

EM SUBMISSION NO.: EMA0062015

PRESENTED: 1-16-15

ADOPTED: 1-20-15

**RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF FLINT AND SONITROL TRI-COUNTY**

**BY THE EMERGENCY MANAGER:**

Through the attached Memorandum of Understanding (MOU), the City of Flint and Sonitrol Tri-County wish to efficiently share the responsibility of providing resources for the maintenance and care of "Edo," a male canine German Shepherd that is part of the Flint Police Department K-9 Unit; and

The intent of the parties is to share the costs associated with the upkeep of Edo, and the beneficial services Edo renders; and

The duties and responsibilities of the parties to this MOU are specifically addressed in Section III of the MOU; and

The term of the MOU shall be for one (1) year from the date of its execution, with an option for an automatic renewal at the end of the current term for a successive one (1) year term.

**IT IS RESOLVED** that the Emergency Manager hereby authorizes the Memorandum of Understanding between the City of Flint and Sonitrol Tri-County that provides for their shared responsibility of providing resources for the maintenance and care of Edo, a male canine German Shepherd that is part of the Flint Police Department K-9 Unit, pursuant to the covenants contained in the Memorandum of Understanding attached hereto and made a part hereof.

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Peter M. Bade, City Attorney

**EM DISPOSITION:**

ENACT X      REFER TO COUNCIL \_\_\_\_\_      FAIL \_\_\_\_\_

  
\_\_\_\_\_  
Gerald Ambrose, Emergency Manager

DATED: 1/20/15

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding ("MOU") is between the CITY OF FLINT, a Michigan municipal corporation (the "City"), whose address is City Hall, 1101 S. Saginaw Street, Flint, Michigan 48502, and SONITROL TRI-COUNTY, a Michigan Limited Liability Corporation ("Sonitrol"), whose address is 7241 Fenton Rd, Grand Blanc, MI 48439, collectively the "Parties".

### **I. PURPOSE OF MOU**

This MOU formalizes the relationship between the Parties in order to efficiently share the responsibility of providing resources for the maintenance and care of "Edo," the City's male canine German Shepherd, which is part of the Flint Police Department ("FPD") K-9 unit. This MOU delineates the goals of the Parties, as well as their duties and responsibilities. The ongoing success of the Parties' relationship relies upon effective communication between the City and Sonitrol.

### **II. Goals and Objectives**

The Parties have determined that it is in their best interest to come to an agreement regarding the care and use of Edo. Specifically, the intent of the Parties is to share the costs associated with the upkeep of Edo, and the beneficial services Edo renders. Thus, the Parties intend to establish a mutual agreement delineating the Parties duties and responsibilities in implementing the above stated intent.

To that end, the Parties agree to the following:

### **III. DUTIES AND RESPONSIBILITIES**

1. The City shall provide Edo to Sonitrol for Sonitrol's limited use, and will permit Sonitrol to utilize Edo for certain public relations activities. ("PR Activities"). However, at all times, Edo shall remain in the possession of City personnel, specifically the FPD K-9 handler, and shall be transported to PR Activities in the FPD K-9 handler's marked City police vehicle.
2. PR Activities shall include but not be limited to:
  - a. photographs being taken of Edo with Sonitrol employees;
  - b. taking Edo to local primary and secondary schools for educational visits with students; and,
  - c. other events subject to Chief of Police approval.
3. Sonitrol shall schedule its use of Edo with, and upon approval by, the City's Chief of Police and Captain of Patrol Bureau, at least thirty (30) days prior to the intended date of use.
4. By entering this MOU, Sonitrol explicitly understands that Edo's primary function is as a police K-9 unit. Sonitrol's use of Edo for the above enumerated activities is limited. The City shall be permitted the exclusive right to use Edo notwithstanding any provision in this MOU.
5. Sonitrol, in consideration for the City's grant of the right to use Edo, shall provide funds for certain expenses related to the maintenance and care of Edo. Specifically, Sonitrol will pay any fees, bills, or other costs incurred by the City related to Edo including, but not limited to, the following:
  - a. Cost of Food

- b. Veterinary expenses including in-patient visits, regular check-ups, medications, and any emergency care.
  - c. Miscellaneous dog toys and equipment including, but not limited to, balls, bite sleeve, crate, lead, collar, treats.
- 6. Sonitrol shall directly pay for the above enumerate expenses relating to the maintenance and care of Edo.
- 7. Sonitrol agrees to hold harmless and indemnify 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 MOU resulting from the acts or omissions of Sonitrol, including its employees, contractors, agents, or representatives.

#### **IV. TERM**

- 8. The term of this MOU shall be for one (1) year from the date of its execution.
- 9. This MOU shall automatically renew at the end of the current term for a successive one (1) year term unless either Party gives written notice of its intent to terminate the MOU at least thirty (30) days before the expiration of the current term.
- 10. Upon termination of this MOU, Sonitrol shall provide all documentation or any other information pertaining to the costs of maintenance and care of Edo as set forth in this MOU.

#### **V. NOTICE**

- 11. Whenever, under this MOU, a provision is made for notice of any kind, such notice shall be in writing and signed by or on behalf of the party giving or making the same, and it shall be deemed sufficient notice and service thereof if such notice is sent to either party by registered mail, certified mail, or courier, prepaid to the following addresses:
  - a. If to the City: City Clerk, 1101 S. Saginaw Street, Flint MI 48502; Flint Police Department, 210 E. Fifth Street, Flint, MI 48502.
  - b. If to Sonitrol: Sonitrol Tri-County, 7241 Fenton Rd, Grand Blanc, MI 48439

#### **VI. ADDITIONAL PROVISIONS**

- 12. All questions regarding the validity, intention and meaning of this MOU or any modifications of it relating to the rights and obligations of the Parties, or alleged breaches thereof, will be construed and resolved under the laws of the State of Michigan in courts of competent jurisdiction located within the State of Michigan.
- 13. This MOU 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.

14. This MOU shall be effective upon the date that it is executed by all parties and presented to the City of Flint Clerk.
15. This MOU is valid and enforceable with electronic or facsimile signatures, and may be executed in multiple counterparts, all of which together shall form one agreement.
16. Failure of the City to insist upon strict compliance with any of the terms or conditions of this MOU shall not be deemed a waiver of any term or condition. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time.
17. Any amendment or modification to this MOU shall be in writing and signed by the Parties.
18. If any provision of this MOU is found to be invalid or unenforceable, the remainder of the MOU shall remain in full force and effect as though the invalid or unenforceable provision had never been included.
19. Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which currently exists between the Parties.


"Sonitrol"

"City"

SONITROL TRI-COUNTY, a Michigan Limited Liability corporation

THE CITY OF FLINT, a Michigan municipal corporation,

By:   
Mike Wanstreet, President

By:   
Gerald Ambrose, Emergency Manager

**APPROVED AS TO FORM:**

  
Peter M. Bade, City Attorney

S:\DBR\CONTRACTS\Sonitrol MOU\Memorandum of Understanding (Final).docx