

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU"), dated as of August 29, 2012, shall confirm an understanding between the New York City Department of Parks & Recreation ("DPR") and the New York City Department of Transportation ("DOT") concerning the establishment and/or maintenance of certain property currently or in the future to be identified as Bike Share sites in the City of New York.

WITNESSETH

WHEREAS, DOT and DPR have compiled a comprehensive list of Bike Share sites, which is attached hereto as Exhibit A (collectively, "the Sites");

NOW THEREFORE, in consideration of the benefits to the public, each of the parties to this MOU agrees as follows:

1. This agreement shall be for a term of six (6) years, commencing on the day and year first above written. This agreement may be renewed for two (2) additional five (5) year terms by the written mutual consent of the parties, which consent shall not be unreasonably withheld.
2. DOT and DPR acknowledge that the Sites are temporary and will always remain as DPR jurisdictional properties, available for DPR purposes and uses as needed.
3. Any change or modification that would alter an individual or group of Sites' status as a Bike Share site, or any increase or decrease of the number of Bike Share sites, shall be effectuated by amendment to this agreement, which merely revises Exhibit A to reflect any increase or decrease in the number of Bike Share sites, or adds or subtracts a specific Site(s) and indicates the Site's location.
4. DOT and/or its agents will provide for regular trash removal and will be responsible for snow removal for the interior and six (6) feet in all directions from the exterior of the stations.
5. All contractors hired to perform work at the Sites shall be required to indemnify and hold the City harmless in relation to the work performed at the Sites. In addition, all contractors will be required to provide insurance in conformance with standard insurance protocols acceptable to the City.
6. This MOU shall be terminable in whole or in part, by the Commissioner of DPR in his or her sole discretion, upon twenty-five (25) days written notice to DOT by DPR. Notwithstanding the proceeding and prior to such written notice, DPR shall endeavor to

resolve any issue with DOT that would, if left unresolved, lead to DPR terminating this agreement.

7. Upon termination of this MOU and/or amendment thereof which excludes the use of a particular Bike Share site, DOT and/or its agents will make reasonable efforts to restore the Site(s) to the condition existing prior to the transformation of the Site(s) to Bike Share sites and in compliance with the New York City Administrative Code or, at DPR's option, DOT and/or its agents shall return the Site(s) in its current condition at the time of the request.
8. All notices between the parties shall be in writing sent by certified mail, return receipt requested, or personally delivered.

To DPR:

Commissioner
The Arsenal
830 Fifth Avenue
New York, New York 10065

cc: DPR's General Counsel

To DOT:

Commissioner
55 Water Street – 9th Floor
New York, New York 10041

cc: DOT's General Counsel

Any change of address shall be designated by written notice to the other party.

9. This MOU may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed original, but all such counterparts together shall constitute but one and the same instrument.
10. This MOU shall be binding upon and for the benefit of the parties hereto and each of their respective successors and permitted assigns. The provisions of the MOU shall be solely for the benefit of the parties hereto and no other person or entity shall be a third party beneficiary hereof.
11. This MOU may not be modified or amended except by written agreements executed by each Party hereto.
12. This MOU and the attachments hereto contain all the terms and conditions agreed upon by the Parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this MOU shall be deemed to bind any of the Parties hereto or to vary any of the terms contained herein.

13. If DPR reasonably objects to the sponsorship panel on the station kiosk on any of the structures placed on DPR jurisdictional property, DPR shall advise DOT of such objection(s) and DPR and DOT will reasonably discuss such objection(s). After such discussions, if DPR is not reasonably satisfied, DOT will undertake appropriate measures to address DPR's objection(s).

14. Except in the case of an emergency, DPR will seek to provide DOT with at least thirty (30) days notice if a Bike Share site needs to be temporarily moved to accommodate a DPR permitted event.

IN WITNESS WHEREOF, DOT and DPR have executed this MOU on the day and year first above written.

NEW YORK CITY DEPARTMENT OF TRANSPORTATION

By: _____


Commissioner

NEW YORK CITY DEPARTMENT OF PARKS & RECREATION

By: _____


Commissioner

EXHIBIT A

Site_ID2	Colloquial	Street	X_Street_1	X_Street_2	Side	Location	Borough
4637.02	Borough Hall (Columbus Park)	Joralemon Street	Adams Street	Court Street	N	inside	BK
5414.06	Allen Mall	Allen Street	Rivington Street	Delancey Street	C	inside	MN
5484.06	Allen Mall	Allen Street	East Houston Street	Stanton Street	C	inside	MN
6876.06	Central Park	Central Park South	Sixth Avenue	Fifth Avenue	N	inside	MN
5500.07	Duarte Square	Sixth Avenue	Canal Street	Grand Street	W	inside	MN
5687.05	Father Fagan Park	Sixth Avenue	Prince Street	Van Dam Street	E	inside	MN
5453.01	Sara D. Roosevelt Park	Rivington Street	Chrystie Street	Forsyth Street	S	inside	MN
5523.02	Sara D. Roosevelt Park	Stanton Street	Chrystie Street	Forsyth Street	N	inside	MN
6170.02	Vernon Mall	Vernon Blvd	50th Avenue	51st Street	E	inside	QN
5752.03	American Playground	Franklin Street	Milton Street	Noble Street	W	verge	BK
5093.01	Bedford Playground	Bedford Avenue	South 9th Street	South 10th Street	E	verge	BK
4829.01	Brooklyn Heights Promenade Entrance	Columbia Heights	Cranberry Street	Middagh Street	W	verge	BK
4546.04	Fort Greene Park	DeKalb Avenue	South Portland Avenue	South Oxford Street	N	verge	BK
4659.02	Fort Greene Park	Myrtle Avenue	St. Edward's Street	North Portland Avenue	S	verge	BK
4546.05	Fort Greene Park	Washington Park	Willoughby Avenue	Myrtle Avenue	W	verge	BK
4419.03	Greene Playground	Washington Avenue	Greene Avenue	Gates Avenue	W	verge	BK
4255.05	John Hancock Playground	Hancock Street	Bedford Avenue	Spencer Place	N	verge	BK
4707.04	Marcy Playground	Nostrand Avenue	Myrtle Avenue	Park Avenue	E	verge	BK
5450.04	McCarren Park	North 12th Street	Bedford Avenue	Nassau Avenue	N	verge	BK
4246.04	Potomac Playground	Macon Street	Tompkins Avenue	Marcy Avenue	N	verge	BK
5156.04	Rodney Park South	Rodney Street	South 3rd Street	South 4th Street	E	verge	BK
4205.02	St. Andrew's Playground	Herkimer Street	Kingston Avenue	St. Andrew's Place	S	verge	BK
5036.06	Sternberg Park	Leonard Street	Boerum Street	Montrose Avenue	W	verge	BK
4476.03	Herbert Von King Park	Marcy Avenue	Lafayette Avenue	Greene Avenue	E	verge	BK
5896.03	Augustus St. Gaudens Playground	East 20th St	2nd Avenue	1st Avenue	S	verge	MN
5326.06	Baruch Playground	Baruch Place	Mangin Street	Delancey Street	E	verge	MN
4889.03	Battery Park	State Street	Bus Slip	Pearl Street	W	verge	MN
5001.06	Battery Park	Battery Place	Washington Street	Greenwich Street	S	verge	MN

Site_ID2	Colloquial	Street	X_Street_1	X_Street_2	Side	Location	Borough
4962.01	Bowling Green	Broadway	Battery Place	Morris Street	E	verge	MIN
6904.08	Central Park	Fifth Avenue	East 62nd Street	East 61st Street	W	verge	MIN
6459.04	Chelsea Park	Tenth Avenue	West 28th Street	West 27th Street	E	verge	MIN
5198.04	Coleman Playground	Market Street	Cherry Street	Monroe Street	E	verge	MIN
5181.04	Corlears Hook Park	Cherry Street	FDR Drive	Jackson Street	S	verge	MIN
5610.06	SoHo Square	Spring Street	Sixth Avenue	Varick Street	S	verge	MIN
6272.07	St. Vartan Park	Second Avenue	East 36th Street	East 35th Street	E	verge	MIN
5659.05	Tompkins Square Park	East 10th Street	Avenue A	Avenue B	S	verge	MIN
5326.06	Baruch Houses Ballfields	Baruch Place	Mangin Street	Unnamed Street	S	verge	MIN