the word "shall" in the second line of Paragraph 5.

Paragraph 6 conflicts with itself, as it provides that no more than five parties may sign onto the Agreement, but additional parties may be added upon payment of certain costs. This Paragraph should also include a provision for reimbursement

Nancy Cowan, Superintendent of Recreation  
July 29, 2009  
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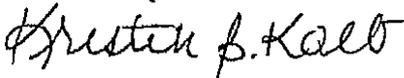
or non-reimbursement (depending on the desire of the parties) should one party drop out of the Agreement.

The second sentence of Paragraph 7 should be modified to read as follows: "If the Equipment is damaged during use *by or while otherwise in the possession of one of the Parties*, it *shall* be the responsibility of the Party in possession of the Equipment at *the time damage is incurred, . . .*".

Finally, we would recommend adding a provision requiring each party to indemnify and hold harmless the others for any accident, injury or damages occurring while the equipment is in the possession of that party.

While we understand the intent was to keep the Agreement as simple as possible, we feel the proposed additions are necessary for the protection of the City, as well as the other parties. If you have any questions about the proposed changes, please feel free to contact me.

Very truly yours,

  
Kristin Bricker Kolb

/kbc

C: Maryanne Cornelius, City Clerk  
Pamela W. Antil, Assistant City Manager  
Kathy Smith-Roy, Finance Director  
Randy Auler, Director of Parks, Recreation and Cultural Services  
Tia Gronlund-Fox, Director of Human Resources  
Thomas R. Schultz, Esquire

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**INTER-GOVERNMENTAL MOVIE EQUIPMENT AGREEMENT**  
**Between the Charter Township of Milford, City of Northville,**  
**City of Novi, City of South Lyon and City of Wixom.**

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The Charter Township of Milford, 1100 Atlantic, Milford, Michigan 48381, City of South Lyon, 335 South Warren, South Lyon, Michigan 48178, City of Northville, 215 West Main, Northville, Michigan 48167, City of Novi, 45175 West 10 Mile, Novi, Michigan 48375, and City of Wixom, 49045 Pontiac Trail, Wixom ("the Parties") hereby enter into the following agreement to jointly purchase and maintain equipment (the "Equipment" as defined in attachment A) to show motion pictures outdoors. In this Agreement the Cities and Township will be referred to individually as "Party" or jointly as "Parties."

WHEREAS, the Parties have discussed jointly purchasing and maintaining the Equipment to show motion pictures outdoors in order to promote cooperation between communities and to better serve their residents; and

WHEREAS, some of the Parties involved currently rent the Equipment necessary to show motion pictures outdoors and purchasing this equipment with other communities will result in a substantial cost savings in the acquisition of equipment, maintenance and programming; and

WHEREAS, in the spirit of mutual cooperation, the parties desire to work together for inter-governmental cooperation, and agree to enter into the following:

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The Parties will jointly purchase the Equipment to show motion pictures outdoors. Each Party will contribute an equal share of the cost of the Equipment. The total cost for the Equipment will not exceed \$33,000. The City of South Lyon will purchase the Equipment and be paid upon receipt of invoice by the other Parties within 30 days.
2. Each Party will be able to use the Equipment no less than three (3) times annually. There will be no limit placed on the maximum number of uses for each Party.
3. Unless alternative arrangements are made, the Equipment will be stored with the last Party to use it. The Equipment must be stored in an enclosed and secure location while it is in a Party's possession. The Party scheduled to use the Equipment next is responsible for picking it up. Storage in the winter months or for long periods of time will be established and agreed on by all Parties upon purchase of the Equipment.

4. The scheduled use of the Equipment will be agreed upon by all of the Parties involved. Any scheduling conflicts will be resolved by all of the Parties in a fair and equitable manner.
5. The Equipment will only be used by the Parties entering into this agreement. The Equipment shall not be loaned or leased to any other persons or groups.
6. The number of Parties entering into this agreement will be limited to five (5). If a Party wishes to drop out of the agreement they will not be reimbursed for any expenses related to the purchase or maintenance of the Equipment. If any of the Parties drop out of the agreement a municipality wanting to enter into the agreement must pay all costs incurred by the Parties to date, less maintenance and damage fees.
7. All Parties will include the Equipment on their insurance policies. If the Equipment is damaged during use by or while otherwise in the possession of one of the Parties, it shall be the responsibility of the Party in possession of the Equipment at the time damage is incurred and their insurance provider, to pay for the repair or replacement of the Equipment.
8. Repairs, maintenance and replacement components that are the result of normal usage of the Equipment will be paid for by all of the Parties equally.
9. Each Party shall indemnify and hold the other Parties harmless for any accident, injury or damages occurring while the Equipment is in the possession of that Party.
10. The agreement covers the purchase of the Equipment only. It is the responsibility of each Party to pay for film rental and licensing fees for the motion pictures shown in their community.
11. The Parties agree to establish detailed reservation, maintenance, storage processes and other necessary details upon purchase of the screen in a complete Movie Equipment Use Guide.

The parties agree to resolve any disputes as to Equipment use or otherwise in good faith. In the event that the Parties cannot resolve any reasonable dispute, the parties agree to seek alternative dispute resolution methods agreeable to all parties, which are legally permissive at the time of the dispute. The parties agree to use their best efforts to resolve any good faith dispute within 90 (ninety) days notice to the other party. In the event the parties cannot resolve that dispute as set forth above, they may seek such remedies as may be permitted by law.

Signed by representative:

\_\_\_\_\_

By: Donald Green, Supervisor, Charter Township of Milford

On the \_\_\_\_\_ day of \_\_\_\_\_, 2009

\_\_\_\_\_

By: Patrick Sullivan, City Manager, City of Northville

On the \_\_\_\_\_ day of \_\_\_\_\_, 2009

\_\_\_\_\_

By: David Landry, City of Novi, Mayor

On the \_\_\_\_\_ day of \_\_\_\_\_, 2009

\_\_\_\_\_

By: John Doyle, Mayor, City of South Lyon

On the \_\_\_\_\_ day of \_\_\_\_\_, 2009

\_\_\_\_\_

By: Kevin Hinkley, Mayor, City of Wixom

On the \_\_\_\_\_ day of \_\_\_\_\_, 2009

**ATTACHMENT A:**  
**INTER-GOVERNMENTAL MOVIE EQUIPMENT AGREEMENT**  
**Between the Charter Township of Milford, City of Northville,**  
**City of Novi, City of South Lyon and City of Wixom.**

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"The Equipment" referenced in the Inter-Governmental Agreement between the Charter Township of Milford, City of Northville, City of Novi, City of South Lyon and City of Wixom includes:

Screen:

- 26'x20' inflatable frame.
- 20'x11' projection surface
- Bungee screen connectors
- (1) Protective cover with handles for screen.
- (1) Air blower
- (1) Screen repair kit
- (8) high tension ropes/tethers
- (4) 3.5' steel anchor stakes
- (1) Steel sledge hammer

Console:

- Central Console
- 2 professional rack mount DVD players
- Power conditioner with LED lights
- Audio mixer
- Video mixer
- 3 screen LCD panel
- Wireless Microphone

Projector:

- Sanyo LCD projector
- (1) Replacement lamp bulb
- (1) Projector protective Case

Speakers:

- (2) Mackie speakers & speaker bags
- (2) Professional speaker stands with bag
- (2) 50' XLR Speaker cables
- (2) Mackie 15" Subwoofers –

Miscellaneous:

- Generator (5000 watts)
- (1) Heavy duty cart for screen
- (1) Dolly for moving equipment
- (2) Folding tables

- (1) Work lighting
- (1) Case for cables and cords
- Extension power cords

Trailer

- (1) Enclosed Trailer and hitch

DRAFT