

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this _____ day of _____, 2021, between the City of Greenfield acting through its Board of Public Works and Safety ("City") and Autumn Place Homeowners Association, Inc. ("HOA").

WHEREAS, the existing three (3) private street lights in the HOA's private street of Kirkpatrick Place are in deteriorating or failed condition; and

WHEREAS, HOA is desirous of five (5) new Greenfield standard street lights; and

WHEREAS, City has determined that street lights are a public safety benefit for all City neighborhoods; and

WHEREAS, the parties are desirous to enter into an agreement that will define a cooperative street light installation plan that will accommodate and benefit the HOA and the City.

NOW, THEREFORE, the City and HOA agree as follows:

1. City will complete the scope of work ("Work") shown in "Attachment A", attached hereto within 180 days from the fully executed date of this MOU.
2. City will own and maintain all infrastructure associated with Work in perpetuity and cover the on-going monthly energy costs associated with the Work;
3. HOA will participate in 50% of the total cost of the Work; the total amount for the Work is estimated to be \$16,304.00, so the HOA will be responsible for \$8,152.00;
4. City will participate in 50% of the total cost of the Work; the total amount for the Work is estimated to be \$16,304.00, so the City will be responsible for \$8,152.00;
5. The parties intend for this MOU to be binding upon the successors and assigns of the parties;
6. The failure of any party hereto to insist upon strict performance of any of the terms, covenants or conditions of this MOU shall not be deemed a waiver of any rights or remedies which such party may have hereunder or at law or equity and shall not be deemed a waiver of any subsequent breach or default in any such terms, covenants or conditions.
7. HOA shall fully defend, indemnify, and hold harmless the City from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury, of any kind arising from the Work (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal,

state, or local governmental body or agency, arising out of, in any way whatsoever, any acts, omissions, negligence, or willful misconduct on the part of Developer, its officers, owners, personnel, employees, agents, contractors, invitees or volunteers. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney's fees, and related costs or expenses, and any reimbursements to the city for all legal fees, expenses, and costs incurred by it.

IN WITNESS WHEREOF, the parties have set their hands on the date first written above.

GREENFIELD BOARD OF
PUBLIC WORKS & SAFETY

AUTUMN PLACE HOMEOWNERS
ASSOCIATION, INC.

Mayor Chuck Fewell


Bob Molnar, HOA President

Katherine Locke


Larry McGuire, HOA Secretary / Treasurer

Larry Breese

Kelly McClarnon

Glenna Shelby

“ATTACHMENT A”

Kirkpatrick Place street light project

5 - Acorn LED fixtures.....	4,840.50
5 – Smooth Black Aluminum poles.....	1,750.00
800 feet 12-2 URD wire.....	376.00
650 feet continuous conduit.....	487.50
Contractor labor to bore and install.....	8,850.00
 Project Total.....	 16,304.00