

EM SUBMISSION NO.: EM1732013

PRESENTED: 10-4-13

ADOPTED: 10-7-13

**RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF FLINT, THE CRIM FITNESS FOUNDATION AND THE
FLINT DOWNTOWN DEVELOPMENT AUTHORITY FOR THE INSTALLATION
AND MAINTENANCE OF BIKE RACKS**

BY THE EMERGENCY MANAGER:

The Crim Fitness Foundation desires to purchase and install bike racks within the City, conforming to all applicable laws and regulations concerning their design, installation and quality; and

The Flint Downtown Development Authority (DDA) agrees to maintain said bike racks to ensure the continued safe usage thereof; and

The City of Flint agrees to grant to the Crim Fitness Foundation and DDA a revocable, non-possessory license for the sole purposes of installation and maintenance of the bike racks.

IT IS RESOLVED, that the appropriate City officials are authorized to execute a Memorandum of Understanding between the City of Flint, the Crim Fitness Foundation and the Flint Downtown Development Authority for the purpose of installing and maintaining bike racks within the City.

APPROVED AS TO FORM:



Peter M. Bade, City Attorney

EM DISPOSITION:

ENACT ✓ REFER TO COUNCIL _____ FAIL _____



Michael K. Brown, Emergency Manager

DATED: 10-7-13

MEMORANDUM OF UNDERSTANDING

This agreement (hereinafter "Agreement") is entered into between the City of Flint, a municipal corporation (hereinafter "City"); the Crim Fitness Foundation, Inc. (hereinafter "Foundation"); and the Flint Downtown Development Authority (hereinafter "DDA"); collectively referred to herein as the "Parties".

In consideration of the mutual covenants contained herein, the Parties agree as follows:

1. License for Use: The City agrees to grant to the Foundation and DDA a revocable, non-possessory license for the sole purposes of installation and maintenance of bike racks as described herein. The City may revoke or modify this license for purposes of relocating or removing the bike racks if it is determined by the City to be in its best interests to do so.
2. Installation of Bike Racks: The Foundation agrees to purchase and install bike racks at locations as set forth in Attachment A, which is hereby incorporated herein. The design, installation, and quality of these bike racks shall conform to all applicable laws and regulations as set forth in Section 4 of this Agreement.
3. Maintenance of Bike Racks: The DDA agrees to maintain said bike racks, so long as this Agreement is in effect, to ensure the continued safe usage thereof and holds harmless the Foundation from any breach of those covenants.
4. Compliance with Laws and Regulation: The Parties agree to comply with all federal, state, and local laws, regulations, and permitting requirements in the performance of this Agreement, including, without limitation, the Americans with Disabilities Act.
5. Termination: Any party may terminate their participation in this Agreement with thirty (30) days written notice served upon the other parties via U.S. Post. Should the City terminate its participation in this Agreement, it shall have the effect of terminating this Agreement and any and all licenses granted herein. Upon such termination of the Agreement, bike racks installed by the Foundation, and any and all associated property, shall be returned to the Foundation.
6. Hold Harmless: The Foundation and the DDA agree to hold harmless the City, its Council, officers, agents, employees, and contractors, from any and all claims, causes of action, losses, or any other liability of any sort, arising out of or related to this Agreement.
7. General Terms and Conditions: This Agreement represents the entire agreement between the Parties with respect to the subject matter hereto, and supersedes all prior agreements, conversations, and understandings with respect hereto. Any amendment to this Agreement shall be in writing and signed by the Parties. Failure of the City to require performance of any provision herein shall not affect the City's right to require performance of any provision thereafter, nor shall such a waiver constitute a waiver of

any subsequent breach of this Agreement. If any provision of this Agreement is found to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect as though the invalid or unenforceable provision had never been included. This Agreement is valid and enforceable with electronic or facsimile signatures, and may be executed in multiple counterparts, all of which together shall form one agreement.

WHEREFORE, the parties have executed this Agreement by affixing their signatures below:

CRIM FITNESS FOUNDATION:

FLINT DOWNTOWN DEVELOPMENT
AUTHORITY:

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

CITY OF FLINT:

By: Michael Brown
Its: Emergency Manager