



CITY of NOVI CITY COUNCIL

**Agenda Item D
December 17, 2007**

SUBJECT: Approval of an agreement with American Images Publishing to produce a second edition Community Profile at no cost to the City of Novi.

SUBMITTING DEPARTMENT: Community Relations

CITY MANAGER APPROVAL: 

BACKGROUND INFORMATION:

In July, the City of Novi took delivery of the first-ever Community Guide produced by American Images Publishing. The publication was produced at **no charge** to the City, with direct oversight of content by the Community Relations Office. It was a pleasure to work with the American Images team and the quality of the publication met all expectations.

The 30+ page, full-color publication is used by the Neighborhood and Business Relations Group to promote the many wonderful attributes and benefits of the Novi community on retention, expansion and attraction visits and is a premier part of our marketing efforts. A PDF of the publication is available on the City's website.

In addition to sharing the Novi "story," the publication highlights several major development projects underway, including St. John Providence Park, ITC Holdings Corp., and Ryder Systems, Inc.

With the approval of a new City logo and the completion of these major projects anticipated in 2008, it is recommended that the City of Novi contract with American Images Publishing for a second edition of the Community Profile. There is a 10-12 month lead production time and this would allow for delivery of a new publication near the end of 2008, in time for the State of the City Address. As with the first Community Profile, American Images will sell advertising to local businesses and generate the revenue to print and publish the magazine. The City maintains 100% editorial control of the publication.

RECOMMENDED ACTION: Approval of an agreement with American Images Publishing to produce a second edition Community Profile at no cost to the City of Novi.

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

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

Publishing Agreement

The following agreement is between American Images Publishing P.O. Box 8797 Erie, PA 16505 (hereinafter known as **AIP**) and the City of Novi 45175 West 10 Mile Rd. Novi, MI 48375 (hereinafter known as th **ENTITY**).

AIP wishes to publish an Economic Resource Guide for the **ENTITY**. The **ENTITY** desires to have an Economic Resource Guide to use as a marketing/economic development tool for the community. Now, therefore in consideration of the covenants and promises herein provided, the parties agree:

I. American Images' Performance:

1. **AIP** shall provide at no cost to the **ENTITY** (except as expressly set forth herein) an Economic Resource Guide.
2. **AIP** shall provide all research, writing, photography, typesetting, pre-press, printing, and advertising at its sole cost and expense.
3. **AIP** shall retain all revenues derived from the sale of advertising. The **ENTITY** shall earn a share of revenues by providing a list of prospective advertisers to **AIP** (as set forth in Paragraph II, No. 3). Percentages shared are 5% from \$0 - \$50,000 in revenues; 7.5% on all revenues over \$50,000, payable upon completion of project and collection of all revenues from the advertisers.
4. The completed Economic Resource Guide shall be an 8 1/2 x 11" magazine, full color throughout, on glossy stock equivalent in quality to completed samples shown by **AIP**.
5. The total number of editorial pages will be equal to or greater than the total number of advertising pages.
6. The **ENTITY** shall have full control over editorial text as long as they provide requested changes within 10 business days after the draft copy is presented for approval.
7. Within twelve months of the execution of this agreement and delivery of the letters of support, **AIP** shall deliver 2,500 copies of the magazine for every 10 pages of advertising sold. Number of copies delivered shall be apportioned to the exact number of advertising pages and fractions thereof sold (e.g.: 22.5 pages of advertising = 2,500 x 2.25 = 5,625 copies delivered).
8. **AIP** will perfect bind the Guide at 24 or more pages of advertising sold. If the **ENTITY** advertises in the publication @ a full page or more, **AIP** will foil the front cover of the magazine.
9. **AIP** shall hold harmless and indemnify the **ENTITY** against any and all claims, demands, and actions based or arising out of any activities performed by **AIP**, its employees, and/or agents under this Agreement. Upon request, **AIP** shall furnish proof of insurance to the **ENTITY** in the amount of \$1,000,000.

II. Entity's performance:

1. The **ENTITY** shall provide **AIP** with 500 copies of a letter of support from an official on original letterhead, having the copy set forth as attached hereto (see Sample).
2. The **ENTITY** shall provide **AIP** with 250 of their official #10 business envelopes and such additional envelopes as **AIP** may from time-to-time request for use only in the preparation of the Economic Resource Guide.
3. The **ENTITY** shall provide a list of potential advertisers with contact names and numbers in order to be eligible for revenue sharing. The list must contain approximately 30 leads. If **ENTITY** fails to provide a list, no revenues will be shared.
4. The **ENTITY** shall distribute the completed Economic Resource Guides to interested businesses & individuals.

III. Miscellaneous:

1. No amendment or modification of this Agreement shall be valid or binding unless the same shall be made in writing and signed on behalf of each party by their respective proper officers duly authorized to do so.
2. If there is lack of interest on the part of the business community to support the project, **AIP** reserves the right to return any and all advertising revenues collected and cancel this contract.

IV. Authorization:

In witness whereof, each of the parties hereto has caused this Agreement to be executed by its duly authorized officers.

Signed:

By: _____ Date: _____

Title: _____

By: Dave Wayman Date: 12/17/07

Title: Publisher