


**ADA COUNTY HIGHWAY DISTRICT
COST SHARE PERMIT**

	<p>3775 Adams Street Garden City, Idaho 83714 Phone (208) 387-6280 Facsimile (208) 387-6289</p>	<p>ACHD Contact Person: Project Management Name: Reid Selmer 3775 Adams Street Garden City Idaho 83714 Phone: (208) 387-6249</p>
<p>Date of Permit:</p>	<p>ACHD Project Nos.: 522038 and 321062.001</p>	<p>Permit No.: 51</p>
<p align="center">Capitalized terms that are not defined in this Permit shall have the meanings given to them in the ACHD Cost Share Ordinance No. 215.</p>		
<p align="center">I. PERMITTEE INFORMATION</p>		
<p>This permit is granted to:</p>	<p>Partnering Agency Contact Person:</p>	
<p>City of Meridian</p>	<p>Caleb Hood Deputy Director</p>	
	<p>Phone: 208-489-0572 Email: chood@meridiancity.org</p>	
<p align="center">II. ROAD PROJECT AND APPROVED NON-TRANSPORTATION COMPONENTS</p>		
<p>Name/Location of ACHD Road Project:</p> <p>Linder Road, Franklin to Overland ACHD Project 522038/321062.001 as depicted in the project plans attached hereto and incorporated herein as Exhibit A.</p>		

Approved Non-Transportation Components:

Pursuant to this Permit, ACHD authorizes, and, as a condition of issuing this Permit, requires, the following Non-Transportation Components:

1) Construction and Perpetual Maintenance of the following:

- Continuous Streetlighting,
- Fiber conduit with junction boxes,
- Landscaping between the multiuse pathways and curb and in the center medians (hereinafter “landscaping”).
- Art Fixtures and associated lighting in the center median,
- River Patterned concrete for the pedestrian wall and the parapet, and
- River Pattern/form liner for the MSE wall/abutment.

All of the aforementioned is depicted in Exhibit A as attached and incorporated herein.

ACHD authorizes and requires the construction and perpetual maintenance of the continuous streetlighting, fiber conduit with junction boxes, landscaping, art fixtures, and river patterned concrete associated with this Project.

In accordance with Ordinance 215, the foregoing continuous streetlighting, fiber conduit with junction boxes, landscaping, art fixtures, and river patterned concrete are referred to as the “Non-Transportation Components.”

III. ACQUISITION OF RIGHT-OF-WAY OR REAL PROPERTY

Conditions of acquisition/contribution of right-of-way or real property by Partnering Agency and/or reimbursement to ACHD by Partnering Agency for said acquisition:

None. ACHD has already acquired or is in the process of acquiring the right-of-way necessary to incorporate the Non-Transportation Components into the Project. Therefore, the acquisition of real property is not required of the Partnering Agency and is not part of the Non-Transportation Components.

IV. DESIGN OF NON-TRANSPORTATION COMPONENTS

Party responsible for obtaining plans/design for Non-Transportation Components:

ACHD design plans include the continuous streetlighting, conduit/junction boxes and river patterns described in Section II. The City is providing design plans for the landscaping and art fixture design described in Section II have been designed by the Partnering Agency, as shown in **Exhibit A**.

If Partnering Agency is responsible for providing plans/design, deadline for submitting plans/designs to ACHD for approval:

N/A

Additional conditions: All designs/plans submitted by Partnering Agency must comply with (i) established engineering standards, including the Idaho Standards for Public Works Construction (ISPWC); (ii) the American Association of State Highway and Transportation Officials (“AASHTO”); (iii) the Cost-Share Ordinance No. 215; (iv) all adopted ACHD rules, regulations, and policies; and (v) all state and federal laws. No designs shall be considered final until they are approved in writing by ACHD. Any modifications to the deadlines set forth above must be approved in writing by ACHD. By approving such design or construction of the Non-Transportation Components to the extent such Non-Transportation Components were not designed or constructed by ACHD.

Allocation of design costs for Non-Transportation Components (including, if applicable, any credits provided to Partnership Agency and application of any federal funding) and for reimbursement, if applicable:

The Partnering Agency shall be solely responsible for all design costs for the fiber optic conduits, the associated junction boxes, landscaping, art fixtures, and river patterned concrete. (Non-Transportation Components), if any. ACHD agrees to provide the City with a credit for the cost to construct the City’s landscaping design in place of the stamped concrete in sections of the sidewalk buffers and medians. The credit amount will be provided by ACHD to the City in a per square foot credit at the time of the bid for the portion the City chooses to landscape.

V. CONSTRUCTION OF NON-TRANSPORTATION COMPONENTS

Description of construction work approved by ACHD to be completed by Partnering Agency (if applicable): (In addition to description, refer to designs and plans attached to this Permit as Exhibits, if applicable. If designs and plans are not complete at the time of issuance of this Permit, they must be approved in writing by ACHD and shall be incorporated into this Permit.)

1. ACHD SHALL:

- a) Be the party responsible for soliciting, receiving and opening of bids and for executing and administering the construction contract for the roadway reconstruction and Non-Transportation Improvements referenced herein, which contract shall include, *inter alia*, a provision that all work required for the Non-Transportation Improvements shall be performed in conformance with the most current edition of the Idaho Standards for Public Works Construction (ISPWC) and the most current City of Meridian Supplemental Specifications to the ISPWC.
- b) Provide Partnering Agency with a complete set of combined bid documents for the roadway reconstruction, and for the Non-Transportation Improvements.

- c) Furnish Partnering Agency with an abstract of all bids received, and obtain Partnering Agency's written concurrence with ACHD's recommendation for award of the construction contract prior to making such award. Partnering Agency's concurrence shall specifically acknowledge that the Non-Transportation Improvements are and shall be subject to the terms and conditions of this Agreement. If Partnering Agency does not concur, ACHD shall remove the Non-Transportation Improvements and if necessary, rebid the Project. Partnering Agency shall be responsible and shall reimburse ACHD for any and all costs suffered by ACHD attributable to the removal of the Non-Transportation Improvements from the Project and if applicable, the rebidding of the Project.
- d) Include in the construction contract, a term providing that Partnering Agency will have the right and authority to work directly with the Contractor to resolve any claims relating in any way to the Non-Transportation Improvements and that any such claims will be reviewed, approved or denied by Partnering Agency including enforcement of the two (2) year warranty period to be started at the date described in the final acceptance letter from Partnering Agency.
- e) Coordinate with Partnering Agency should any changes be made to ACHD's portion of the construction contract or work pursuant thereto that does or may impact the Non-Transportation Improvements.
- f) Make monthly progress payments and the final construction contract payment to the Contractor in conformance with the terms of the construction contract.
- g) Submit to Partnering Agency a copy of each design consultant billing attributable to the Non-Transportation Improvements if applicable and Contractor progress payment estimate, and the final construction contract payment estimate, as such estimates are approved by ACHD after obtaining Partnering Agency's concurrence regarding Partnering Agency's portion of the construction contract, together with an invoice for Partnering Agency's share of the construction contract costs earned by and to be paid to the Contractor.
- h) As applicable, provide for the reference and replacement of all pre-existing survey monuments within the Project.
- i) Provide the field survey and grade control necessary for construction of the roadway. Centerline or offsets and stationing shall be established prior to the City staking any sanitary sewer or potable water service lines, water valve boxes, manhole locations, and other City facilities.
- j) At the conclusion of the Project, submit to Partnering Agency written documentation of expenditures with an invoice for payment of all costs and expenses ACHD incurs, in addition to those provided under paragraph 1.g. above, as a result of the additional work attributed to the Non-Transportation Improvements within the Project Boundaries, including but not limited to, costs or changed conditions, plan errors and omissions, and delays attributable to design and/or installation of the Non-Transportation Improvements.
- k) Indemnify, save harmless and defend regardless of outcome, Partnering Agency from expenses and against suits, actions, claims or losses of every kind, nature and description, including costs, expenses and attorney fees caused by or arising out of any negligent acts by ACHD or ACHD's

officers, employees, agents or contractors while acting within the course and scope of their employment, which arise from or which are in any way connected to the Non-Transportation Improvements. Such indemnification hereunder by ACHD shall in no event cause the liability of ACHD for any negligent act to exceed the amount of loss, damages, or expenses of attorney fees attributable to such negligent act, and shall not apply to loss, damages, expenses or attorney fees attributable to the negligence of Partnering Agency. This duty to defend, indemnify and hold harmless is subject to the limitations of Idaho law, including Article VII Section 4, Idaho Constitution and Idaho Code Title 6 Chapter 9 (the Idaho Tort Claims Act), and to any other limitations set forth in the Agreement.

2. PARTNERING AGENCY SHALL:

- a) Provide the inspection, field survey and grade control required for the installation of all Non-Transportation Improvements incorporated into the Project and installed and adjusted under the construction contract and provide copies of appropriate tests and construction diaries to the District Project Representative as designated by ACHD.
- b) Provide ACHD with the special provisions if applicable, and stamped plans, bid quantities and an Engineers Estimate (or pursuant to Paragraph 1.g. pay ACHD the actual cost if ACHD's design consultant prepares the same) for the Non-Transportation Improvements to be incorporated into the Project and included in the bid documents for the construction contract (all work required for the Non-Transportation Improvements to be performed in accordance with the most current edition of the Idaho Standards for Public Works Construction (ISPWC), the City's Supplemental Specifications to the ISPWC, and the City's Revisions to the Standard Specifications).
- c) Remit to ACHD, within thirty-five (35) calendar days after the date of any invoice referenced in paragraph 1.g., all funds for which Partnering Agency is responsible pursuant to the approved progress payment estimate and the final construction contract payment estimate.
- d) Remit to ACHD, within thirty-five (35) calendar days after the date of invoice referenced in paragraph 1.j., all funds for which Partnering Agency is responsible pursuant to this Agreement.
- e) Reimburse ACHD five percent (5%) of Partnering Agency's construction costs attributable to the Non-Transportation Improvements as payment toward the additional costs incurred by ACHD, including overhead and benefits, and project administration costs which include but are not limited to: public advertisement of the Project, supplying bid plans, supplying construction plans, preparing and holding the preconstruction meeting, generating monthly pay estimates and paying the Contractor, preparing change orders, general construction project oversight, and maintaining construction project files.
- f) Reimburse ACHD for mobilization, traffic control, flagging, detours and weekly meetings on a prorated basis. The prorated basis for the above items will be calculated using the percentage of Partnering Agency's project costs as they relate to the total project construction costs.
- g) Provide (at City's sole costs) trench compaction testing for the Non-Transportation Improvements from one-foot (1') above the pipe zone to sub-grade of the roadway section; trench compaction testing shall be provided at the minimum frequency rate of one (1) test per one thousand (1,000) lineal feet,

minimum one (1) for every three (3) transverse trenches; provide all re-testing required in any area that does not meet construction contract requirements; and provide copies of tests for the area along the alignment of the pipeline to the designated ACHD representative.

- h) Be liable for the cost of repairing any trench failure attributable to the Non-Transportation Improvements within the Project Boundaries, and be liable for and indemnify, defend and hold ACHD harmless for any and all costs, claims, and damages resulting from any such trench failure.
- i) Reimburse ACHD for any additional costs to ACHD over and above costs specifically enumerated herein, where such costs are attributable to the installations, adjustments, relocations and abandonments of the Non-Transportation Improvements or to the removal of any or all items from the construction contract that are associated with the installation of the Non-Transportation Improvements.
- j) Indemnify, save harmless and defend regardless of outcome, ACHD from expenses and against suites, actions, claims or losses of every kind, nature and description, including costs, expenses and attorney fees caused by or arising out of any negligent acts by Partnering Agency or Partnering Agency's officers, employees, agents or contractors while acting within the course and scope of their employment, which arise from or which are in any way connected to the City Water and Sewer Improvements. Such indemnification hereunder by Partnering Agency shall in no event cause the liability of Partnering Agency for any negligent act to exceed the amount of loss, damages, or expenses of attorney fees attributable to such negligent act, and shall not apply to loss, damages, expenses or attorney fees attributable to the negligence of ACHD. This duty to defend, indemnify and hold harmless is subject to the limitations of Idaho law, including Article VII Section 4, Idaho Constitution and Idaho Code Title 6 Chapter 9 (the Idaho Tort Claims Act), and to any other limitations set forth in the Agreement.
- k) Work directly with the Contractor to resolve any claims relating in any way to the Non-Transportation Improvements; any and all such claims will be reviewed, approved or denied by Partnering Agency and Partnering Agency shall indemnify, save harmless and defend regardless of outcome, ACHD from expenses and against suites, actions, claims or losses of every kind, nature and description, including costs, expenses and attorney fees caused by or arising out of any and all such claims regardless of the outcome of the City's efforts to resolve said claims with the Contractor.

Additional conditions: (1) Partnering Agency will not allow any liens to attach to any right-of-way, improvements, or any other property of ACHD as a result of any labor performed or materials supplied in connection with the construction of the Non-Transportation Components. (2) Partnering Agency shall be responsible for obtaining all permits required by ACHD in connection with any construction of the Non-Transportation Components. (3) Partnering Agency's construction shall not negatively impact ACHD's construction of the Transportation Components or ACHD's Road Project schedule in any way. (4) Any amendment to the designs and plans must be approved in writing by ACHD. (5) All construction of the Non-Transportation Components shall be in accordance with the designs/plans approved by ACHD. (6) All construction by Partnering Agency will comply with (i) established engineering standards including the Idaho Standards for Public Works Construction (ISPWC); (ii) the American Association of State Highway

and Transportation Officials (AASHTO”); (iii) the Cost Share Ordinance No. 215; (iv) all adopted ACHD rules, regulations and policies; and (v) all state and federal laws.

If Partnering Agency is responsible for all or a part of the construction of the Non-Transportation Components:

- a. Date for submitting Partnering Agency’s contractors and engineers to ACHD for approval: N/A**
- b. Date for submitting Partnering Agency’s contractors’ and engineers’ estimates to ACHD approval: N/A**
- c. Date for submitting Partnering Agency’s contractors’ and engineers’ contracts to ACHD for approval: N/A**

Any modifications to the deadlines set forth above must be approved in writing by ACHD.

All construction will be included in the ACHD construction contract. The Partnering Agency will be responsible for reimbursing the construction costs of the proposed Non-Transportation Components.

Allocation of construction costs for Non-Transportation Components, reconstruction costs of Transportation Components necessitated by the incorporation of Non-Transportation Components into the Road Project, ACHD construction, maintenance, administration, and overrun costs (including, if applicable, any credits provided to Partnering Agency and application of any federal funding), and time for reimbursement, if applicable:

Partnering Agency shall be solely responsible for all construction costs of the Non-Transportation Components, whether ACHD or Partnering Agency performs such construction. If ACHD performs the construction of the Non-Transportation Components, then Partnering Agency shall reimburse ACHD for the actual costs of all materials used, the cost of the relocation of any utilities necessitated by installation of the Non-Transportation Components, including but not limited to the construction costs of Streetlights, conduit, the junction boxes, landscaping, art fixtures, and river patterned concrete where applicable. Payment by Partnering Agency shall be made to ACHD within 30 days following submission of any invoice by ACHD to Partnering Agency identifying such charges. ACHD will provide a credit to the City for installing their landscaping in place of stamped concrete in sections of the sidewalk buffers and the medians. The credit amount will be provided by ACHD to the City in a per square foot credit at the time of the bid for the portion the City chooses to landscape.

Relocation of utilities to be completed by Partnering Agency (if any):

The Partnering Agency shall be solely responsible for the cost of relocating any utilities required in connection with the placement, incorporation, or construction of the Non-Transportation Components.

Storm water provisions (if applicable):

N/A

Additional conditions: Upon a determination by ACHD that the incorporation into the Road Project of Partnering Agency’s Non-Transportation Components will have an adverse effect on storm water quantity or quality, Partnering Agency shall be solely responsible for either mitigating or funding the mitigation of any such adverse effects in a means determined by or acceptable to ACHD.

Schedule for completion of Road Project:

At this time, ACHD’s schedule for completion of the Transportation and Non-Transportation Components of the Road Project is estimated for July 2025 for Phase 1 (Project no. 321062.001 – Linder Rd and Overland Rd Intersection) and June 2027 for Phase 2 (522038 – Linder Rd, Overland Rd to Franklin Rd including I-84 Overpass).

VI. MAINTENANCE OF NON-TRANSPORTATION COMPONENTS

Maintenance requirements of Non-Transportation Components by Partnering Agency:

The Partnering Agency shall be, and is hereby, granted a non-exclusive, revocable license to maintain, repair, and replace the Non-Transportation Components, subject to the provisions of this Permit and during the term of this Permit. This includes the perpetual maintenance, repair, and replacement of the streetlights, fiber optic conduits, the junction boxes and landscaping described in Section II.

Partnering Agency shall cause the Non-Transportation Components to be operated and maintained in good functioning order during the term of this Permit, in accordance with applicable law, the approved designs/plans, Partnering Agency’s streetlights, fiber optic conduits and junction boxes. Any replacement and/or installation by Partnering Agency of additional improvements shall be accomplished in accordance with designs, plans, and specification approved in advanced an in writing by ACHD, in its discretion, and as required to satisfy applicable laws, its policies, and good engineering and landscaping practices.

Additional conditions:

- 1. This Permit does not extend to Partnering Agency the Right to use any part of the ACHD Road Project area to the exclusion of ACHD for any use within its jurisdiction, authority, and discretion or of others to the extent authorized by law.*
- 2. In accessing any part of the Road project that has been accepted as an open public highway (as the term “highway” is defined in Idaho Code Section 40-109(5), Partnering Agency’s authorized use is subject to the rights of the public to use the highway.*

3. *The rights granted hereunder are subject to and subordinate to the rights of holders of easements of records and the statutory rights of utilities to use the right-of-way.*
4. *This Permit does not preclude or impede the ability of ACHD to enter into or grant easements or license agreements allowing third parties to access the Road Project area, or the ability of ACHD to redesign, reconstruct, relocate, maintain, and improve the Road Project and right-of-way as it determines necessary, in its sole discretion.*
5. *In consideration of the license granted by this Permit, Partnering Agency expressly covenants and agrees that the license granted herein is temporary and merely a permissive use of the ACHD right-of-way pursuant to the terms of this Permit. Partnering Agency assumes the risk that the license granted herein may be terminated before Partnering Agency has realized the economic benefit of the cost of installing, constructing, repairing, or maintaining the Non-Transportation Components, and by signing and accepting this Permit, Partnering Agency hereby waives and estops itself from asserting any claim, including damages or reimbursement, that the license is in any way irrevocable because partnering Agency has expended funds on the Non-Transportation Components and the Permit has not been in effect for a period sufficient for Partnering Agency to realize the economic benefit from such expenditures.*
6. *In the event Partnering Agency fails to replace, repair, maintain, and care for the Non-Transportation Components, ACHD shall have the following remedies in addition to any other recovery in law or in equity, provided that ACHD first gives Partnering Agency 30 days' notice and Partnering Agency fails to remedy such failure: (i) ACHD may revoke this Permit; (ii) ACHD may replace, maintain, and/or care for the Non-Transportation Components, and Partnering Agency shall reimburse ACHD fully for all associated costs; (iii) ACHD may remove, alter, redesign, or reconstruct the Non-Transportation Components or any part of the ACHD Road Project (including without limitation the right-of-way), or in the case of landscaping, replace the Non-Transportation Components with hardscape, and Partnering Agency shall reimburse ACHD fully for all associated costs; and (iv) ACHD may refuse to issue any further Cost Share Permits or any other permits for future ACHD Road Projects until Partnering Agency complies with the conditions of the Permit. In addition, in the event of an emergency caused by Partnering Agency's failure to perform required maintenance, ACHD may immediately perform any and all emergency repairs or take other measures in connection with an emergency and Partnering Agency shall reimburse ACHD fully for all associated costs.*

VII. TERM

Term of Permit:

This Permit shall be perpetual, until terminated or revoked pursuant to the provisions of this Permit.

Upon termination or revocation of this Permit, upon the request of ACHD, Partnering Agency will either, as directed by ACHD, (i) promptly remove the Non-Transportation Components and restore the underlying area to at least the condition present as of the date of this Permit repairing and restoring all portions of ACHD's right-of-way, personal property, and real property, if any, that are damaged during such removal activities; or (ii) reimburse ACHD for its cost of redesigning, replacing, and/or reconstructing the right-of-way or real property underlying the Non-Transportation Components. Any portion of the Non-Transportation Components that remain in ACHD right-of-way or on ACHD real property 90 days after termination or

revocation of this Permit shall be deemed abandoned, and ACHD shall have the right to remove them or redesign, replace, and reconstruct the right-of-way or real property underlying them and charge all costs to Partnering Agency.

VII. ADDITIONAL PROVISIONS APPLICABLE TO PROJECT

Additional provisions:

This permit provides terms upon which the incorporation of the Non-Transportation Components into the Road Project is approved.

IX. GENERAL CONDITIONS OF PERMIT

1. This Permit is issued conditioned on the Partnering Agency's compliance with ACHD's Cost Share Ordinance No. 215, the terms and conditions of this Permit and all applicable ACHD policies, standards and specifications and all certifications made by the Partnering Agency's pursuant to this Permit.
2. This Permit is subject to the provisions of state and federal law and all ACHD Ordinance, including but not limited to the Cost Share Ordinance No. 215, in effect as of the date of issuance of this Permit and those that may be adopted after the issuance of this Permit (the "Applicable Law"). In the event of any conflict between this Permit and Applicable Law, Applicable Law shall govern. In the event that any part of the obligations of the Partnering Agency or of ACHD in connection with this Permit or the Road Project are determined to be illegal or unenforceable by a court of competent jurisdiction, the remaining obligations of the Permittee set forth in this Permit shall still be applicable. Further amendments and restatements of the Cost Share Ordinance shall not be applicable to this Permit.
3. If any portion of the ACHD Road Project (including without limitation any portion of the right-of-way and ACHD personal property therein) is damaged as a result of Permittee's action or inaction with regard to the construction, operation, and/or maintenance of the Fiber Optic Facilities or the failure or neglect to construct, operate, and/or maintain the Fiber Optic Facilities, then the Permittee shall, at its sole cost and expense, correct such deficiency and restore the area to the same condition it was in prior thereto, and if Permittee or its successors or assigns shall fail or neglect to commence such correction and restoration within twenty-four (24) hours of notification thereof, ACHD may proceed to do so, in which event Permittee shall reimburse ACHD for the costs and expenses thereof, including, without limitation, reasonable compensation for the use of staff and equipment of ACHD.
4. The Partnering Agency shall be liable to ACHD for any and all damages, fines, fees, obligations to third parties, costs, expenses, attorney fees, or any other liabilities whatsoever directly resulting from the Partnering Agency's failure to comply with any provision of this Permit and/or Cost Share Ordinance No. 215. Without limiting the foregoing in any manner, in the event Partnering Agency fails to comply with any provision of this Permit, then following any applicable notice and opportunity to cure set forth

herein, ACHD shall have the right, in addition to all other rights and remedies elsewhere in this Permit, to redesign, replace, and/or reconstruct the Non-Transportation Components and/or the right-of-way or real property underling the Non-Transportation Components, and in such event, Partnering Agency shall reimburse ACHD for all associated cost. The obligations in this Section shall survive the expiration, revocation, and/or cancellation of this Permit for any reason.

5. The Partnering Agency may delegate any of its responsibilities hereunder to any third party so long as it gives prior written notice to ACHD that specifies in detail what responsibilities are being delegated and identifies the third party. Notwithstanding any delegation to a third party, the Partnering Agency shall remain and shall be ultimately responsible for the third party's compliance with the terms of this Permit, and no delegation shall absolve Partnering Agency of any duties or obligations of this Permit in any way. In addition, Partnering Agency fully assumes all legal risks of determining whether any such delegation is property under applicable law and/or regulations, and shall not be absolved of any responsibilities under this Permit if it is unable to complete or maintain any such delegation for any reason.
6. Partnering Agency will protect, defend, indemnify, and hold ACHD and its officers, directors, employees, members, and agents harmless from and against any and all liability, suits, losses, damages, claims, actions, costs, and expenses of any nature, including court costs and attorney fees, arising from or out of any acts or omissions of the Permittee, its agents, or contractors related to or in connection with the Non-Transportation Components and the exercise of any privileges or performance of any obligations by the Partnering Agency pursuant to the terms of this Permit. Partnering Agency's obligations in this Section shall survive the expiration, revocation, and/or cancellation of this Permit for any reason.
7. In the event the Non-Transportation Components will or may necessitate future maintenance, repair, relocation, or replacement that is not subject to this Permit, ACHD shall in its discretion issue Partnering Agency an amended or an additional Cost Share Permit to perform such work.
8. ACHD shall at all times have the right to relocate, reconstruct, remove, or redesign any and all improvements that are part of the Road Project. ACHD will use its best efforts to advise Partnering Agency of any anticipated actions within the Road Project that would be likely to cause a relocation, modification, or other adaptation of any of the Non-Transportation Components, and the parties, to the extent reasonably possible, shall agree to a priority schedule regarding the same and shall attempt to cooperate with respect to planning and coordination as related to any such relocation, modification, or other adaptation of any of the Non-Transportation Components. If ACHD ultimately determines that any part of the Road project must be relocated, reconstructed, removed, or redesigned, then Partnering Agency, at its sole cost and expense, shall be responsible for relocating, reconstructing, removing, or redesigning the Non-Transportation Components, as required by ACHD, which shall be accomplished by the Partnering Agency according to designs, plans, and specifications approved by ACHD in writing prior to any such work. Partnering Agency may also elect to remove all or a part of the Non-Transportation Components in lieu of any relocation, modification, or adaptation. Partnering Agency assumes any and all costs of itself and ACHD relating to any future relocation of the Non-Transportation Components.
9. ACHD shall at all times have the right to revoke this and any other Permit granted to the Partnering Agency to access the Highway or public right-of-way or real property. In addition, ACHD may immediately perform any and all emergency repairs or take other measures in connection with an emergency, in which case the Partnering Agency shall reimburse ACHD fully for all associated costs.

10. This Permit shall immediately be revocable and/or cancelable by ACHD by providing written notice to the Partnering Agency upon the occurrence of any of the following: (i) a determination by ACHD that any of the information submitted by the Partnering Agency in the Cost Share Application is false or inaccurate in any manner; (ii) a determination by ACHD that the Partnering Agency has failed to comply with any term or provision of this Permit; (iii) a determination by ACHD that the Partnering Agency has failed to replace, maintain, and/or care for the Non-Transportation Components, as required by the terms of this Permit. Except in an emergency situation, ACHD shall provide the Partnering Agency with thirty (30) days notice of the issue and an opportunity to comply prior to exercising such rights.
11. The issuance of this Permit shall in no way obligate ACHD to provide Partnering Agency with additional permits or rights, nor shall ACHD be obligation to utilize provisions or rights set forth in this Permit in connection with additional permits or rights that it may elect to provide to Partnering Agency in the future.
12. All exhibits and any addenda to this Permit are incorporated herein.
15. This Permit is conditioned upon the signature of ACHD and the Permittee below.

SIGNATURES

This Cost Share Permit is issued by the Ada County Highway District on the date set forth above:

Ada County Highway District:

The person signing below represents that he or she has the authority on behalf of ACHD to issue this Permit and bind ACHD to the terms set forth herein.

By: Ryan Head
Its: Director

Acceptance/certification by Permittee:

The person signing below represents that he or she has the authority on behalf of the Partnering Agency to accept and agree to the terms of this Permit and bind the Partnering Agency to the terms set forth herein.

By: Luke Cavener
Its: Council President

Attest: Chris Johnson
City Clerk

EXHIBITS

EXHIBIT A: ACHD Project 320024/522025 and City of Meridian Project No. 11340 plans