

MEMORANDUM



TO: RANDY AULER, DIRECTOR OF PARKS, RECREATION
AND CULTURAL SERVICES

FROM: NANCY COWAN, SUPERINTENDENT OF RECREATION

SUBJECT: INTER-GOVERNMENTAL MOVIE EQUIPMENT AGREEMENT

DATE: AUGUST 7, 2009

COPY

Since sending the Inter-Governmental Movie Equipment Agreement earlier this week, the City of Wixom notified all parties on Thursday, August 6, at 4pm that the City is no longer able to participate in the agreement due to economic reasons and the possibility of decreased programming in the coming years.

The remaining four parties participating in the agreement (The Charter Township of Milford, City of Northville, City of Novi and City of South Lyon) are seeking another community from the surrounding area to participate. However, at this time no formal commitment is in place from another community although interest has been shown by one in particular. Considering this, in order to move forward with the current agreement between four communities at a maximum equipment purchase cost of \$33,000, the cost to the City of Novi would be \$8,250 or less (should other communities join in the purchase). This purchase would still incur \$3,750 in savings by year three of the agreement and at least \$4,000 every year after that. At a minimum estimate of 10 years of use of the equipment, this will amount to at least \$31,750 in program cost savings for the City of Novi.

The Inter-Governmental Agreement and Motion Sheet have been modified at this time and the City of Wixom's name removed. I would ask for the Council's consideration to still approve this agreement considering the information above. Should another community(ies) join the partnership in the coming weeks, the agreement could be modified at that time and the funding commitment would once again decrease for the City of Novi. However, if another community(ies) does not join the partnership, the equipment purchase can still move forward as long as all the other communities commit to the additional funding as well.



CITY of NOVI CITY COUNCIL

**Agenda Item
August 10, 2009**

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

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 other communities in the area that also show movies each year; Charter Township of Milford, City of Northville and City of South Lyon. 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 three other 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 four communities, the cost to the City of Novi is \$8,250 or less to purchase equipment (should other communities join in the purchase) that can be used over multiple years. The City of Novi would incur \$3,750 in savings by year three 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 \$31,750 in program cost savings.

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

	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				

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

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 and City of Novi, 45175 West 10 Mile, Novi, Michigan 48375 ("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 six (6). 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

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

“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