AGREEMENT

 This Agreement is made and entered into this \_\_\_\_\_\_\_\_\_\_\_ day of\_\_\_\_\_\_\_\_, 2014, by and between the City of Detroit, acting through its Department of Public Works referred to as the City andMidtown Detroit, Inc.(MDI) a non-profit tax exempt organization with a place of business at 3939 Woodward Avenue, Suite 100, Detroit, MI 48201.

1. **Statement of Purpose**
	1. The City has agreed to permit certain non-motorized infrastructure improvements (e.g. bicycle racks) alongvarious city of Detroit rights-of-way within the greater downtown area (including Midtown, New Center, Eastern Market, Corktown, and the Central Business District) as noted on “Attachment A”, all together with necessary related work, described herein as the improvement (“Improvement”).
	2. The Parties desire to set forth in writing their respective obligations for the maintenance and repair of the improvements.
	3. It is the general intent of the parties to enhance the physical character of the greater downtown Detroit area in order to promote residential and commercial activity.
2. **Term**
	1. The term of this Agreement shall commence upon the final completion of the construction of the improvements and shall continue as long as the infrastructure improvements remain.
3. **Maintenance and Repair of Improvements**
	1. The Parties hereby agree that Midtown Detroit, Inc. shall be responsible, at its sole expense for the maintenance and repair of the following Improvements
4. MDI installed bicycle racks within the improvement area.
	1. The terms *“maintenance and repair”* shall include repair of any damage which takes place to the Covered Improvements. Notwithstanding the foregoing, however, the City shall be solely responsible for any damages it causes to the Covered Improvements. MDI shall perform its obligations under this Agreement in accordance with applicable local and state laws, regulations and ordinances.
	2. MDI shall maintain an account for maintenance and repair of the above listed Improvements.
5. **Liability**
	1. MDI agrees to indemnify, defend and hold the City harmless against and from any and all liabilities, obligations, penalties, costs, charges, losses, damages or expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by, or asserted against the City or its departments, officers, or employees as a result of any negligence of misconduct of MDI in the performance of its obligations under this Agreement.
	2. MDI shall maintain, at its sole cost and expense, during the term of this Agreement:

Commercial General Liability Insurance (broad form comprehensive) in the amount of $1 Million per occurrence and $1 Million in the aggregate. Such a policy shall name the “City of Detroit” as an additional insured and shall provide that MDI’s insurance is primary and not excess over any insurance already carried by the City. Such policy shall provide a commitment from the insured that the policy shall not be canceled or reduced without at least 30 days’ prior written notice to the City. A certificate of insurance evidencing such coverage shall be in a form acceptable to the City. This certificate of insurance shall be submitted to the appropriate office in the City’s Finance Department, Coleman A. Young Municipal Center, prior to the commencement of performance under this Agreement and at least 15 days prior to the expiration dates of the expiring policies. MDI shall be responsible for payments of all deductibles. The provision requiring MDI to carry such insurance shall not be construed in any manner as waiving and restricting the liability of MDI under this Agreement.

1. **Miscellaneous**
	1. MDI may assign its rights and obligations under this Agreement to any successor entity or other entity under MDI’s control, provided the City gives its prior written consent. Such assignment shall not relieve MDI of its obligations hereunder.
	2. This Agreement shall be governed in all respects by the laws of the State of Michigan.
	3. This Agreement shall be binding upon the Parties’ successors and assigns. This Agreement is for the exclusive benefit of the parties hereto and shall not be deemed to give any legal or equitable right, remedy or claim whatsoever to any other person.
	4. This Agreement constitutes the entire agreement between the Parties.
	5. All disputes under the terms of this Agreement shall be resolved through binding arbitration under the rules and procedures of the American Arbitration Association. Such arbitration shall be held in Detroit, Michigan.
	6. This Agreement has no impact on the ownership of the infrastructure improvements.
	7. Subsequent to the completion of the MDI bicycle rack project, MDI agrees not to change said improvements without City permission.
	8. The City agrees to notify MDI of scheduled work, construction or improvement plans that fall within the boundaries of the Improvement area.

 The City and MDI, by and through their duly authorized officers and representatives, have executed this Contract as of the date above written.

Witnesses: Midtown Detroit, Inc.

1. By:

 Name Susan T. Mosey

2. Its:

 Name President

Witnesses: City of Detroit

 Department of Public Works

1. By:

 Name Name

2. Its:

 Name Title

 APPROVED BY LAW DEPARTMENT

 PURSUANT TO § 6-406 OF THE CHARTER OF THE CITY OF DETROIT

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Corporation Counsel Date

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**CITY ACKNOWLEDGMENT**

STATE OF )

 )SS.

COUNTY OF )

 The foregoing contract was acknowledged before me the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_,

20\_\_ , by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

(name of person who signed the contract)

the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

(title of person who signed the contract as it appears on the contract)

of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

(complete name of the City department)

on behalf of the City.

 Notary Public, County of

 State of

 My commission expires:

**CONTRACTOR ACKNOWLEDGMENT**

STATE OF )

 )SS.

COUNTY OF )

 The foregoing contract was acknowledged before me the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_,

20\_\_\_, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

(name of person who signed the contract)

the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

(title of person who signed the contract as it appears on the contract)

of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

(complete name of the corporation)

on behalf of the Corporation.

 Notary Public, County of

 State of

 My commission expires:

**CORPORATION CERTIFICATE OF AUTHORITY**

 **I,** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Corporate Secretary of

 (name of corporate secretary)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(complete name of corporation) (state of incorporation)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ corporation (the "Corporation"), **DO HEREBY CERTIFY** that the

(non-profit or for profit)

following is a true and correct excerpt from the minutes of the meeting of the Board of Directors

duly called and held on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and that the same is now in full force and effect:

(date of meeting)

**"RESOLVED**, that the Chairman, the President, each Vice President, the Treasurer, and the Secretary and each of them, is authorized to execute and deliver, in the name of and on behalf of the Corporation and under its corporate seal or otherwise, any agreement or other instrument or document ('Contract') in connection with any matter or transaction that shall have been duly approved; and the execution and delivery of any Contract by any of the aforementioned officers shall be conclusive evidence of such approval."

 **FURTHER, I CERTIFY** that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is Chairman,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is President,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is (are) Vice President(s),

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is Treasurer,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is Secretary,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is Executive Director, and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

 **FURTHER, I CERTIFY** that any of the aforementioned officers or employees of the Corporation are authorized to execute and commit the Corporation to the conditions, obligations, stipulations and undertakings contained in the foregoing Contract between the City and the above-referenced Corporation and that all necessary corporate approvals have been obtained in relationship thereto.

 **IN WITNESS THEREOF**, I have set my hand this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 20 \_\_\_\_.

CORPORATE SEAL

 (if any)

 Corporation Secretary

**PLEASE NOTE THAT THE PERSON WHO SIGNS THE CONTRACT ON BEHALF OF YOUR CORPORATION MUST BE ONE OF THE INDIVIDUALS LISTED ABOVE AS A PERSON AUTHORIZED TO EXECUTE CONTRACTS IN THE NAME OF AND ON BEHALF OF THE CORPORATION.**