

EM SUBMISSION NO.: EME5442014

PRESENTED: 10-3-14

ADOPTED: 10-8-14

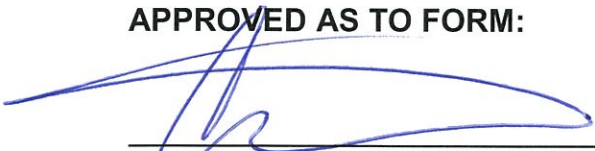
BY THE EMERGENCY MANAGER:

RESOLUTION AUTHORIZING THE DEPARTMENT OF PLANNING AND DEVELOPMENT TO ENTER INTO A PARTNERSHIP AGREEMENT WITH ROLINGWOOD MANOR ASSOCIATES TO INSTALL AND MAINTAIN PLAYGROUND EQUIPMENT WITHIN RIVERSIDE PARK

The Department of Planning and Development desires to enter into a Services Agreement with Rollingwood Manor Associates to install and maintain playground equipment within a portion of Riverside Park that borders their property. In exchange for the City's allowance of this equipment on City property, Rollingwood Manor Associates agrees to fund all costs related to the project, as well as to maintain both the equipment and the surrounding park for the full term of the agreement.

IT IS RESOLVED, that the Emergency Manager shall, on behalf of the City of Flint, authorize the Department of Planning and Development to enter into a Partnership Agreement with Rolling Manor Associates to install and maintain playground equipment within Riverside Park.

APPROVED AS TO FORM:



Peter M. Bade, Chief Legal Officer

APPROVED AS TO FINANCE:



Gerald Ambrose, Finance Director

EM DISPOSITION:

ENACT *f*

FAIL _____



Darnell Earley, Emergency Manager

DATED: 10-8-14

RESOLUTION STAFF REVIEW FORM

DATE: September 16, 2014

Agenda Item Title: RESOLUTION AUTHORIZING THE DEPARTMENT OF PLANNING AND DEVELOPMENT TO ENTER INTO A PARTNERSHIP AGREEMENT WITH ROLLINGWOOD MANOR ASSOCIATES TO INSTALL AND MAINTAIN PLAYGROUND EQUIPMENT WITHIN RIVERSIDE PARK

Prepared By: Vincent Slocum, Planner I

Background/Summary of Proposed Action:

In our ongoing efforts to fund and implement improvements to the City's park system, the Department of Planning and Development has been approached by Rollingwood Manor Associates to install and maintain playground equipment on a portion of Riverside Park that borders their property. This equipment, and the installation thereof, will be funded solely by Rollingwood Manor Associates. As part of the agreement, Rollingwood Manor Associates agrees to maintain the equipment and mow the surrounding park.

All equipment installed by Rollingwood Manor Associates would be accessible to the general public would revert to City ownership upon completion of the partnership term.

Financial Implications:

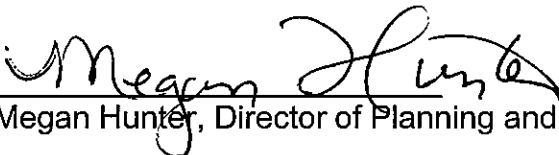
None.

Budgeted Expenditure: Yes _____ No X **Please explain, if no:** Partnership agreement with no expense or obligation from the City.

Pre-encumbered: Yes _____ No X

Staff Recommendation:

The Director of Planning and Development/Chief Planning Officer recommends approval of this resolution.

Staff Person: 
Megan Hunter, Director of Planning and Development

RIVERSIDE PARK PARTNERSHIP AGREEMENT

This agreement (hereinafter "Agreement") is made between the City of Flint, a municipal corporation located at 1101 South Saginaw St., Flint, MI 48502 (hereinafter "City") and Rollingwood Manor Associates, a limited dividend housing association limited partnership located at 2401 ½ E. Pierson Road, Flint, MI 48506 (hereinafter "Partner"); collectively referred to herein as the "Parties". In consideration of the mutual covenants contained herein, the consideration of which is hereby stipulated to, the Parties mutually agree to the following terms.

1. Park: This Agreement shall be for placement of improvements ("Improvements") upon the following Park:
 - A. Riverside Park; hereinafter referred to as the "Park".
2. Park As-Is: The City is providing the Park AS IS, with all faults, and makes no representations regarding the condition of the Park or its usability for any purpose, including, without limitation, the placement of Improvements. The Partner shall inspect the Park and make all determinations as to its usability for any purpose prior to use of the Park.
3. Compliance with Laws, Regulations, and Permitting: The Parties agree to comply with all federal, state, and local laws, regulations, and permitting requirements in the performance of this Agreement.
4. Compliance with Grant Requirements: Partner shall be solely responsible for compliance with all requirements of any grants used to purchase the Improvements, and Partner shall be solely responsible for any required repayment of those funds regardless of the reason repayment is required.
5. Park Improvements: Park Improvements that become fixtures of the Park shall become property of the City upon the termination of this Agreement. In addition to the requirements set forth herein, the Partner shall obtain approval from the City for all design Improvements prior to installation.
6. No Rights to Property: Nothing within this Agreement shall be construed as conveying any right(s), without limitation, to the Park property to the Partner.
7. Park Maintenance: The City shall be responsible for maintenance of the Park, including Improvements, which shall be done at the sole discretion of the City.
8. Temporary Suspension: The Partner acknowledges that this Agreement and the rights granted hereunder are subordinate to the necessity of the City to serve its residents in the event of acts of god or other emergencies; and, in such an event, the Partner agrees to surrender, immediately upon demand, the use of the Park to the City for the purpose of managing such events for the pendency of such events. Determination of such events shall be made by the Chief of Police of the Flint Police Department.

9. Indemnity and Hold Harmless:

To the fullest extent permitted by law, the Partner agrees to defend, pay on behalf of, indemnify, and hold harmless the City and its elected and appointed officials, employees and volunteers, and others working on behalf of the City, against any and all claims, demands, suits, or losses, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City and its elected and appointed officials, employees, volunteers, or others working on behalf of the City, for any reason including but not limited to personal injury, including bodily injury or death; and/or property damage, including loss of use thereof, which may arise out of the Partner's acts, omissions, faults, and/or negligence, or that of any of the Partner's employees, agents, and representatives in connection with the performance of this Agreement.

To the fullest extent permitted by law, the City agrees to defend, pay on behalf of, indemnify, and hold harmless the Partner and its elected and appointed officials, employees and volunteers, and others working on behalf of the Partner, against any and all claims, demands, suits, or losses, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the Partner and its elected and appointed officials, employees, volunteers, or others working on behalf of the Partner, for any reason including but not limited to personal injury, including bodily injury or death; and/or property damage, including loss of use thereof, which may arise out of the City's acts, omissions, faults, and/or negligence, or that of any of the City's employees, agents, and representatives in connection with the performance of this Agreement.

10. Term and Termination: This Agreement shall be for a term of one (1) year. Alternatively, either party may terminate this Agreement with advanced written notice to the other party.
11. Costs: Except as otherwise set forth herein, neither party shall be entitled to any further payment hereunder.
12. No Assignment or Subletting: The Partner shall not assign or sublease this Agreement or any part thereof without written approval from the City.
13. 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:

ROLLINGWOOD MANOR ASSOCIATES



By: Douglas Snyder

Its: Executive Administrator

Date: 9/10/14

CITY OF FLINT:



By: Darnell Earley, ICMA-CM, MPA

Its: Emergency Manager

Date: 10-8-14

Approved as to Form:



By: Peter M. Bade

Its: Chief Legal Officer