



CITY of NOVI CITY COUNCIL

Agenda Item C
June 17, 2013

SUBJECT: Approval of the Theatre contract for Novi Parks, Recreation and Cultural Services to Sky's The Limit Productions LLC, a Michigan Limited Liability Company, whose address is 29424 Regents Pointe Farmington Hills, MI 48331.

SUBMITTING DEPARTMENT: Parks, Recreation and Cultural Services

CITY MANAGER APPROVAL:

BACKGROUND INFORMATION:

Traditionally Novi's community theater took a significant amount of staff time and effort to produce quality entertaining shows. City staff is proposing entering into a contract with Sky's The Limit Production LLC (STL) who will manage the theater operations including the coordination of production staff and communication with parents. While City staff will continue to coordinate all theater activities with STL, the contract will allow the PRCS arts division to focus on new arts opportunities such as Villa Barr Art Park, public art programming and serve as the staff liaison for the newly formed Arts Advisory Board.

STL will provide the City with a pre- and post-production budget for each program, to be approved by the City. Ticket prices for each program will be established by the City, with input by STL. The City will handle all registrations, and will provide all box office, ticketing, and credit card processing services. The parties shall split the proceeds of activity fees and ticket sales received as follows, with the amount due to STL being payable within a reasonable time after the close of registration, but in no event later than 60 days from the completion of the show or program:

2013-2014 Season:	20% to City 80% to STL
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Remainder of Contract and renewals	30% to City 70% to STL
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STL Productions was founded in 2002 to bring theatre to the youth of Southeast Michigan. They currently offer musical productions, summer camps, classes and younger youth acting programs through the City of Southfield & JCC of West Bloomfield. STL works with students in every area of life, from public and private schools, homeschool students, and community based programs.

Lisa Salisbury-Muscio, owner of Sky's The Limit Productions, will serve as the lead contact with the City. She studied theater at Michigan State University and has been involved in over 40 productions to date; directing, choreographing, acting, producing or working backstage in some capacity.

Upon mutual agreement of the client and the contractor, the contract can be renewed three (3) additional years in one (1) year increments.

RECOMMENDED ACTION: Approval of the Theatre contract for Novi Parks, Recreation and Cultural Services to Sky's The Limit Productions LLC, a Michigan Limited Liability Company, whose address is 29424 Regents Pointe Farmington Hills, MI 48331.

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

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

Sky's The Limit Productions Casting Philosophy

Everyone who auditions for a Sky's The Limit Productions show has a chance of getting cast in the show that they are auditioning for. If they do not get cast in the current show, STL will guarantee that they will be cast in the upcoming show at that venue. This allows any child who may be very nervous, have poor audition talents, or are special needs to have the opportunity to experience being part of a show and appearing on stage. Some of our most treasured memories are of children who overcame their fears to blossom on stage. As our Mission Statement says, our goal is to provide a learning experience to all children. STL works hard to make sure that all children are given the opportunity to learn and grow in the theatre and arts as they build their confidence and self-esteem.

Lead roles do not always go to the person with the best audition. A child who has a lead in one production, will be expected to fill a supporting role in their next show in a season. This serves several purposes. It allows other children the chance to take on roles that may not be available to them otherwise. But more importantly, it provides a learning environment for leads to support the production by working in a team environment with other cast members. Our leads have an enormous amount of talent and we count on them to share it with rest of the cast in performing in these supporting roles. They also learn valuable life lessons on teamwork and in working towards the goals of the show, as opposed to their personal goals.

Sky's The Limit Production Crew

The success of any production, class or camp relies on the experience of the crew working on it. Sky's The Limit's strength is in the experience brought in every day of the staff. STL relies on many people to make a show a success. Together the crew listed below and the many not listed make a great team to not only ensure a quality production but make sure every child is important.

Lisa Salisbury-Muscio-Lisa is Creative Director and owner of Sky's The Limit Productions. She has been acting since the age of 10 on stages throughout Michigan. She studied theater at Michigan State University and has been involved in over 40 productions to date directing, choreographing, acting, producing or working backstage in some capacity.

Rose Randall Warner – Rose is a working performer, teacher and coach in the fields of music and theatre. Over a 30 year career, her work has included jazz, classical and church music, musical theater and commercials. Currently, Rose teaches in her home studio and works as Vocal Director with Sky's The Limit ensuring both quality and quantity of sound to productions for the past 8 years.

Jim Kelly- Jim has worked in different capacities in theater. Backstage he has produced over 15 shows and has also worked as a Director and Sound Technician with Sky's The Limit Productions. Jim has brought his ideas to life as set designer for the Sky's The Limit Productions over the past few years.

Nancy Cooper- Nancy is a graduate of Cincinnati's School for the Creative and Performing Arts, where she majored in theater with minors in ballet, musical theater, and piano. Nancy has 36 years of experience as an actress and dancer, performing from coast to coast. She began directing while in school and has nurtured that aspect of her art over the last ten years. She has a particular passion for Shakespeare and Children's Theater.

Maureen Mansfield – Maureen spends her days in theaters in the Metro Detroit area doing everything from makeup to directing. She designed makeup for STL's last few productions. Maureen recently directed "The Picture of Dorian Gray" at the Michigan Youth Theater and "A Christmas Story" at The Farmington Players. Maureen's on the Board of Directors for Two Muses Theater and The Farmington Players.

Pam Shapiro- Pam is both a set painter, muralist, and costume designer. She has been working for the past 20 years enjoying her art and sharing it with others. Her work can be seen at the Barn Theatre, Oakland community College theatre, Sky's The Limit Productions, Novi Theatre, Two Muses Theatre, many Schools, Churches and homes throughout NJ, NY, Mass. and Michigan.

Susanne Schneewind- Susanne has been working as the Box Office Manager with Sky's The Limit Productions since 2002. Since this point she has been the point person for over 25 shows and with thousands of parents. Her works as an Account Representative and in the fashion business give her the skills needed to work with parents of our casts.

CONTRACT FOR THEATER PRODUCTION SERVICES

THIS CONTRACT FOR SERVICES ("Contract"), shall be considered as made and entered into as of the date of the last signature ("Effective Date"), and is between the City of Novi, a Michigan municipal corporation, whose address is 45175 W. Ten Mile, Novi, Michigan 48375, (hereinafter referred to as "City"), and Sky's The Limit Productions LLC, a Michigan Limited Liability Company, whose address is 29424 Regents Pointe Farmington Hills, MI 48331, (hereinafter referred to as "STL").

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE CITY AND STL AGREE AS FOLLOWS:

Article I. Provision of Theater Production Services.

STL shall provide theater production services for the following City programs:

- Fall and Spring Large Cast Production
- Winter Younger Kids Production
- Summer Camps, Theatre Classes for all ages
- Singing/acting workshops or lessons
- Senior Variety Show
- Shakespeare In The Park
- Dinner Theatre
- Other similar programs as mutually agreed to by the parties.

The term "program" includes programs, productions, classes, camps and any other service provided by STL.

The City reserves the right to change, add to, or reduce the number of programs offered. Programs are contingent upon a minimum enrollment, as determined by the City, being met. In the event that programs are eliminated, the City shall not be responsible for STL's loss of revenue, if any.

Article II. STL's Responsibilities.

STL will:

- Direct and produce all shows and programs listed above.
- Provide materials, instruction, and qualified staff for theatre classes, camps, and performances.
- Assist with promotions/promotional activities as requested by the City.
- Provide a ticket sales manager to sell tickets to the cast at specified dates in the rehearsal schedule through the "City of Novi PRCS Rec1 registration system."
- Make available the 1-800-STL-PROD number to answer any calls regarding tickets. The Ticket Sales Manager shall be at all performances one hour prior to the performance to sell tickets.

- Provide Friends of Novi with the opportunity to sell ads in the program, including cast messages. (Friends of Novi will cover any additional printing cost related to the space added for their fundraising needs.)
- Be responsible for taking and selling cast photos and videos.
- Determine the season selection, staff and compensation, and rehearsal structure with approval by the City.
- Ensure the quality of costumes, set designs, and show selection as approved by the City.

Article III. City Responsibilities.

City of Novi will provide:

- Rehearsal, classroom, and performance space based on need and within the hours of the City.
- Building staff for: room set-ups, rehearsals and performances; front office staff for box office sales, registration, etc. Building staff are employees of the City and will be directed by the PRCS department.
- Any background checks required by the City will be paid by the City of Novi.
- Reasonable use of photocopying and printing services (to be determined by the City).
- Use of the name Novi Civic Theatre for all publications, advertising and programming.
- Access to costumes, props and sound/lighting equipment for use at Novi Civic Theatre, as approved by the City.
- Marketing/Promotional partnership through City's information distribution channels (i.e. Engage! newsletter, press releases, email blasts, signs/posters, school fliers, etc.).
- A one-time budget upgrade (in the amount of approximately \$1000) for STL to design and improve a non-permanent lobby appearance.
- Postcards and posters directly related to each show as designed and approved by the City of Novi Communications Department. All billing for events will include the wording: "in association with Sky's The Limit Productions."
- Store large set pieces to be used in the upcoming production based upon availability of space and fire code.

Article IV. Term.

This Contract shall commence on July1, 2013 and end on June 30, 2015. Upon mutual agreement of the City and STL, the Contract may be renewed three (3) additional years in one (1) year increments.

Article III. Compensation.

STL will provide the City with a pre- and post-production budget for each program, to be approved by the City. Ticket prices for each program will be established by the City, with input by STL. The City will handle all registrations, and will provide all box office, ticketing, and credit card processing services. The parties shall split the proceeds

of activity fees and ticket sales received as follows, with the amount due to STL being payable within a reasonable time after the close of registration, but in no event later than 60 days from the completion of the show or program:

2013-2014 Season:	20% to City 80% to STL
Remainder of Contract and renewals	30% to City 70% to STL

Article IV: Termination.

Either party may terminate the agreement without showing cause upon giving sixty (60) days' written notice to the other party. The City shall pay all reasonable costs incurred by the City up to the date of notice of termination. STL will not be reimbursed for any anticipatory profits that have not been earned up to the date of notice of termination; provided, however, that any programs for which production has already commenced shall be completed.

Article V: Independent Contractor Relationship.

A. In the performance of this Contract, the relationship of STL to the City shall be that of an independent contractor and/or vendor and not that of an employee or agent of City. STL is and shall perform under this Contract as an independent contractor and/or vendor, and no liability or responsibility with respect to benefits of any kind, including without limitation, medical benefits, worker's compensation, pension rights, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this Contract.

STL, as an independent contractor and/or vendor, is not authorized to enter into or sign any agreements on behalf of the City or to make any representations to third parties that are binding upon the City.

B. STL represents that it will dedicate sufficient resources and provide all necessary personnel required to perform the work described herein in accordance with the terms and conditions of this Contract. Except as may be specifically stated herein, STL shall perform all of the work under this Contract and no other person or entity shall be assigned or sub-contracted to perform the work, or any part thereof, unless approved by the City in advance.

Article VI: Liability and Insurance.

A. STL agrees to indemnify and hold harmless the City, its elected and appointed officials and employees, from and against any and all claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against

the City by reason of (i) personal injury, death and/or property damages which arises out of or is in any way connected or associated with the actions or inactions of STL in performing or failing to perform the work; or (ii) civil damages which arise out of any dispute between STL and its subcontractors, affiliates, employees or other private third parties in connection with this Contract. STL specifically agrees that it is STL's responsibility, and not the responsibility of the City, to safeguard the property and materials used in performing this Contract. STL agrees to hold the City harmless from any loss of or damage to such property and materials used in connection with STL's performance of this Contract.

- B. STL shall provide evidence of adequate insurance coverage in the types and amounts set forth on Schedule A, which is attached hereto and incorporated herein by this reference. Such insurance shall be maintained at the specified level of coverage throughout the term of this Contract, including any extension of such term, and will cover all work, acts and omissions by and on behalf of STL in connection with this Contract, with the City as named additional insured, but with such coverage being primary and non-contributory as described in the attached Schedule A.

Article VIII: General Provisions.

- A. Entire Agreement. This instrument, together with the attached Schedules, contains the entire Contract between the City and STL. 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 Contract, shall affect or modify any of the terms or obligations herein contained.
- B. Compliance with Laws. This Contract and all of STL's work and practices 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. STL represents that it is in compliance with all such laws and eligible and qualified to enter into this Contract.
- C. Governing Law. This Contract shall be governed by the laws of the State of Michigan.
- D. Assignment. STL shall not assign this Contract or any part thereof without the written consent of the City. This Contract shall be binding on the parties, their successors, assigns and legal representatives.
- E. Third Parties. It is the intention of the parties hereto that this Agreement is not made for the benefit of any private third party. It is acknowledged that City may receive a portion of the funding for the payments under this Contract from one or more private sources, and it is understood by STL that it is hired by City to work exclusively for City (and by extension for the City should the work be accepted and implemented by the City) and STL agrees that no private party or parties will be allowed to hold sway or influence, in any way, over STL's performance of the work.

F. Notices. Written notices under this Contract shall be given to the parties at their addresses contained in this Contract by personal or registered mail delivery to the attention of the following persons:

City: City Manager Clay J. Pearson and City Clerk Maryanne Cornelius
STL: Lisa Muscio, Creative Director/Authorized member

G. Changes. Any changes in the provisions of this Contract must be in writing and signed by the City and STL.

H. Waivers. No waiver of any term or condition of this Contract 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.

I. Jurisdiction and Venue of Contract. This Contract 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.

J. Conflict. In the event of any conflict or inconsistency between the above provisions of this Contract and either or both of the attached Schedules, the provisions in the above text shall govern.

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

WITNESS AND DATES
OF SIGNATURES:

CITY OF NOVI

Date: _____

By: Robert J. Gatt
Its: Mayor

Date: _____

By: Maryanne Cornelius
Its: Clerk

Sky's The Limit Productions, LLC (STL)
A Michigan Limited Liability Company

Date: _____

By: Lisa Muscio
Its: Authorized member

SCHEDULE A

A. Insurance Requirements

STL will not commence work, nor will the City of Novi sign a contract, until vendor has obtained and delivered to the City of Novi the certificate of insurance required under this contract. All insurance carriers must be acceptable to the City of Novi and licensed and admitted to do business in the State of Michigan.

A new certificate of insurance will be provided to the City of Novi at the time of policy renewal any time during the entire length of the contract.

1. Coverage: STL shall maintain at its expense during the term of this Contract, the following insurance:
 - a. **Worker's Compensation** insurance with the Michigan statutory limits and Employer's Liability insurance with minimum limits of **\$100,000** (One Hundred Thousand Dollars) each accident.
 - b. **Commercial General Liability Insurance** – STL shall procure and maintain during the life of this contract, Commercial General Liability Insurance, Personal Injury, Bodily Injury and Property Damage on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** (One Million Dollars) per occurrence combined single limit.
 - c. **Automobile Liability** insurance covering all owned, hired and non-owned vehicles with Personal Protection insurance to comply with the provisions of the Michigan No Fault Insurance Law including Residual Liability insurance with minimum bodily injury limits of **\$1,000,000** (One Million Dollars) each person and **\$1,000,000** (One Million Dollars) each occurrence and minimum property damage limits of **\$1,000,000** (One Million Dollars) each occurrence.
2. Deductibles: STL shall be responsible for payment of all deductibles contained in any insurance required hereunder.
3. Insured: All policies shall name STL as the insured.
4. Cancellation Notice: All policies shall include the following language: "Should any of the above policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days written notice to the certificate holder named on this certificate".
5. Additional Insured: All policies include the following language "The City of Novi, their officers, agents, employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof are added as additional insured." Certificates of Insurance evidencing such coverage shall be submitted to Sue Morianti, City of Novi, 45175 W. Ten Mile

Rd., Novi, MI 48375 prior to commencement of performance under this Contract and at least 15 days prior to the expiration dates of expiring policies.

6. If any work is sublet in connection with this Contract, STL shall require each subcontractors to effect and maintain at least the same types and limits of insurance as fixed for STL.
7. The provisions requiring STL to carry said insurance shall not be construed in any manner as waiving or restricting the liability of STL under this contract.
8. The City of Novi has the authority to vary from the specified limits as deemed necessary.
9. If, during the term of this Contract, changed conditions or other pertinent factors should in the reasonable judgment of the City of Novi render inadequate insurance limits, STL will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at STL's expense, under valid and enforceable policies, issued by the insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the City.
10. Hold harmless/Indemnity
 - a. STL agrees to save harmless and defend the City of Novi against and from any or all liability, loss or damages (including without limitations, fees and expenses of attorneys, expert witnesses and other consultants) which the City of Novi may suffer as a result of claims, demands, costs, or judgments against it arising from , out of or in consequence of the performance of this agreement, excepting only such liability, loss or damage as shall have been occasioned by the sole negligence of the City of Novi, it's officers, agents, or employees.
 - b. STL agrees that is it its responsibility and not the responsibility of the City of Novi to safeguard the property and materials used in performing this contract. Further, STL agrees to hold the City of Novi harmless for any loss of such property and materials used pursuant to STL's performance under this contract.
 - c. STL shall not discriminate against any employee, or applicant for employment who is qualified to perform the work required in the execution of this contract because of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status. STL further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 453) and will require a similar covenant on the part of any consultant or subcontractors employed in the performance of this contract.