

EM SUBMISSION NO.: EME6022014

PRESENTED: 11-11-14

ADOPTED: 11-12-14

**RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN
THE FLINT DOWNTOWN DEVELOPMENT CORPORATION AND THE CITY OF FLINT**

BY THE EMERGENCY MANAGER:

Through the attached Memorandum of Understanding, the Flint Downtown Development Corporation and the City of Flint wish to formalize the relationship between them in order to foster efficient and cohesive procedures that will provide for the efficient planning and administration of special events throughout the downtown Flint area; and

The Memorandum of Understanding delineates the mission of the Flint Downtown Development Corporation and the City of Flint as well as their duties and responsibilities; and

The duties and responsibilities governing the relationship between the Flint Downtown Development Corporation and the City of Flint are contained within the Memorandum of Understanding attached hereto and made a part hereof.

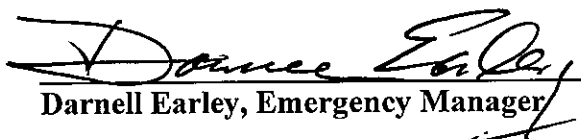
IT IS RESOLVED that the Emergency Manager hereby authorizes the Memorandum of Understanding between the Flint Downtown Development Corporation and the City of Flint that formalizes the relationship between them in order to foster efficient and cohesive procedures that will provide for the efficient planning and administration of special events throughout the downtown Flint area, pursuant to the covenants set forth in the Memorandum of Understanding attached hereto and made a part hereof.

APPROVED AS TO FORM:


Peter M. Bade, City Attorney

EM DISPOSITION:

ENACT ✓ REFER TO COUNCIL _____ FAIL _____


Darnell Earley, Emergency Manager

DATED: 11-12-14

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 the FLINT DOWNTOWN DEVELOPMENT AUTHORITY, a Michigan non-profit corporation ("DDA"), whose address is 412 South Saginaw Street, Suite 206, Flint, MI 48502, collectively the "Parties".

I. Purpose of MOU

This MOU formalizes the relationship between the Parties in order to foster efficient and cohesive procedures that will provide for the efficient planning and administration of special events throughout the downtown Flint area. This MOU delineates the mission 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 the DDA.

II. Goals and Objectives

The Parties have determined that it is in the community's best interest to come to an agreement regarding the policies, procedures, and responsibilities to be implemented for administering downtown special events. The intent of the Parties is to enhance access to information about, to increase the overall cost effectiveness of, and provide a system for efficient administration of, downtown special events. 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 Parties shall agree upon specific boundaries within the downtown area of the City that will be designated as the geographic location where special downtown events shall be held. The designation of this geographic location will be set by the DDA President and the Mayor. This geographic location shall be known as the "Downtown Event Boundaries."
2. The DDA shall be the first point of contact for all downtown event applications.
3. The DDA shall forward all applications for proposed events located outside of the Downtown Event Boundaries directly to the City Traffic Control department and have no further involvement with those applications.
4. The City shall forward all applications for proposed events located within the Downtown Event Boundaries directly to the DDA and wait for the DDA to perform the initial processing procedure as set forth in paragraphs five (5) and six (6) of this MOU.

5. The DDA shall evaluate and process all applications that fall within the Downtown Event Boundaries and shall have the following responsibilities:
 - a. to consult with the applicant and explain all procedures regarding applying for a special downtown event;
 - b. to gather all necessary documentation from the applicant, including proof of insurance and an indemnification agreement, and to ensure that all of the necessary documentation is properly filled out;
 - c. to determine the amount of volunteer support the DDA can offer and to provide support consistent with this determination; and,
 - d. to conduct a preliminary evaluation of scheduling conflicts with other events.
6. The DDA shall forward the completed application with all documentation and a written recommendation of DDA sponsored support to the City Traffic Control Department.
7. The City Traffic Control Department shall receive the application from the DDA, as the contact point for the City, and shall have the following responsibilities:
 - a. to determine and/or approve a specific event route or location, or in the event that a route or location is deemed inappropriate, to determine an alternate route or location;
 - b. to determine all route/location barricade placements and times for placement and removal;
 - c. to consult with the City of Flint Chief of Police and coordinate with the Police Department to provide, as determined by the Chief, any necessary police officers that will provide public safety support at the special event,
 - d. to procure any additional City sponsored support services, along with the accompanying signatures and costs; and,
 - e. to notify the City's Department of Public Works Director ("DPW Director") when the application is complete and submit the completed application for:
 - i) final signature; or,
 - ii) review if there is a problem that needs resolution by the DPW Director

8. The DPW Director shall review event applications for compliance, resolve any outstanding disagreements and forward the final approved application to the Mayor for final signature.
9. The City Traffic Control Department shall, upon receiving all required City signatures, return the final approved application to the DDA along with approved route maps, barricade placements, safety requirements, and any additional comments.
10. The DDA shall, upon receiving the approved application, confirm the event with the applicant. The DDA shall collect all applicable fees and current insurance documents and submit both to the City prior to the scheduled date of the special downtown event.
11. The DDA shall provide notification to all businesses located within the Downtown Event Boundaries of all approved events, event dates, and road closures.
12. The DDA shall maintain an event calendar that is available to the media, residents, visitors, and anyone else wishing to access information regarding special downtown events.
13. The DDA shall provide City approved training to volunteers prior to a volunteer being utilized in a special downtown event.
14. The DDA shall develop, and the City shall approve, a set of metrics to gauge economic impact of individual special downtown events. These metrics shall include, but are not limited to, the following measurements: tracking attendance, tracking traffic counts, and accounting for sales receipts before, during, and after events. The DDA shall submit all metric information to the DPW Director and the City may utilize this data in the best interest of the City, which includes but is not limited to displaying the data on the City website and sharing the data with other personnel.
15. The City shall develop the means to provide the DDA with continually updated information pertaining to downtown traffic, construction, and other permitted activity within the Downtown Event Boundaries.
16. The DDA 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 the DDA, including its employees, contractors, agents, or representatives.

Termination

17. Either Party may terminate this agreement upon ten (10) days written notice to the other Party. Upon termination, the DDA shall provide all

documentation, applications, and any other information pertaining to upcoming special downtown events.

Additional Provisions

18. 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. Any amendment to this MOU shall be in writing and signed by the Parties. Failure of 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 MOU. 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. 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.

19. Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which currently exists between the Parties.

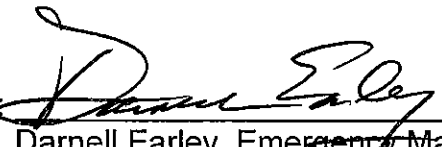
"DDA"

FLINT DOWNTOWN DEVELOPMENT
AUTHORITY, a Michigan
nonprofit corporation,

By: _____
Gerard Burnash, President

"City"

THE CITY OF FLINT, a
Michigan municipal corporation,

By:  _____
Darnell Earley, Emergency Manager

APPROVED AS TO FORM:

 _____
Peter M. Bade, City Attorney

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