



## **COST-SHARING AGREEMENT REGARDING WOODWARD AVENUE AND EIGHT MILE INTERSECTION IMPROVEMENTS AND SERVICES PROJECT**

This Cost-Sharing Agreement (the “Agreement”) is made and entered into on \_\_\_\_\_, 2021 by and between the City of Ferndale (“Ferndale”) ~~and~~ the City of Detroit (“Detroit”), collectively referred to as “Local Communities”, and the Eight Mile Boulevard Association (8MBA), a Michigan 501(c)(3) Nonprofit Corporation-

The Michigan Constitution of 1963, Article 7, § 28, and the Urban Cooperation Act of 1967, Act No. 7 of the Public Acts of 1967, being MCL 124.501 et seq., permits a political subdivision to exercise jointly with any other political subdivision any power, privilege or authority which such political subdivisions share in common and which each might exercise separately; and

The Local Communities have determined the Woodward Avenue and Eight Mile Intersection (“Intersection”), which is a common border between the Local Communities, subject to the approval of the Michigan Department of Transportation’s (“MDOT”) jurisdiction and approval, can be improved by the development of physical improvements in the Intersection, by committing additional resources to the maintenance of improvements in the Intersection and providing additional resources to assist the homeless in the vicinity of the Intersection and further the public health, safety, and welfare, and promote efficient and effectiveness transportation in the area of the Intersection.

The Eight Mile Boulevard Association (“8MBA”) is a 501(c)(3) non-profit organization focused on improving and facilitating the improvement of the Eight Mile corridor between Wayne and Oakland Counties, including the Intersection. 8MBA will provide project support as directed by the Local Communities via administrative, project management/coordination, reporting, and fiduciary services. This support is described in detail in Exhibits noted herein.

**NOW THEREFORE**, based on the mutual consideration and covenants stated below, the Local Communities and 8MBA agree as follows:

1. Authorization for Improvements. The Local Communities authorize and agree to participate in the Intersection Project as described in the attached plan. **(Exhibit 1)** The project shall be designed and constructed in accord with the standards in the American Association of State Highway and Transportation Officials (AASHTO). The Local Communities shall obtain approval of MDOT prior to any improvements within right of way under the jurisdiction of MDOT.

2. Reimbursement/Payment. The Local Communities shall pay for all improvements for the Intersection and shall pay for the resources to assist the homeless in the vicinity of the Intersection based on the formula set forth in the attached budget agreed to by the parties. Each party shall reimburse and shall make payment to the other for any agreed upon costs



as set forth in the attached budget, upon presentation of an invoice documenting the completed work. (**Exhibit 21**)

3. 8MBA shall coordinate, administer and supervise certain work at the Intersection for the Local Communities and shall provide reports to the Local Communities as set forth in the attached description. (**Exhibit 31**)

4. No Waiver of Governmental Immunity. No provision of this Agreement is intended, nor shall any provision of this Agreement be construed, as a waiver of any governmental immunity as provided under law.

5. Agency. The Local Communities agree that at all times and for all purposes under the terms of this Agreement, no liability, right or benefit arising out of any agency relationship, either express or implied, shall arise or accrue as a result of this Agreement, except as provided in this Agreement. 8MBA shall have all necessary authority for coordinating the installation and construction improvements at the set forth in (**Exhibit 1**).

6. Liability and Insurance. The Local Communities and 8MBA shall each be solely responsible for the acts and omissions of their own employees, and agents. The Local Communities shall be responsible for maintaining liability insurance covering its respective activities as they relate to this Agreement.

7. Entire Agreement. This Agreement sets forth the entire agreement between the Local Communities and 8MBA and supersedes any prior understandings.

8. Severability. If a Court of competent jurisdiction finds any provisions of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force.

9. Governing Law. This Agreement shall be governed by Michigan law. Except as otherwise required by law or court rule, any action brought to enforce, interpret or decide any claim arising under this Agreement shall be brought in the Oakland County Circuit Court.

10. Amendment. The Agreement may be amended only upon written agreement authorized by the governing bodies of the Local Communities.

11. No Implied Waiver. Absent a written waiver, no failure or delay by a party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either party shall subsequently affect its rights to require strict performance of this Agreement.

12. Notices. Notices given under this Agreement shall be in writing and shall be



personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid to the Local Communities.

13. Assignment and Subletting. This Agreement may not be assigned nor may duties or obligations hereunder be delegated without the prior written agreement of the Local Communities.

14. Interpretation of Agreement. This is a negotiated Agreement. Should any part of this Agreement be in dispute, the Agreement shall not be construed more favorably for one party over any other, and the doctrine of construction against the drafter shall not apply.

15. No Third-Party Beneficiaries. The Local Communities do not intend to confer third party beneficiary status on any non-party to this Agreement.

16. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and such counterparts when taken together shall constitute one and the same instrument.

**City of Ferndale**

**City of Detroit**

By: \_\_\_\_\_  
Melanie Piana, Mayor

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Marne McGrath, Clerk

By: \_\_\_\_\_  
Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Eight Mile Boulevard Association**

By: \_\_\_\_\_  
\_\_\_\_\_  
Chairperson

Date: \_\_\_\_\_

