

**AGREEMENT BETWEEN
THE LAKE COUNTY COMMISSIONERS,
THE CITY OF WILLOUGHBY AND THE CITY OF WILLOUGHBY HILLS**

This AGREEMENT is made at Painesville, Ohio this _____ day of _____, 2015 by and between the Board of Lake County Commissioners hereinafter designated as the "BOARD" 105 Main Street, Painesville, Ohio 44077, The City of Willoughby hereinafter designated as the "WILLOUGHBY", One Public Square, Willoughby, Ohio 44094, and the City of Willoughby Hills, hereinafter designated as "WILLOUGHBY HILLS", 35405 Chardon Road, Willoughby Hills, Ohio 44094.

WHEREAS, under the terms of NOACA'S Provisional Transportation Asset Management policy, SR91 in the cities of Willoughby and Willoughby Hills are eligible in FY2016 (Resolution 2015-031) for roadway improvements, and

WHEREAS, NOACA has notified the cities that the proposed improvement is from the Cuyahoga County line to SR20 in Willoughby, and

WHEREAS, Ohio Department of Transportation (ODOT) has approved the proposed improvement and has designated the project as PID#100245, and

WHEREAS, Willoughby and Willoughby Hills has asked the Lake County Engineer's office to project manage the project, and

WHEREAS, Willoughby and Willoughby Hills have agreed to cooperate to complete the resurfacing project under the following conditions.

NOW; THEREFORE, THE PARTIES HERE AGREE AS FOLLOWS:

1. The Board shall act as the lead local public agency (LPA) for the project through the Lake County Engineer (LCE).
2. LCE in its capacity as LPA, will coordinate the project with ODOT, hire professional services, project administration, advertise for bids and the County shall enter into a contract with the lowest and best bidder.
3. The S.R.91 resurfacing project is approximately 3.81 miles long, 2.3 miles in the City of Willoughby Hills and 1.51 miles in the City of Willoughby.
4. The project budget is \$2,185,606.00 which includes the cost of construction, construction administration, and construction observation. The NOACA allocated federal share is \$1,744,485.00 allocated as follows:

	Construction	Grant
Willoughby Hills	\$1,319,395.00	\$1,055,516.00
Willoughby	<u>\$ 866,211.00</u>	<u>\$ 692,969.00</u>

5. LCE shall develop a scope for professional services which are not included in the aforementioned construction budget, following the requirements of the ORC, shall hire and negotiate a professional services agreement.
6. Willoughby and Willoughby Hills shall deposit with the County Treasurer their proportional share of cost of professional services, permits, bidding cost, plus the local cost of construction, construction administration and construction observation which are estimated to be \$600,000.00.
7. The estimated local cost share by the cities are as follows:

A. Willoughby	39.6%
B. Willoughby Hills	60.4%
C. Lake County	0 %
8. The estimated cost of professional services is \$163,000.00 and shall be deposited with the Lake County Treasurer upon the signing of this Agreement as follows:

A. Willoughby	\$64,548.00
B. Willoughby Hills	\$98,452.00

The estimated cost of construction, construction administration and observation shall be based on the Engineers final estimate. Willoughby and Willoughby Hills shall deposit with the Lake County Treasurer prior to the County advertising the project for construction, their share of the estimated construction cost.
9. The costs to be paid by each city will be based on the final costs of the project within each city's corporate boundary.
10. Construction costs not eligible for Federal funding will be paid at the rate of one hundred percent (100%) by the city in which the work occurs.
11. All parties pledge their cooperation to manage this project in an effective and economical matter and shall cooperate with the other by executing any and all other documents and instruments that apply to the project.
12. This Agreement constitutes the entire agreement between Willoughby, Willoughby Hills and Lake County and supersedes all previous written and oral negotiations, commitments and understandings. Its terms and conditions shall not be altered, amended or modified except pursuant to an instrument in writing signed by each of the parties hereto and making specific reference to this Agreement, which approval shall be confirmed by Resolution of Council of each City and The Lake County Board of Commissioners.

IN WITNESS WHEREOF, we have hereunto set our hands on the date set forth.

CITY OF WILLOUGHBY

(Date)

by: _____
David E. Anderson, Mayor

CITY OF WILLOUGHBY HILLS

(Date)

by: _____
Robert M. Weger, Mayor

BOARD OF LAKE COUNTY COMMISSIONERS

(Date)

by: _____
Daniel P. Troy, President

(Date)

by: _____
Kevin Malecek

(Date)

by: _____
Judy Moran

APPROVED AS TO FORM:

John W. Wiles, Director of Law
City of Willoughby

Date

Thomas Lobe, Director of Law
City of Willoughby Hills

Date

Lake County Prosecutor

Date

Authorized by Resolution No. _____ passed by the City of Willoughby on this _____ day
of _____, 2015.

Authorized by Resolution No. _____ passed by the City of Willoughby Hills on this _____ day
of _____, 2015.

Authorized by Resolution No. _____ passed by the Lake County Board of Commissioners
on this _____ day of _____, 2015.