

COST PARTICIPATION AGREEMENT

CONSTRUCTION

Avon Road

Adams Road to Livernois Road

City of Rochester Hills

Board Project No. 51121

This Agreement, made and entered into this ____ day of _____, 2014, 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 and the COMMUNITY, in cooperation with the Michigan Department of Transportation, hereinafter referred to as MDOT, have programmed the reconstruction and widening of Avon Road from Adams Road to Livernois 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 PROJECT; and

WHEREAS, the estimated total cost of the PROJECT is \$3,391,700; and

WHEREAS, the BOARD has entered into an agreement with MDOT in Contract No. 13-5524 for the reconstruction and widening work under the Surface Transportation Program in the amount of \$2,410,900; and

WHEREAS, the BOARD, as the requesting party therein, will be the party financially responsible to MDOT to bear all costs of the PROJECT in excess of 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 \$269,506, which 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, all the parties hereto 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 perform or cause to be performed, and complete the PROJECT along with all administration in reference thereto.
2. The PROJECT shall include total payments to the contractor.
3. The estimated total LOCAL MATCH is \$980,800 and shall be funded in the following order:
 - a. Tri-Party Program funding in the amount of \$269,506.
 - b. The COMMUNITY shall contribute \$446,200 toward the LOCAL MATCH.
 - c. The BOARD shall contribute \$265,094 toward the LOCAL MATCH.
 - d. Any PROJECT costs above the Tri-Party Program funding of \$269,506, the COMMUNITY contribution of \$446,200, and the BOARD contribution of \$265,094 will be shared equally by the BOARD and the COMMUNITY.
4. Upon execution of this agreement, the BOARD shall submit an invoice to the COMMUNITY in the amount of \$268,018 (being 50% of the COMMUNITY'S Tri-Party contribution and 50% of the COMMUNITY'S contribution).
5. After execution of this agreement and approval by the COUNTY, the BOARD shall submit an invoice to the COUNTY in the amount of \$44,918 (being 50% of the COUNTY'S Tri-Party contribution).

- a. The invoice shall 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 PROJECT are incurred, the BOARD shall invoice the COMMUNITY for the remaining 50% of the COMMUNITY'S total contribution, not to exceed \$268,017.
7. As costs of the PROJECT are incurred, the BOARD shall invoice the COUNTY for the remaining 50% of the COUNTY'S total contribution, not to exceed \$44,917.
8. The total actual LOCAL MATCH will be determined from the records of the BOARD upon completion of State financial audits of the PROJECT and a final determination of the total federal funds used on the PROJECT. Final adjustments in the financial obligations of the parties hereto will 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 _____

Its _____

EXHIBIT A
TRI-PARTY PROGRAM
 Avon Road
 Adams Road to Livernois Road
 City of Rochester Hills
 Board Project No. 51121

Reconstruction and widening work on Avon Road from Adams Road to Livernois Road.

ESTIMATED PROJECT COST

Contractor Payments	\$3,391,700
Less Federal Funds	<u>\$2,410,900</u>
Total Estimated Local Share	<u><u>\$980,800</u></u>

COST PARTICIPATION BREAKDOWN

	COMMUNITY	COUNTY	BOARD	TOTAL
FY11 Tri-Party Program	\$64	\$64	\$64	\$192
FY12 Add'l Tri-Party Program	\$3,083	\$3,083	\$3,083	\$9,249
FY13 Tri-Party Program	\$5,852	\$5,852	\$5,853	\$17,557
FY14 Tri-Party Program	\$80,836	\$80,836	\$80,836	\$242,508
Contribution	\$446,200	\$0	\$265,094	\$711,294
TOTAL SHARES	\$536,035	\$89,835	\$354,930	\$980,800