

## **COST PARTICIPATION AGREEMENT**

### **RIGHT OF WAY ACQUISITION**

Tienken Road

Livernois Road to Sheldon Road

City of Rochester Hills

Board Project No. 48661

This AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the Board of Road Commissioners for the County of Oakland, Michigan, hereinafter referred to as the BOARD, and the City of Rochester Hills, hereinafter referred to as the COMMUNITY, provides as follows:

WHEREAS, the BOARD, in cooperation with the Michigan Department of Transportation, hereinafter referred to as MDOT, and the COMMUNITY have programmed the reconstruction and widening of Tienken Road from Livernois Road to Sheldon Road, as described in Exhibit "A", attached hereto, and made a part hereof, which improvements involve roads under the jurisdiction of the BOARD and within the COMMUNITY, which improvements are hereinafter referred to as the RIGHT OF WAY; and

WHEREAS, right of way acquisition shall be necessary for the PROJECT; and

WHEREAS, the estimated total cost for right of way acquisition is \$3,500,000; and

WHEREAS, the BOARD has entered into an agreement with MDOT in Contract No. 11-5687 for 80% funding of the right of way acquisition costs under the High Priority Project Program up to, and shall not exceed, the amount of \$2,800,000; and

WHEREAS, in said MDOT Contract the BOARD, as requesting party therein, is the party financially responsible to MDOT to bear all of the right of way acquisition cost in excess of the federal funds, hereinafter referred to as the LOCAL MATCH; and

WHEREAS, the COMMUNITY'S share of said LOCAL MATCH involves certain designated and approved Tri-Party Program funding in the amount of \$350,000, which amount

shall be paid through equal contributions by the BOARD, the COMMUNITY, and the Oakland County Board of Commissioners, hereinafter referred to as the COUNTY; and

WHEREAS, the BOARD and the COMMUNITY have reached a mutual understanding regarding the cost sharing for the LOCAL MATCH and wish to commit that understanding to writing in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and in conformity with applicable law, it is hereby agreed between the COMMUNITY and the BOARD that:

1. The COMMUNITY approves of the PROJECT, declares its public necessity, and authorizes the BOARD and MDOT to forthwith undertake or cause to perform and complete the acquisition of right of way.
2. The total actual acquisition is hereby defined as all costs necessary for the right of way acquisition work including engineering, appraisals, acquisition, legal, financing, the costs of technical guidance, monitoring, training and any other costs as may be incurred by the BOARD and/or MDOT as a result of this Agreement.
3. The estimated total LOCAL MATCH is \$700,000 and shall be shared equally by the BOARD and the COMMUNITY as follows:
  - a. BOARD contribution of \$350,000.
  - b. Tri-Party Program funds in the amount of \$350,000.
  - c. Any RIGHT OF WAY costs above the Tri-Party Program funding of \$350,000 and the BOARD contribution of \$350,000 will be funded equally by the BOARD and the COMMUNITY.
4. Upon execution of this Agreement, the BOARD shall submit an invoice to the COMMUNITY for \$58,333 (being 50% of the COMMUNITY'S Tri-Party Program contribution).

5. After execution of this Agreement, the BOARD shall submit an invoice to the COUNTY for \$58,333 (being 50% of the COUNTY'S Tri-Party Program contribution) on May 2, 2012.

a. The invoice should be sent to:

Mr. Tim Soave, Manager of Fiscal Services  
Executive Office Building  
2100 Pontiac Lake Road, Building 41 West  
Waterford, MI 48328

6. As costs of the RIGHT OF WAY are incurred, the BOARD shall invoice the COMMUNITY for the remaining 50% of the COMMUNITY'S Tri-Party contribution, not to exceed \$58,334.

7. As costs of the RIGHT OF WAY are incurred, the BOARD shall invoice the COUNTY for the remaining 50% of the COUNTY'S Tri-Party contribution, not to exceed \$58,334.

8. The total actual amount of the LOCAL MATCH shall be determined from records of the BOARD upon completion of state financial audits of the PROJECT, and a final determination of the federal funds toward the PROJECT costs. Final adjustments in the financial obligations of the parties hereto shall be made upon completion of the required audits.

9. Upon receipt of said invoice(s), the COMMUNITY and the COUNTY shall pay to the BOARD the full amount thereof, within thirty (30) days of such receipt.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and date first written above.

BOARD OF ROAD COMMISSIONERS FOR THE  
COUNTY OF OAKLAND  
A Public Body Corporate

By \_\_\_\_\_

Its \_\_\_\_\_

CITY OF ROCHESTER HILLS

By \_\_\_\_\_

Bryan K. Barnett

Its Mayor \_\_\_\_\_

By \_\_\_\_\_

Jane Leslie

Its Clerk \_\_\_\_\_

**EXHIBIT A**

**TRI-PARTY PROGRAM  
RIGHT OF WAY ACQUISITION**

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City of Rochester Hills

Board Project No. 48661

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The RIGHT OF WAY is hereby defined as all costs necessary for the right of way acquisition work including engineering, appraisals, acquisition, legal, financing, the costs of technical guidance, monitoring, training and any other costs necessary to complete the right of way acquisition.

<b>ESTIMATED RIGHT OF WAY COST</b>
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Estimated Right of Way Acquisition Cost	\$3,500,000
Less High Priority Project Program	<u>(2,800,000)</u>
Estimated Total Local Match	<u>\$ 700,000</u>

<b>COST PARTICIPATION BREAKDOWN</b>
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	COMMUNITY	BOARD	COUNTY	TOTAL
FY11 Tri-Party Program	\$116,667	\$116,666	\$116,667	\$350,000
Contribution	\$ 0	\$350,000	\$ 0	\$350,000
<b>TOTAL SHARES</b>	<b>\$116,667</b>	<b>\$466,666</b>	<b>\$116,667</b>	<b>\$700,000</b>