



Special Meeting
6:15 p.m., Monday, Nov. 11, 2025
Farmington City Hall
23600 Liberty Street
Farmington, MI 48335

AGENDA

- 1. Roll Call**
- 2. Approval of Agenda**
- 3. Public Comment**
- 4. Discussion - Contract for Founders Festival Event Planner**
- 5. Founders Festival Steering Committee Structure**
- 6. Appointment to Capital Improvement Plan Steering Committee**
- 7. Other Business**
- 8. Public Comment**
- 9. Council Comment**
- 10. Adjournment**

The City will follow its normal procedures for accommodation of persons with disabilities. Those individuals needing accommodations for effective participation in this meeting should contact the City Clerk (248) 474-5500, ext. 2218 at least two working days in advance of the meeting. An attempt will be made to make reasonable accommodations.

Farmington City Council Staff Report	Council Meeting Date: November 11, 2025	Item Number 4
Submitted by: David Murphy, City Manager		
Agenda Topic: Discuss professional services agreement with JAG Entertainment for the Farmington Founders Festival (to be entered into by the DDA) and Related Memorandum of Understanding (MOU) with the DDA.		
Proposed Motion for later meeting: Move to Approve Professional Services Agreement With JAG Entertainment and for the Farmington Founders Festival (to be entered into by the DDA) and Related MOU with the DDA, subject to DDA approval of both.		
Background: <p>The City decided to switch event coordinator companies for the Founders Festival for the years 2026 to 2028. Attached are and agreement with the new production company, JAG Entertainment, using the same basic template as the prior agreement with 360 Events. Edits were minor and generally were clarifications in the City's favor.</p> <p>Also attached is a new version of the MOU between the City and the DDA for the same period of time. As the City Council will recall, the arrangement has always been to have the DDA contract with the event provider, generally because the event is largely paid for by sponsorship money and the City has typically avoided putting itself in the position of soliciting and accepting funds from local businesses. That is something that the DDA has different/better authority to do. The City has never put on the Festival; there has always been another non-profit sponsor or the DDA as the sponsor.</p> <p>The DDA in practice has no role with the actual physical operation of the Festival, because of the second agreement, the MOU, under which the City agrees to perform all of the DDA's duties and obligations.</p> <p>During the discussions of the new event production company, no discussion was ever had about changing the set-up of the event agreement or the MOU.</p>		
Materials: MOU and proposed agreement		

MEMORANDUM OF UNDERSTANDING

CITY OF FARMINGTON AND FARMINGTON DOWNTOWN DEVELOPMENT AUTHORITY

FARMINGTON FOUNDERS FESTIVAL

This Agreement ("Agreement") is entered into as of the date of the last signature below and is between the City of Farmington ("City"), whose address is 23600 Liberty Street, Farmington, MI 48335, and the Farmington Downtown Development Authority ("DDA") whose address is 23600 Liberty Street, Farmington, MI 48335, (collectively, "Parties") for memorializing the Parties' understandings as to the City's agreement to provide services related to the Farmington Founders Festival for the years 2026 through 2028.

RECITALS

WHEREAS, the DDA entered into an agreement (the Event Agreement) with an entity known as JAG Entertainment to plan, produce, and manage the Farmington Founders Festival for the calendar years 2026 through 2028, which such agreement is dated _____, 2025 and is attached hereto as Exhibit 1; and

WHEREAS, the Event Agreement requires the DDA to undertake certain activities and to provide, or cause to be provided, certain services; and

WHEREAS, the City has agreed to undertake those activities and DDA obligations under the Event Agreement and provide those services on behalf of the DDA; and

NOW, THEREFORE, for and in consideration of the DDA's agreement to sponsor the Farmington Founders Festival as a civic event.

1. **Provision of Services by City** – The City agrees to provide the services and undertake the activities described in the Event Agreement attached as Exhibit 1, for and on behalf of the DDA.
2. **Term of the Agreement** – The agreement shall be for a three-year period described in the Event Agreement.
3. **Compensation** – The City shall not be compensated by the DDA in connection with this civic event.

4. **Festival Representative** – The City shall provide and designate, at its expense, at least one employee to serve as the Representative for the Festival, who shall be the primary point of contact and operational liaison between JAG and the DDA for the activities described in the Event Agreement. The Festival Representative(s) shall be responsible for coordinating and overseeing the activities of JAG and shall ensure that all activities and obligations required of the DDA under the Event Agreement are met in a timely manner.
5. **Assignments** - The DDA's obligations under this Agreement may not be assigned except with the written approval of the City.
6. **Notices** - Notices under this Agreement shall be to the Farmington City Clerk and the Farmington DDA President.
7. **Applicable Law** - This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. The language of all parts of this Agreement is intended to and, in all cases, shall be construed as a whole, according to its fair meaning, and not construed strictly for or against any Party. As used in this Agreement, the singular or plural number, possessive or non-possessive, shall be deemed to include the other whenever the context so suggests or requires.
8. **No Waiver** - Absent an express written waiver, the failure of any party to pursue any right granted under this Agreement shall not be deemed a waiver of that right regarding any existing or subsequent breach or default under this Agreement. No failure or delay on the part of any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.
9. **Compliance with Laws** - Each Party shall comply with all federal, state, and local statutes, ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.
10. **Entire Agreement** - This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings with respect thereto.
11. **Filing** – If required by MCL 124.510, this Agreement and any amendments of it shall be filed with the Oakland County Clerk and Michigan Secretary of State before taking effect.

IN WITNESS WHEREOF, and pursuant to the concurrent resolutions adopted by City of Farmington City Council and the City of Farmington DDA approving and authorizing the signing of this Agreement, the undersigned officials have signed this Agreement on the dates indicated next to their signatures.

CITY OF FARMINGTON

Dated: _____

By: _____
Mayor, Joe LaRussa

Dated: _____

By: _____
Clerk, Meaghan Bachman

FARMINGTON DDA

Dated: _____

By: _____
Director, Jessica Westendorf

**STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF FARMINGTON
DOWNTOWN DEVELOPMENT AUTHORITY**

**PROFESSIONAL SERVICES AGREEMENT
FARMINGTON FOUNDERS FESTIVAL**

This agreement is made on the date herein by and between JAG Entertainment, a Michigan Limited Liability Company, located at 40480 Grand River Avenue, Suite H, Novi, MI 48375 (Contractor) and the Farmington Downtown Development Authority, an organization authorized under local ordinance and PA 197 of 1975, repealed and recodified by PA 57 of 2018, whose office is located at 23600 Liberty St., Farmington, MI 48335 (DDA). Contractor and the DDA shall be referred to collectively as the “Parties.” This agreement shall be effective on the last date of its execution by all parties.

Recitals

1. DDA desires assistance in planning, producing, and managing the City of Farmington’s annual Farmington Founders Festival.
2. Contractor is an event planner with experience in planning, producing, and managing similar festivals.
3. DDA desires to enter into an agreement with the Contractor to plan, produce and manage the Farmington Founders Festival for calendar years 2026 through 2028.

The terms and conditions of the agreement are as follows.

Festival Description

1. The festival shall be called the “Farmington Founders Festival.” Contractor acknowledges that the DDA is contracting its services for the festival, and that Contractor has no right to the name of the festival except as specifically provided herein for the purposes of Contractor fulfilling its obligations under this agreement. During the term of this agreement, Contractor shall use said name to plan, produce, and manage the festival on behalf of the DDA, and for no other purpose.
2. Subject to the other provisions of this agreement, the festival shall run for three (3) to four (4) days each year covered by this agreement. It is anticipated (but not certain) that the festival weekend will occur on the third weekend in July for 2026, 2027, and 2028. The DDA and Contractor shall mutually agree on dates for the 2026 event within sixty (60) days of execution of this agreement and no later than nine (9) months before the 2027 and 2028 events, with final approval of all dates by the City of Farmington City Council.

The DDA shall assist Contractor in arranging times for Contractor and its designees to have non-exclusive access to all facilities owned by the City in the Festival area for the purpose of advance preparations and set up, including (if necessary) installation of cables, conduits, tents, tables, chairs and signage at least 48 hours prior to the designated starting time. Contractor acknowledges that access for set up may be affected by and subject to agreements and obligations with regard to the property to be utilized for the Festival (e.g., easement agreements for the downtown parking lot, and/or approvals needed by other regulatory agencies). Contractor shall be responsible for securing any permits and licenses necessary for the Festival uses. The DDA shall reasonably cooperate in assisting Contractor with securing necessary permits and licenses from the City.

3. The parties will work collectively to approve the location and spacing for the specific elements of the festival, with the City of Farmington City Council having final approval authority; however, the festival shall be primarily located in Downtown Farmington.
4. The specific elements of the festival shall be determined by mutual agreement of the parties. At a minimum, the festival shall include, and Contractor shall plan accordingly to ensure and accommodate: a parade (on the Saturday of the festival); a beer tent; music; well-regarded and diverse crafters; food trucks; a run; bingo; and children's activities and attractions. Contractor acknowledges that a special event permit will be required for the festival, to be approved by the City Council of the City of Farmington.
5. Contractor shall be responsible for all event planning, marketing, execution, and clean-up for each event.
6. Contractor shall not charge any fee to the City or the DDA to plan, produce, or manage the festival. However, all sponsorship proceeds and/or other profits generated from the Festival shall be retained by the Contractor for such services.

Notwithstanding the foregoing, Contractor shall reimburse the City of Farmington in an amount not to exceed the actual costs of the City for providing (1) barricading/closing of streets and/or parking lots (including engineering and signage); (2) public safety services assistance; (3) DPW services or assistance; and (4) golf carts, tents, and tables including from the City of Farmington Hills, if there is any cost for same. However, such reimbursement shall be required only after JAG has covered all of its direct expenses for producing the festival, including the vendors, entertainments, infrastructure, marketing, and staffing. Contractor shall provide the City a financial statement within 60 days of the conclusion of the festival showing all revenues, expenses, and net profit. The reimbursement amount will not exceed 20% of the net profit. The City shall have the right to review sufficient information (contracts, invoices, receipts, and the like) to establish the accuracy of the financial statement.

Duties of the DDA

7. The DDA shall provide all services listed in Exhibit A under the caption, "DDA TO PROVIDE." Contractor understands and agrees that the DDA may enter into agreements with third parties, including but not limited to the City of Farmington, to provide the services described. The Parties agree that Contractor will not seek and the DDA will not provide staff

or employee support for day-to-day assistance with the planning, marketing, execution, or clean-up of the festival beyond that expressly described in this agreement.

Duties of the Contractor

8. The Contractor shall provide all services listed in Exhibit A under the caption “JAG TO PROVIDE.” Such services shall be provided in a competent, efficient, timely, good and workmanlike manner, subject to and in compliance with the terms and conditions of this agreement.

Contractor shall also provide insurance coverage that meets the requirements of Exhibit B (generally, commercial general liability, worker’s compensation, and motor vehicle liability insurance). The commercial general liability and motor vehicle liability insurance shall include an endorsement of the City of Farmington and the Farmington Downtown Development Authority and their respective officials, employees, volunteers, and agents as primary, noncontributory additional insureds.

General Terms

9. Independent Contractor. In the performance of this agreement, the relationship of Contractor to the DDA shall be that of an independent contractor and not that of an employee or agent of DDA. Contractor is and 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 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 agreement, except as provided elsewhere in this agreement.
10. Default. If a party fails to perform the duties set forth herein, said party shall be in breach of this agreement and the non-breaching party may pursue any and all remedies available in law or equity against the breaching party, including injunctive relief.
11. Termination. Either party may terminate this agreement with cause on thirty (30) days’ notice. “Cause” shall mean a breach of or default under this agreement that is not cured within ten (10) days’ notice.
12. Force Majeure. Neither party will be responsible for fires, strikes, civil disorders, severe inclement weather, pandemics, acts of threats of terrorism, acts of war, or other casualties or events beyond its reasonable control. Upon the occurrence of such an event, the parties will have the right to cancel or reschedule the festival.
13. Intellectual Property Rights. The parties acknowledge and agree that: (i) the other party’s logos, flags, marks, copyrights, or other intellectual property rights will remain the sole property of the other party; and (ii) nothing in this agreement will confer in the party any title to, right of ownership, or interest in the other party’s logos, flags, marks, copyrights or other intellectual property, except to the extent provided for herein. Notwithstanding the foregoing,

any logos, flags, marks, copyrights, or other intellectual property, and including any websites, social media, or publications shall be the sole property of the City of Farmington.

14. Indemnification. Contractor agrees to indemnify and hold harmless the DDA and the City of Farmington, and their elected and appointed officials and employees (collectively for this Paragraph, the “City”), 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 Contractor in performing or failing to perform the work, or (ii) civil damages which arise out of any dispute between Contractor and its subcontractors, affiliates, employees or other private third parties in connection with this agreement. Contractor shall provide evidence of adequate insurance coverage in the types and amounts set forth on Exhibit B, 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 agreement, including any extension of such term, and will cover all work, acts and omissions by and on behalf of Contractor in connection with this agreement, with the City as named additional insureds, but with such coverage being primary and non-contributory. Contractor shall give the City immediate notice of any change in or cancellation of the coverage in place at the time this agreement is executed, shall provide a copy of any cancellation notice received from its insurer to the City, and shall request that its insurer send such notice of cancellation to the City. Contractor shall provide evidence of insurance coverage as set forth herein at any time requested by the City.
15. Authority to Execute. The undersigned represent and warrant that he/she has full authority to bind the parties to all of the terms and conditions of this agreement.
16. Entire Agreement. This agreement is the entire understanding of the parties. There are no promises, terms, conditions, or obligations other than those contained in this agreement, and this agreement supersedes all previous communications or agreements, either oral or written between the parties. This agreement may be amended only by written instruments signed by the parties.
17. Choice of Law. This agreement will be interpreted and its provisions enforced in accordance with the laws of the State of Michigan.
18. Waiver. Any waiver of any term, requirement or condition imposed under this agreement shall be deemed a limited and specific waiver and shall not be deemed to be continuing in nature or effect any other term of this agreement.
19. No Third Party Beneficiaries: There are no third party beneficiaries to this agreement and the services provided herein are exclusively for the direct benefit of the DDA.
20. Assignment: This is a professional services contract and is not assignable by Contractor without the express written consent of the DDA.

21. Nondiscrimination. Contractor shall not discriminate against any employee, or applicant for employment because of race, color, sex, age or handicap, religion, ancestry, marital status, national origin, place of birth, or sexual preference. Contractor 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 4563) and will require a similar covenant on the part of the consultant or subcontractor employed in the performance of this agreement.
22. Compliance with laws. This agreement and all of Contractor's professional services and practices shall be subject to all applicable state, federal and local laws, rules or regulations, including without limitation, those that apply because the DDA is a public governmental agency or body. Contractor represents that it is in compliance with all such laws and eligible and qualified to enter into this agreement.

IN WITNESS WHEREOF the parties have executed this agreement by their properly authorized signatories.

JAG ENTERTAINMENT

By: James Gietzen
Its: Managing Partner
Dated: _____

CITY OF FARMINGTON DOWNTOWN DEVELOPMENT AUTHORITY (DDA)

By: Todd Craft
Its: President
Dated: _____

EXHIBIT A

DDA TO PROVIDE (OR CAUSE TO BE PROVIDED)

- Access and use of city electricity at no charge to the festival.
- Assistance with the request to the City for barricades for street and parking lot closures, including engineering and signage.
- Assistance with the request to the City for Public Safety, including for street and parking lot closures.
- Assistance with the request to the City for DPW services, including for street and parking lot closures.
- Dumpster at no charge to the festival.
- Event inclusion on non-festival City/DDA websites, social media, and other marketing publications.
- Assistance with the request for golf carts, tents, and tables including from the City of Farmington Hills.
- Creation and execution of a communication plan with downtown businesses with information provided by JAG including a map and timeline of events.

JAG TO PROVIDE

- Manage all expenses and revenue.
- Secure all entertainment and vendors (i.e. bands, tents, port-a-johns, ice, generators, etc.).
- Create a map and layout for the event.
- Create a timeline of events.
- Secure City Council special event approval for the festival.
- Oversee all marketing, including social media, graphics, signage and management of overall branding.
- Create or maintain a website (to be the sole property of the City of Farmington) and provide all PR & Press Release.
- Solicit and secure sponsorships and vendors for the festival.
- Work closely with DPW and Public Safety (as identified by the City) to develop plans for road closures, emergency plans, garbage removal, parking lot closures, crossing guards, etc.
- Provide all necessary Event Staff, including photographer.
- Manage all crafters / vendors / sponsors / parade applications.
- Provide detailed load in instructions to all crafters / vendors / sponsors.
- Manage all areas of the festival and work with leads in each area; including non-profit volunteers, parade, farmers market, beer tent, DDA, 5k, etc.
- Provide a special event insurance policy as described in the agreement.

Farmington City Council Staff Report	Council Meeting Date: 11.11.25	Item Number 5
Submitted by: City Manager		
Agenda Topic: Consideration to Establish the Farmington Founders Festival Advisory Steering Committee		
Proposed Motion: Move to approve framework for establishing the Farmington Founders Festival Advisory Steering Committee		
<p><u>Background:</u></p> <p>The Farmington Founders Festival (“FFF”) dates back to 1964. In its 57 years of existence the event has been sponsored by several different organizations, including the Chamber of Commerce, the DDA and private non-profit groups. In 2020, the FFF sponsorship was relinquished by the Chamber of Commerce and the City of Farmington, in conjunction with the DDA, acquired sponsorship rights to the event. A contract with 360 Event Productions was approved by the City Council for calendar years 2021 through 2025. The Council is currently considering approving a different event coordinator, JAG Entertainment, for the next three years, 2026 through 2028.</p> <p>In an effort to ensure the continuation of this annual event, the GFFF requires a dedicated group of individuals to guide the direction of the Festival, to create continuity, ensure engagement of stakeholders, and provide an identity for the City’s most iconic event. The Committee would be advisory only. It would have no decision-making authority, nor ability to commit the City to any obligations or expenditures. It would make recommendations to the City Council with regard to the Festival, its operation, and its production.</p> <p>The concept assumes that the City will for the foreseeable future that the use of a third-party event production company will be utilized, but that does not preclude an eventual recommendation by the body of some other option. The structure of the Committee, to be created by formal resolution, is recommended by City Staff to be:</p> <ul style="list-style-type: none"> • At least two of the members shall have an interest in property in the downtown district • At least one shall be a resident of the City of Farmington • At least one City Council Member (but not more than two) • The DDA Director or their designee • The City Manager or their designee • The Public Safety Director or their designee • The DPW Superintendent or their designee. 		
<u>Materials:</u>		

Farmington City Council Staff Report	Council Meeting Date: Nov. 11, 2025	Item Number 6
Submitted by: City Manager		
Agenda Topic: Capital Improvement Steering Committee Appointment		
Proposed Motion: Move to appoint _____ to the Capital Improvement Plan Steering Committee.		
Background: Each year the City prepares a Capital Improvement Plan. Much of the work to prepare the plan is performed by the Capital Improvement Plan Steering Committee. The Committee is comprised of representatives from the City Council, the Planning Commission, the DDA, the CIA, and City Administration. The majority of the work of the Committee occurs in January and February. Administration would like Council to appoint their representative to this committee. Mayor Pro Tem Johnna Balk is the current representative.		