



**CITY OF NOVI CITY COUNCIL**  
**JANUARY 27, 2020**

**SUBJECT:** Approval of a three (3) year agreement with Michigan Miss Amazing to coordinate an annual "Michigan Miss Amazing" event at the Novi Civic Center.

**SUBMITTING DEPARTMENT:** Community Relations

**BACKGROUND INFORMATION:** The City of Novi has long prided itself on celebrating diversity, inclusion, and welcoming of all. Novi is host to the Japan Festival, India Day, Day of the Dead and the Festival of Chariots to name a few. This acceptance extends beyond culture and race to include people of all abilities and talents. The City partners with the Novi Adult Transition Center to provide skilled learning opportunities for students at facilities and the Novi Civic Center recently became KultureCity certified making visits a positive experience for those with sensory needs.

Recently, the City of Novi was approached by resident Lynn Dooley and her daughter and Novi High School Alum Rachael Dooley to host the Michigan Miss Amazing event in the community. Rachael, a graduate of Vanderbilt University, is the co-director of Tennessee Miss Amazing and works with the event in her new home state of Georgia.

Founded in 2007, [Miss Amazing has chapters in 34 states](#) and has grown into the nation's leading event circuit dedicated to providing opportunities for girls and women with disabilities to reach their fullest potential. Most importantly, with help from an expansive network of supporters, Miss Amazing is a movement created by a collective desire to acknowledge the beauty and value within all people.

Miss Amazing now has chapters in 34 states, but Michigan is not one of them. The 2020 event will be the inaugural event for Michigan Miss Amazing, expanding to a 35<sup>th</sup> state. Michigan Miss Amazing will provide opportunities to girls and women from Michigan, with disabilities, to build confidence and self-esteem in a supportive environment. Miss Amazing events bring a community together and instill a sense of pride and belonging. Residents from surrounding communities will be attracted to the event happening, which will stimulate growth, strengthen regional relationships and expand exposure for the City of Novi.

The proposed agreement with Michigan Miss Amazing would allow the City to host the event in the Civic Center, with a professional, dedicated team managing its operations. Miss Amazing would be responsible for overall programming, event sponsorships, advertising, and insurance. The City will assist with signage, use of the facilities, audio/visual, clean-up and equipment (tables, chairs, etc.).

This contract is recommended for three years, providing Michigan Miss Amazing time to grow the event annually and improve on each year's prior successes.

**RECOMMENDED ACTION:** Approval of a three (3) year agreement with Michigan Miss Amazing to coordinate an annual "Michigan Miss Amazing" event at the Novi Civic Center.

**AGREEMENT FOR PROFESSIONAL SERVICES**

**MICHIGAN MISS AMAZING**

This Agreement for Professional Services ("Agreement"), dated January 27, 2020, 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 Michigan Miss Amazing, a Michigan corporation, whose address is: 23625 Wintergreen Circle, Novi, MI, 48374 (hereinafter referred to as "Michigan Miss Amazing").

**THE CITY AND Michigan Miss Amazing AGREE AS FOLLOWS:**

**ARTICLE I  
PURPOSE OF AGREEMENT**

1. The City desires to partner on hosting an event, known as "Michigan Miss Amazing," at the Novi Civic Center, on Saturday, May 2, 2020.
2. Michigan Miss Amazing will provide professional services with respect to such an event, including, but not limited to, planning, operation and event promotion.
3. The Parties' intention is that Michigan Miss Amazing will undertake the great majority of the work necessary to put on the event, with minor assistance by the City. Michigan Miss Amazing will also bear the entire cost of putting on the event, except as otherwise expressly provided in this Agreement. In return, Michigan Miss Amazing will retain the proceeds from the event, 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 event to be an annual event for a period of at least 3 years, subject to annual reviews and the capacity of the Novi Civic Center to hold the crowd.

**ARTICLE II  
DURATION OF AGREEMENT**

This Agreement commences on January 27, 2020. It is intended to bind the parties to three (3) events. The parties currently expect the event to be an annual spring event.

There shall be three (3) separate event dates. The First Event shall be Saturday, May 2, 2020. The Second Event Date shall be in spring 2021. The Third Event Date shall be in spring 2022.

Either party shall have the right to terminate the Agreement in the period between Event Years, with or without cause. Upon commencement of an Event 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 Event Year, unless the parties mutually agree in writing to continue their relationship relative to the Event 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 Event:

1. The City shall make available and set up its four quarters/theatre quarter and provide A/V (sound) personnel and wifi.
2. The City shall provide four (4) additional rooms in the Civic Center along with necessary tables, chairs and coat racks.
3. The City shall provide trash and garbage removal during and after the Event.
4. The City will assist in the promotion of the Event, including through the use of printed fliers and the utilization of other City-sponsored publications or media, and will provide banners for advertising the Event.
5. The City will cooperate with Michigan Miss Amazing to establish mutually agreed-upon times for the Event, event lay-out, and other logistical issues.
6. The City Manager, or his designee, shall be the primary point of contact for this Agreement.

**ARTICLE IV  
RESPONSIBILITIES OF Michigan Miss Amazing**

Michigan Miss Amazing hereby agrees to undertake the following activities with respect to operation of the Event:

1. Michigan Miss Amazing shall provide the overall programming for the Event, including all supplies and staff required for operation of the Event.
2. Michigan Miss Amazing shall solicit event sponsors, entertainers and other groups, performers and activities for the Event. All activities and entertainment shall be family-friendly.
3. Michigan Miss Amazing shall provide for advertising for the Event, including marketing supplies.
4. Michigan Miss Amazing shall be responsible for all Event expenses, including costs for entertainment, staff, and miscellaneous expenses, except as to those items listed as City Responsibilities above. Michigan Miss Amazing shall provide

information to the City, at the close of each Event, regarding overall revenues and expenditures (profit/loss) of the Event.

5. Michigan Miss Amazing shall communicate with the City Manager or his designee on a regular basis regarding the status of sponsorships, entertainment, and the like.
6. Michigan Miss Amazing shall undertake all administrative responsibilities with regard to food, entertainment, and all other activities.
7. Michigan Miss Amazing will cooperate with the City to establish mutually agreed-upon times for the Event, event lay-out, and other logistical issues.
8. Michigan Miss Amazing 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 EVENT**

It is the Parties' understanding and expectation that, except with respect to the above-enumerated costs and responsibilities of the City, the Event shall be a "turn-key" operation, and all costs for putting on the Event are to be borne by Michigan Miss Amazing. If revenues (including, by way of example, proceeds from any admission fees collected, or sponsorship fees collected) such excess amount shall be retained by Michigan Miss Amazing. Conversely, if the costs of the Event exceed revenues or proceeds, Michigan Miss Amazing 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 INDEMNITY**

Miss Amazing shall provide liability insurance 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 Event. 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 kept on file.

Further, Michigan Miss Amazing 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 Event.

Michigan Miss Amazing 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 Michigan Miss Amazing.

Neither the City, nor Michigan Miss Amazing, nor any agent, employee, representative or volunteer of the City or Michigan Miss Amazing 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 Michigan Miss Amazing's workers' compensation, unemployment or health insurance, pension plans or other benefit plans.

Neither Michigan Miss Amazing, nor any officer, agent, employee or subContractor of Michigan Miss Amazing 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 Contractor, 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 Event, 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 Michigan Miss Amazing. 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.  
  
Michigan Miss Amazing: Lynn Dooley, 23625 Wintergreen Circle, Novi MI, 48374.
7. **Changes.** Any changes in the provisions of this Agreement must be in writing and signed by the City and Michigan Miss Amazing.
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 Michigan Miss Amazing 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

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WITNESS:

**Michigan Miss Amazing**

Michigan Miss Amazing, LLC, a Michigan  
limited liability company

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