

COST PARTICIPATION AGREEMENT

CONSTRUCTION

Livernois Road

Avon Road to Walton Boulevard

City of Rochester Hills

Board Project No. 54281

This Agreement, made and entered into this _____ day of _____, 2019, by and between the Board of County Road Commissioners of 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 of Livernois Road from Avon Road to Walton Boulevard, 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 \$5,611,896; and

WHEREAS, the BOARD will enter into a contract with MDOT for partial funding of the PROJECT with Transportation Economic Development Fund – Category C program dollars in the amount of \$469,573; 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 SHARE; and

WHEREAS, the COMMUNITY'S share of said LOCAL SHARE involves certain designated and approved Tri-Party Program funding in the amount of \$471,808, 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 SHARE 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. Any costs incurred by the BOARD prior to this agreement date shall be allowable.
3. The estimated total LOCAL SHARE is \$5,142,323 and shall be funded and invoiced simultaneously and proportionately:
 - a. Tri Party Program funding in the amount of \$471,808.
 - b. The COMMUNITY shall advance \$3,600,000 toward the PROJECT.
 - c. The advance construct local match, estimated in the amount of \$900,000, shall be shared equally and simultaneously between the BOARD and the COMMUNITY. Each share is estimated to be \$450,000, respectively. The COMMUNITY will use \$450,000 in Tri-Party Program funds for this advance construct local match.
 - d. The COMMUNITY agrees that if the federal funds conversion of \$3,600,000 does not occur, this amount will be shared equally by the BOARD and the COMMUNITY.
 - e. The TEDF-C local match, estimated in the amount of \$117,392, shall be shared equally and simultaneously between the BOARD and the COMMUNITY. Each share is estimated to be \$58,696, respectively.

- f. The BOARD shall be responsible for their portion of the non-participating items, estimated in the amount of \$40,000, which includes irrigation system work. Any BOARD non-participating cost overages shall be funded 100% by the BOARD.
 - g. The COMMUNITY shall be responsible for their portion of the non-participating items, estimated in the amount of \$261,603, which includes storm sewer installation. Any COMMUNITY non-participating cost overages shall be funded 100% by the COMMUNITY.
 - h. The COMMUNITY shall contribute \$111,664 (\$21,808 in Tri-Party Program funds plus a contribution of \$89,856) toward the LOCAL SHARE and the BOARD shall contribute \$111,664 toward the LOCAL SHARE, simultaneously.
 - i. Any PROJECT cost overages, with the exception of the non-participating items, shall be shared equally between the BOARD and the COMMUNITY.
4. Upon execution of this agreement, the BOARD shall submit an invoice to the COMMUNITY in the amount of \$4,167,424 (being 100% of the COMMUNITY'S Tri-Party contribution, 100% of the COMMUNITY'S STP Advance Construct, 100% of the COMMUNITY'S TEDF-C Local Match, 100% of the COMMUNITY'S non-participating costs, and 100% of the COMMUNITY'S additional 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 \$157,269 (being 100% of the COUNTY'S Tri-Party contribution).
- a. The invoice shall be sent to:

Lynn Sonkiss, Manager of Fiscal Services
Executive Office Building
2100 Pontiac Lake Road, Building 41 West
Waterford, MI 48328
6. The total actual LOCAL SHARE 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.

7. The BOARD shall reimburse the COMMUNITY: 1) the amount of the \$3,400,000 paid to date by the COMMUNITY, or 2) the refunded advance conversion dollars received from MDOT (whichever is the lesser) for advance constructing \$3,400,000 in FY2020 STP funds after the conversion of the federal funds in FY2020 is received by the BOARD and after final adjustment notices are received upon completion of State financial audits.
8. The BOARD shall reimburse the COMMUNITY: 1) the amount of the \$200,000 paid to date by the COMMUNITY, or 2) the refunded advance conversion dollars received from MDOT (whichever is the lesser) for advance constructing \$200,000 in FY2021 STP funds after the conversion of the federal funds in FY2021 is received by the BOARD and after final adjustment notices are received upon completion of State financial 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 OF THE
COUNTY OF OAKLAND
A Public Body Corporate

By _____

Its _____

CITY OF ROCHESTER HILLS

By _____

Its _____

EXHIBIT A
TRI-PARTY PROGRAM
 Livernois Road
 Avon Road to Walton Boulevard
 City of Rochester Hills
 Board Project No. 54281

Reconstruction of Livernois Road from Avon Road to Walton Boulevard.

ESTIMATED PROJECT COST

Contractor Payments	\$5,611,896
Less Federal Funds (TEDF-C)	<u>\$469,573</u>
Total Estimated Local Share	<u><u>\$5,142,323</u></u>

COST PARTICIPATION BREAKDOWN

	COMMUNITY	COUNTY	BOARD	TOTAL
FY2017 Tri-Party Program	\$16,648	\$16,648	\$16,648	\$49,944
FY2019 Tri-Party Program	\$140,621	\$140,621	\$140,622	\$421,864
STP Advance Construct FY2020	\$3,400,000	\$0	\$0	\$3,400,000
STP Advance Construct FY2021	\$200,000	\$0	\$0	\$200,000
STP Advance Construct Local Match (Community portion covered by Tri-Party Program funds)	\$0	\$0	\$450,000	\$450,000
TEDF-C Local Match	\$58,696	\$0	\$58,696	\$117,392
Non-Participating Costs	\$261,603	\$0	\$40,000	\$301,603
Contribution (amount not covered by Tri-Party Program funds)	\$89,856	\$0	\$111,664	\$201,520
TOTAL SHARES	\$4,167,424	\$157,269	\$817,630	\$5,142,323