

CITY OF ROCHESTER HILLS
ROAD COMMISSION FOR OAKLAND COUNTY
STREET LIGHT MAINTENANCE AND COST SHARING AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 20__, by and between the City of Rochester Hills, a Michigan municipal corporation, whose address is 1000 Rochester Hills Dr., Rochester Hills, MI 48309, hereinafter referred to as "City" and the Road Commission for Oakland County, a Michigan public body corporate, whose address is 31001 Lahser Road, Beverly Hills, MI 48025, hereinafter referred to as "RCOC."

WHEREAS, the City and RCOC are participating in a project to reconstruct and improve Dequindre Road at Avon Road, identified as RCOC Project No. 55233, hereinafter referred to as the "Project", which Project includes the installation of new street lighting ("Street Lighting") by the Detroit Edison Company, (hereinafter referred to as "DTE"); and

WHEREAS, the City has agreed to contract with DTE for the installation of such Street Lighting, provided that the City and RCOC share in the cost of ongoing energy, replacement, repair, inspection, maintenance and administration costs ("Operating Costs") for the Street Lighting; and

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES:

1. The City shall contract with DTE to install the Street Lighting for the Project, in the City of Rochester Hills in the locations shown on the attached and incorporated Exhibit A.
2. The cost for the installation of the Street Lighting shall be shared by the City and RCOC in accordance with the local match shares calculated for the Project.
3. The City and RCOC shall share equally in the Operating Costs of the Street Lighting identified in Exhibit A. DTE estimates the Operating Costs for the Street Lighting will be Two Thousand Six Hundred Forty-Three Dollars and Eighty-Four Cents (\$2,643.84) annually.
4. DTE will bill the City monthly for the Operating Costs for the Street Lighting.
5. The City shall forward the billings for the Operating Costs for the Street Lighting to RCOC on an annual basis, and RCOC shall pay the City for its portion of the Operating Costs for the Street Lighting within thirty (30) days of the date of the billings. The City and RCOC acknowledge that the Operating Costs may increase due to unforeseen circumstances and due to the increase of energy costs over time. The City and RCOC hereby agree to pay the Operating Costs related to the Street Lighting as they may be revised due to such increases.
6. In the event that a Street Lighting is damaged or destroyed, the City shall purchase a replacement without undue delay and RCOC and the City shall share equally in the cost of the replacement equipment. The City shall bill the RCOC in the amount of 50% of the replacement cost, and the RCOC shall forward payment to the City within 30 days of the billing.
7. The parties agree that notwithstanding anything set forth herein, it is the intent of the parties that each one shall have and retain governmental immunity as a governmental agency, and shall have and receive any immunity conferred by virtue of its activities set forth herein. Each party shall be responsible for any¹claims made against that party and for the acts

of its own employees or agents. Each party releases the other parties from any claims against the party. In any claims that may arise from the performance of this Agreement, each party shall seek its own legal representation and bear costs associated with such representation, including any attorney fees. Except as otherwise provided in this Agreement, no party shall have any right under any legal principle to be indemnified by any other party or its employees or agents in connection with any claim. DTE shall not be considered an agent or employee of any party.

8. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g. via pdf) of an original signature.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date above written.

ROAD COMMISSION FOR OAKLAND COUNTY
By: _____

(Print Name)

Its: _____

By: _____

(Print Name)

Its: _____

CITY OF ROCHESTER HILLS
By: _____

(Print Name)

Its: _____

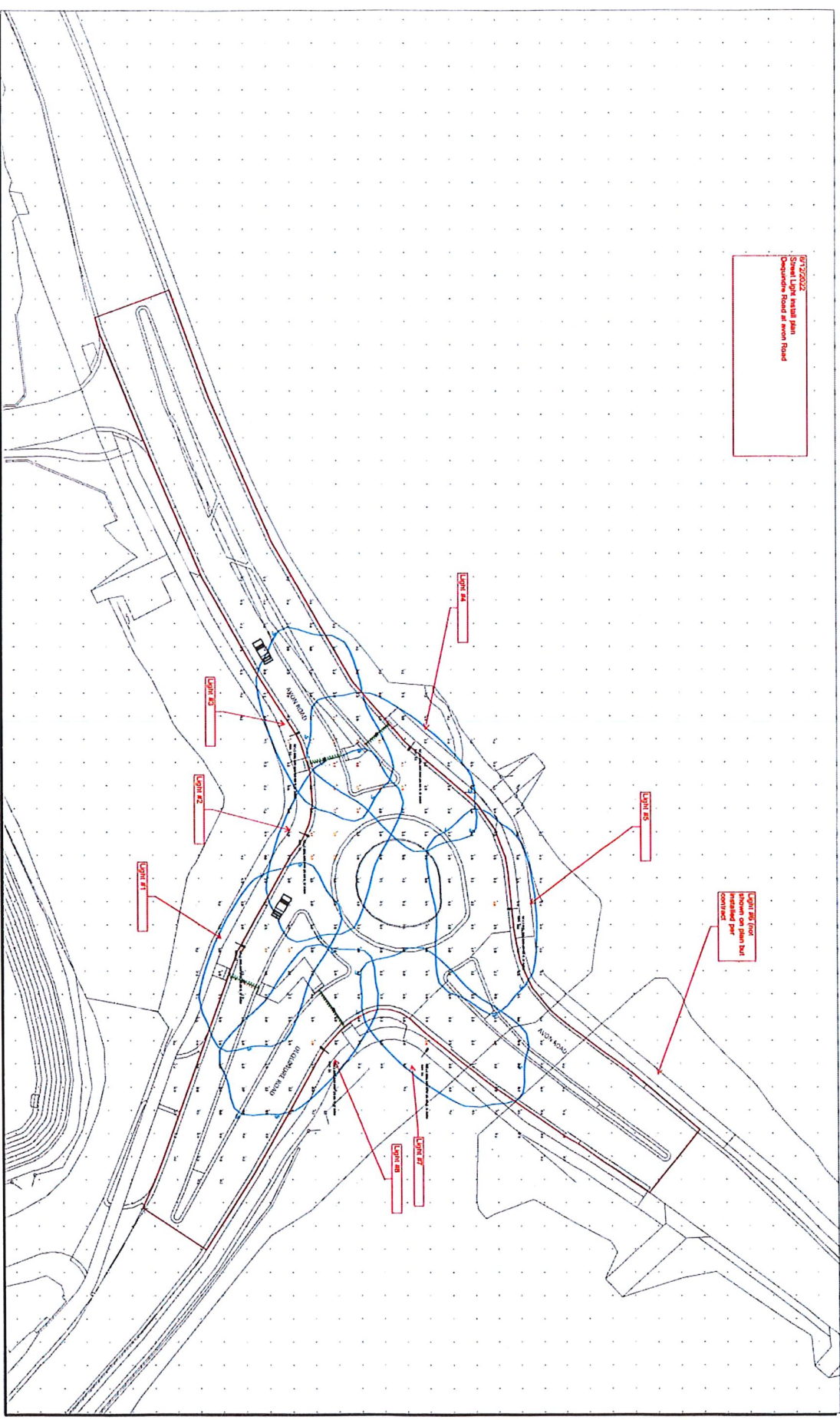
By: _____

(Print Name)

Its: _____

EXHIBIT A

DATE: 12/9/2020
 SCALE: 1"=40'-0"



07/25/2022
 Street Light Install Plan
 Dequindre Round at Avon Road

LIGHT #10
 Pole on Avon Rd
 not shown on plan but
 provided per
 contract

Avon Rd & Dequindre Rd Roundabout
 DTE Community Lighting - Street Lighting Plan 2

Drawn By: M. Valascho
 Checked By:
 Date: 12/9/2020
 Scale:

| # | Date | Comments |
|---|------|----------|
| | | |
| | | |
| | | |
| | | |

