

LOCAL ROAD IMPROVEMENT MATCHING FUND PROGRAM

COST PARTICIPATION AGREEMENT

Concrete Replacement of Ajax Drive from Public Services Building to John R Road

City of Madison Heights

Board Project No. 2024-18

This Agreement, made and entered into this date, _____, by and between the Board of Commissioners of the County of Oakland, Michigan, hereinafter referred to as the BOARD, and the City of Madison Heights, hereinafter referred to as the COMMUNITY, provides as follows:

WHEREAS, the BOARD has established the Local Road Improvement Matching Fund Program, hereinafter the PROGRAM, for the purposes of improving economic development in Oakland County cities and villages. The terms and policies of the PROGRAM are contained in Attachment A. The BOARD intends the PROGRAM to assist its municipalities by offering limited funds, from state statutory revenue sharing funds, for specific, targeted road maintenance and/or improvement projects on roadways under the jurisdiction of cities and villages; and

WHEREAS, the BOARD shall participate in a city or village road project in an amount not exceeding 50% of the cost of the road improvement, hereinafter referred to as the PROJECT, and also not exceeding the Preliminary Distribution Formula as it relates to the COMMUNITY, (Attachment B); and

WHEREAS, the COMMUNITY has identified the PROJECT as the Concrete Replacement of Ajax Drive from Public Services Building to John R Road, which improvements involve roads under the jurisdiction of and within the COMMUNITY and are not under the jurisdiction of the Road Commission for Oakland County or state trunk lines; and

WHEREAS, the COMMUNITY has acknowledged and agreed to the BOARD's policies regarding the PROGRAM, Attachment A, and further acknowledge and agree that the PROJECT's purpose is to encourage and assist businesses to locate and expand within Oakland County and shall submit a report to the BOARD identifying the effect of the PROJECT on businesses in the COMMUNITY at the completion of the PROJECT. In addition, the COMMUNITY acknowledges that the program is meant to supplement and not replace funding for existing road programs or projects; and

WHEREAS, the COMMUNITY has acknowledged and agreed that the PROGRAM is expressly established as an annual program and there is no guarantee that the PROGRAM will be continued from year to year. The BOARD anticipates that most PROJECTS funded under the PROGRAM will be completed by the end of calendar year 2024. There is no obligation on behalf of the BOARD to fund either the PROJECT or the PROGRAM in the future; and

WHEREAS the COMMUNITY has acknowledged and agreed that the COMMUNITY shall assume any and all responsibilities and liabilities arising out of the administration of the PROJECT and that Oakland County shares no such responsibilities in administering the PROJECT; and

WHEREAS, the estimated total cost of the PROJECT is \$335,578; and

WHEREAS, said PROJECT involves certain designated and approved Local Road Improvement Matching Funds in an amount not to exceed \$85,581, which amount shall be paid to the COMMUNITY by the BOARD; and

WHEREAS, the BOARD and the COMMUNITY have reached a mutual understanding regarding the cost sharing of the PROJECT 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 and BOARD resolution(s), it is hereby agreed between the COMMUNITY and the BOARD that:

1. The BOARD approves of the PROJECT, and in reliance upon the acknowledgements of the COMMUNITY, finds that the PROJECT meets the purpose of the PROGRAM.

2. The BOARD approves of a total funding amount under the PROGRAM for the PROJECT in an amount not to exceed \$85,581. The COMMUNITY shall submit an invoice to the COUNTY in an amount not to exceed \$85,581.

a. The Invoice shall be sent to:

Amy Aubry, Analyst
Board of Commissioners
1200 N. Telegraph, Bldg 12E
Pontiac, MI 48341
aubrya@oakgov.com

3. Upon receipt of said invoice and upon execution of this Agreement, the BOARD shall pay the COMMUNITY in an amount not to exceed \$85,581 from funds available in the PROGRAM.

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

OAKLAND COUNTY BOARD OF COMMISSIONERS

By: _____
David T. Woodward

Its: Chair

COMMUNITY

By: _____

Its: _____

COMMUNITY

By: _____

Its: _____