Date: May 19, 2015

Resolution No. 15-394

Title: Approval of Intergovernmental Agreement between Lucas County and the Lucas County Transportation Improvement District for the Briarfield Boulevard, Salisbury Road and Brandyway Lane Project

Department/Agency: Lucas County Department of Planning and Development
Lucas County Engineer

Contacts: Megan Vahey Casiere, Chief of Lucas County Planning and Development
Jeff Lohse, Office of the Lucas County Engineer

Summary/Background: On April 22, 2014, the Lucas County Transportation Improvement District (LCTID) was created within the boundaries of Lucas County to assist in the efficiently coordinated multi-jurisdictional execution of major transportation and infrastructure improvement projects important to Lucas County development. Briarfield Boulevard, Salisbury Road and Brandyway Lane have been identified as public roadways in need of substantial improvements to advance development in Lucas County.

This intergovernmental agreement will authorize a joint project between Lucas County and the LCTID. Under the agreement, the LCTID will provide its assistance in the study, development, funding and implementation of a comprehensive plan designed to assist with the construction of public roadway and traffic system management improvements to Briarfield Boulevard, Salisbury Road and Brandyway Lane.

Budget Impact: None

Statutory Authority/ORC: 5540

Commissioner Skeldon Wozniak offered the following resolution:

WHEREAS, in consideration of the above, NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners, Lucas County, Ohio, that:

Section 1. The Board hereby approves the Intergovernmental Agreement between Lucas County and the Lucas County Transportation Improvement District for the planning of the Briarfield Boulevard, Salisbury Road and Brandyway Lane Project.

Section 2. This Board finds and determines that all formal actions of this Board concerning and relating to the adoption of this resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in those formal actions were in a meeting open to the public in compliance with the law.

Section 3. This resolution shall be in full force and effect from and immediately upon its adoption.
May 19, 2015
Approval of Intergovernmental Agreement between Lucas County and the Lucas County Transportation Improvement District for the Briarfield Boulevard, Salisbury Road and Brandyway Lane Project
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Action Taken:

Commissioner Skeldon Wozniak voted yes
Commissioner Gerken voted yes
Commissioner Contrada voted yes

[Signature]

Jody L. Balogh, Clerk
INTERGOVERNMENTAL AGREEMENT

2015-01

by and between

LUCAS COUNTY, OHIO,

acting through its

BOARD OF COUNTY COMMISSIONERS,

and

THE LUCAS COUNTY
TRANSPORTATION IMPROVEMENT DISTRICT

for

BRIARFIELD BLVD. / BRANDYWAY LN. / SALISBURY RD.

PROJECT
INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (this "Agreement") is made by and between Lucas County, a political subdivision of the State of Ohio (the "County"), acting through its Board of County Commissioners (the "Board") pursuant to Ohio Revised Code ("ORC") Chapters 305 and The Lucas County Transportation Improvement District (the "TID"), a transportation improvement district and a body both corporate and politic created pursuant to ORC Chapter 5540 and entered into as of the date of execution by the TID (the "Effective Date"),

Recitals:

A. The TID is authorized by ORC Chapter 5540 (1) to finance, construct, maintain, repair, and operate street, highway, and other transportation projects (including, but not limited to, air and rail projects) and (2) to construct, reconstruct, improve, alter, and repair roads, highways, public places, buildings, and other infrastructure, and to implement and effect a regional approach to transportation improvements.

B. The Projects in the TID Program are transportation and infrastructure improvement projects, as contemplated by ORC Chapter 5540, that involve a coordinated, cooperative, multi-jurisdictional approach towards project integration, development, design and construction, land use planning, environmental stewardship, financial strategy implementation, economic development and public-private partnership opportunities to advance the Projects in an innovative, efficient and cost effective manner;

C. In this regard, the TID has been requested by the County to provide its assistance, in the study, development, funding and implementation of a joint project between the County and the TID, respectively referred to herein as the "Project," and which contemplates and includes planning, engineering, funding, acquisition and construction of certain public roadway and traffic system management improvements to Briarfield Boulevard, Salisbury Road and Brandyway Lane, as further identified on Exhibit A attached and made part hereof, and as such roadway and traffic system management improvements may be further developed, designed and established by the County, with the assistance and participation by the TID which may include, but is not limited, to certain funding and engineering/design and management services and such other services as may be provided by the TID, per ORC Chapter 5540 and other applicable law

D. The TID accordingly intends to assist the County with identifying, developing and securing necessary funding, as may be feasible and appropriate, from available revenue sources and provide its assistance in the further study, design and/or implementation of the Project, as may be appropriate and in such phases and manner as may be agreed upon and authorized by the TID, in further coordination and cooperation with the County, the Lucas County Engineer’s Office (LCEO) and/or other agencies or stakeholders as may be appropriate, and in such amounts as determined to be available,
adequate and feasible for advancement of the Project, consistent with applicable laws, ordinances and regulations.

E. The TID, by its Resolution 2014-09, determined it to be in the best interest of advancing, in an efficient manner, the Project, in conjunction with the County’s establishment of the roadway improvements comprising the Project and the County’s ongoing efforts in the funding, acquisition of roadway right of way and construction of the Project, to move forward with the TID’s effort to retain certain professional engineering services through an agreement with DGL Consulting Engineers, LLC, (the “Consulting Engineer”) for certain detailed engineering design work to include survey, construction plans, right of way plans, detailed cost estimates and related services in accordance with the Ohio Department of Transportation (ODOT) and the LCEO standards, in an amount not to exceed Seventy Seven Thousand Twenty-Five Dollars ($77,025) and in accordance with the scope of services and cost proposal, dated December 23, 2014, submitted by the Consulting Engineer (the “Scope/Proposal”) provided to and on file with the TID (the “Engineering Work”). The Engineering Work, as set forth in the Scope / Proposal, may be further developed or broken out into multiple development phases, as or if determined appropriate and approved by the TID Secretary-Treasurer and staff. For each specific phase of the Work, a scope of work and cost to develop (or fee) has been clearly identified. The TID Secretary-Treasurer, in his sole discretion, would be further enabled and authorized, upon behalf of the TID Board Members, to authorize and direct commencement of the Engineering Work or phases thereof, on a task order basis or otherwise determined appropriate, upon such terms and conditions as further set forth herein.

F. The County intends to proceed to acquire the required Right of Way and administer construction of the Project, and the TID, in coordination and collaboration with the LCEO, will accordingly pursue appropriate actions and provide, as may be feasible and available, TID Project Funding (as hereinafter defined) for Project Costs, and, will provide, jointly and in conjunction with the County and the LCEO, the related joint project management responsibilities relating to the Project Work (as hereinafter defined).

G. The TID is specifically authorized by ORC § 5540.03(A)(10) to receive and accept loans and grants for or in aid of the construction, maintenance, or repair of any project from the federal or any state or local government; including acquisition of real property relating to a transportation project pursuant to ORC §§ 5540.04 and 5540.05 and the County is specifically authorized by ORC § 5540.02(F) to make appropriations from moneys available to them and not otherwise appropriated to pay costs incurred by the TID in the exercise of its functions under ORC Chapter 5540.

NOW, THEREFORE, in mutual consideration herein contained and specified, the County and the TID have agreed, and hereby do agree, as follows:
Article 1. Definitions; Agreement Construction

Section 1.01. Definitions. As used in this Agreement, the following terms shall have the following meanings, unless the context or use clearly indicates another meaning or intent:

“Business Day” means any day other than a Saturday, Sunday, or legal holiday.

“Construction Costs” means costs in relation to and for certain work required to be performed to advance and to construct the Project, including related activities and construction contracting services performed by or on behalf of the County, in coordination and collaboration with the TID, and construction inspection which may be funded, in part, by the TID Project Funding.

“County Pledge” means the County’s commitment to provide the funding, in addition to the TID Project Funding, to pay for Project Costs, as determined to be required and as subsequently approved and authorized by the Board, from available revenue sources, which includes, but is not limited to, available proceeds from Tax Increment Financing Revenues.

“Day” means a calendar day, unless specifically designated as a Business Day.

“Initial Term” has the meaning given to such term in Section 4.01.

“Party” means, individually, either the Board or the TID; and “Parties” means, collectively, the Board and the TID.

“Project” means any street, highway, parking facility, rail or other transportation projects and any project for the construction, reconstruction, improvement, alteration, or repair of any roads, highways, public places, buildings, or other infrastructure constructed or improved under this chapter, and includes all bridges, tunnels, overpasses, underpasses, interchanges, approaches, those portions of connecting streets or highways that serve interchanges and are determined by the TID to be necessary for the safe merging of traffic between the project and those streets or highways, service facilities, and administration, storage, and other buildings, property, and facilities, that the district considers necessary for the operation of the project, together with all property and rights that must be acquired for the construction, maintenance, or operation of the projects, as from time to time undertaken by the TID pursuant to the authority granted by ORC Chapter 5540 and duly authorized by a resolution of its Board Members, and includes the “Project,” which has the meaning given to such term in Recital C, and as further described and set forth in project documents on file with the County, the TID and the authorized Project Work described herein and as included in Exhibit A.
"Project Cost" means for purposes of this Agreement the cost to complete the Project Work, including, but not limited to, the Engineering Work costs, Right of Way Costs and/or Construction Costs, to currently advance the Project and which is only a portion of the total Project Work and Project Cost, and further the Engineering Work costs, Right of Way Costs and/or Construction Costs are payable in part from the TID Project Funding allocation in a potential amount not to exceed $500,000.00 and as further discussed herein.

"Project Cost Item” or “Project Cost Items” means the activities, services and/or work items performed by the Consultant as portion of the Engineering Work costs, Right of Way Costs and/or Construction Costs for which costs are incurred and approved by the COUNTY and the TID to be paid for by the COUNTY Pledged Amount and TID Project Funding facilitated by the TID, as further set forth herein or other eligible costs for Project Work as agreed to by the Parties and/or ODOT/DSA.

"Right of Way” means those real property interests required and necessary to construct, maintain and operate the Project roadway.

"Right of Way Costs” means costs in relation to and for certain work required to be performed to advance and to acquire the Right of Way, including related activities and services performed by or on behalf of the County and/or to pay for and acquire the Right of Way, in coordination and collaboration with the TID, which may be funded, in part, by the TID Project Funding.

"State” means the State of Ohio.

"TID Project Funding” means potential grant funding as specifically allocated to the TID by ODOT, in an amount to be determined but in an estimated amount of up to $250,000.00, for use in State Fiscal Year 2016 or 2017, subject to an approved funding agreement between the TID and ODOT, on a reimbursement basis, for eligible Project Costs and/or Roadwork Development (629) Grant funding offered through the Ohio Development Services Agency (“DSA”), in conjunction with JobsOhio for Project Costs, in an estimated amount of up to $250,000.00, subject to an approved funding agreement between the TID and DSA.

"Project Work” means the Project activities, services and/or work items for completing the Project, including, but not limited to, the Engineering Work, the acquisition activities, performed by the County or its agents to acquire the required real property interests necessary for the Project Right-of-Way; and, the construction and construction engineering funding for the Project.

Section 1.02. References to Parties. Any reference in this Agreement to the Board or the TID or to any officers of the Board or the TID includes those entities or
officials succeeding to their functions, duties, or responsibilities pursuant to or by operation of law or lawfully performing their functions.

Section 1.03. Statutory References. Any reference in this Agreement to a section or provision of the Constitution of the State, or to a section, provision, or chapter of the ORC shall include such section, provision, or chapter as modified, revised, supplemented, or superseded from time to time; provided, however, that no amendment, modification, revision, supplement, or superseding section, provision, or chapter shall be applicable solely by reason of this Section if it constitutes in any way an impairment of the rights or obligations of any Party under this Agreement.

Section 1.04. Adverbs; Other References. Unless the context indicates otherwise, the terms “hereof,” “hereby,” “herein,” “hereto,” “hereunder,” and similar terms used in this Agreement refer to this Agreement; and, unless otherwise indicated, references in this Agreement to articles, sections, subsections, clauses, exhibits, or appendices are references to articles, sections, subsections, clauses, exhibits, or appendices of this Agreement.

Section 1.05. Number and Gender. All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number (singular or plural) and any other gender (masculine, feminine, or neuter) as the context or sense of this Agreement or any article, section, subsection, or clause herein may require, the same as if such words had been fully and properly written in the appropriate number and gender.

Section 1.06. Captions. The captions or headings at the beginning of each article and section of this Agreement are merely guides or labels for the convenience of the parties to assist in identifying those articles and sections, are not intended to be a part of the context of this Agreement, and shall not be deemed to modify, to explain, to enlarge, or to restrict any of the provisions hereof.

Section 1.07. Ambiguity. The Parties have participated jointly in the negotiation and drafting of this Agreement. Should any ambiguity or question of intent or interpretation arise with respect to any provision of this Agreement, including any exhibit hereto, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party hereto by virtue of the authorship of any of the provisions of this Agreement.

Section 1.08. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law; but, if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
Article 2. Scope of Agreement

Section 2.01. Cooperation and Consent. The Parties have acknowledged and agreed that it is essential to the welfare of the people of the County that the Parties cooperate to the greatest extent practical in endeavors designed to contribute to the improvement of the prosperity, health, safety, and welfare of all of the people of the County, and various of the political subdivisions therein, and to promote industry, commerce, distribution, and research activity in all of the County. The Parties therefore agree to cooperate in the development, coordination, funding and implementation of the Project as further described and set forth herein.

Section 2.02. General Agreement Regarding Funding. The Parties acknowledge and agree as follows:

(a) The TID explicitly agrees to provide the TID Project Funding, as may be procured and at such times as available, for eligible Project Cost Items.

(b) The TID explicitly agrees to co-administer and/or co-manage the Project Work, in coordination and collaboration with the LCEO and the County, and perform all related responsibilities as thereby required or appropriate, including, but not limited to, the management, administration and performance of activities required to complete the Project Work; and

(c) The County agrees, in coordination and cooperation with the TID, and through the LCEO, to develop/arrange a schedule of Project Work sessions, to be held on a monthly basis or otherwise as the Parties determine is appropriate, so as to coordinate and review with the TID and any appropriate other parties the County and the TID deem appropriate on the progress of the Project Work. The TID, with assistance of the LCEO, shall provide input and advice regarding the work, as maybe appropriate. The County and the TID shall, at such appropriate times, conduct concurrent reviews of any invoices to be submitted for reimbursement from the TID Project Funding, through its designated Project representatives.

(d) The County explicitly agrees to provide to the TID, in a timely fashion, but not more than 30 days from date of payment, paid invoices for Right of Way Costs and/or Construction Costs provided to the County and proof of payment by the County of such invoices. In the event the TID does not receive sufficient information from the County to seek reimbursement from ODOT and/or DSA, the TID will notify the County in writing, by both facsimile transmission and via electronic mail, that it has not received the requisite information and the County will provide such information as reasonably required within 7 business days, so as to facilitate and not unduly delay the reimbursement payment process.
(e) The TID shall submit for reimbursement, the cost of the Engineering Work (currently at $77,025), to the appropriate agency issuing secured TID Project Funding.

(f) The TID explicitly agrees to provide the County or LCEO with the remaining eligible TID Project Funding, as specifically allocated to and received by the TID from ODOT or DSA for reimbursement of Right of Way and/or Construction Costs, in a total amount not to exceed and currently estimated at $500,000.00 less the Engineering Work, incurred by the County or LCEO for such Right of Way Costs or Construction Costs, as it is received by the TID from ODOT and/or DSA in the form of reimbursement payments. The TID shall direct said payments to such account as instructed, in writing, by the County. The County shall provide the TID with such instructions within 10 business days of the execution of this Agreement.

(g) The provisions of this Agreement may not be altered or amended without the express written consent of all of the parties hereto.

Section 2.03. Additional Responsibilities of the TID. As long as this Agreement remains in effect, the TID may contribute to the Board and/or the LCEO the following:

(a) such funds as the Parties may mutually agree, at any time and from time to time, shall be necessary to the planning, coordination, and implementation of one or more Projects; and

(b) such services of the TID and/or the staff as the Parties may mutually agree, at any time and from time to time, shall be necessary (1) for the planning, development, coordination, and implementation of one or more Projects and/or (2) to support the related administrative, economic development, and project management endeavors of the County, other affected political entities, governmental agencies and CIC.

Section 2.04. Additional Responsibilities of the Board. As long as this Agreement remains in effect, the Board may contribute to the TID and/or the LCEO the following:

(a) such loans, funding and grants as the Parties may mutually agree, at any time and from time to time, shall be necessary for or in aid of the planning, development, design, construction, maintenance, or repair of one or more Projects; and

(b) such other aid or contributions of money, property, labor, or other things of value as the Parties may mutually agree, at any time and from time to time; provided, however, that any such loans, grants, and contributions to
the TID shall be held, used, and applied by the TID only for the purposes for which such loans, grants, and contributions are made.

Section 2.06. Relationship of the Parties.

(a) Neither this Agreement nor the relationship between or among the Parties established pursuant to this Agreement shall constitute or be deemed to be that of a partnership, joint venture, employment, master and servant, or principal and agent. No Party shall have any authority to make, and no Party shall make, any representations, warranties, or statements on behalf of the other, and no Party hereto shall bind, or be liable for the debts or obligations of, any other Party. In the performance of their respective services hereunder, each Party is and shall at all times remain an independent contractor, free and clear of any dominion or control by the other Parties, except as specifically provided herein. The number of employees or consultants used by the TID in the performance of its obligations hereunder, their selection, and the hours of labor and the compensation for services performed shall be determined by the TID. Each Party shall pay, and shall be solely responsible for, its operating expenses, including, but not limited to, the wages of its employees and any and all taxes, licenses, and fees levied or assessed on such Party in connection with or incident to the performance of this Agreement by any governmental agency for unemployment compensation insurance, old age benefits, social security, or any other taxes on the wages of such Party, its agents, its employees, and its representatives.

(b) The Parties do not intend that this Agreement be, and this Agreement shall not be construed as, an agreement or contract whereby (1) the Board is authorized by the TID and undertakes to exercise any power, to perform any function, or to render any service, on behalf of the TID, that the TID is authorized to exercise, perform, or render, or (2) the TID is authorized by the Board and undertakes to exercise any power, to perform any function, or to render any service, on behalf of either the Board, that the Board, is authorized to exercise, perform, or render.

(c) Nothing in this Agreement shall (1) modify, alter, or impair in any way any pre-existing contractual arrangement or agreement between or among either the County or the TID or (2) preclude either Party from entering into other agreements with respect to matters not specifically addressed in this Agreement.

(d) The Parties are without authority to engage in discussions or analysis (1) that commit, could commit, or suggest the Board is committed to project funding or financing without the knowledge, participation, and consent of the Board or (2) that commit, could commit, or suggest the TID is committed to project funding or financing without the knowledge, participation, and consent of the Trustees, beyond the scope of the matters contained and specifically addressed herein.

Section 2.07. Extent of Covenants; No Personal Liability. All covenants, obligations, and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation,
or agreement shall be deemed to be a covenant, obligation, or agreement of any present or future member, trustee, officer, agent, or employee of a Party in other than his official capacity; and neither the members of the Board, nor the Trustees of the TID, nor any official executing this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement or by reason of the covenants, obligations, or agreements of the Parties contained in this Agreement.

Section 2.08. No Third-Party Beneficiary. Only the Parties shall have any rights under this Agreement. No other persons or entities shall have any rights under this Agreement or be deemed to be third-party beneficiaries of this Agreement.

Article 3. Further Agreements

Section 3.01. Challenge to Agreement. In the event of a court action by a third party challenging the validity or enforceability of this Agreement or any of its provisions, all Parties shall fully cooperate to defend the Agreement.

Section 3.02. Notices. The Parties acknowledge and agree that the performance of certain of the agreements contained herein is to be undertaken in a mutual and cooperative fashion, and, to ensure such cooperative effort, each Party agrees promptly to notify the other Parties of disagreements arising hereunder and to act in good faith to promptly resolve such disagreements.

Section 3.03. Assignment. No Party may assign this Agreement, in whole or in part, voluntarily or involuntarily, by operation of law, or otherwise, without the prior written consent of the other Parties, which consent shall not unreasonably be withheld.

Section 3.04. Amendment; Waiver. This Agreement may not be modified, altered, amended, or discharged, or any rights hereunder waived, except by an instrument in writing executed by the Party to be charged with such modification, alteration, amendment, discharge, or waiver. No waiver of any term, provision, or condition of this Agreement, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, provision, or condition or as a waiver of any other term, provision, or condition of this Agreement.

Section 3.05. Good Faith and Fair Dealing. The Parties hereby acknowledge that this Agreement imposes upon each of them a duty of good faith and fair dealing in its implementation.

Article IV Term; Remedies

Section 4.01. Term. This Agreement shall become effective on the Effective Date. Unless mutually terminated pursuant to the other provisions of this Agreement, the term of this Agreement shall be for the period from and after the date of execution by the TID to and including December 31, 2017 (the “Term”).
Section 4.02. Termination. So long as any amount of the Project funding is outstanding and unpaid, this Agreement shall not be terminated. If no Project funding is outstanding, this Agreement will terminate, prior to the expiration of the Term, upon the occurrence of any of the following events:

(a) the mutual agreement of the Parties to terminate this Agreement with respect to the funding of the Projects; or

(b) the completion of the Projects and upon full payment of the Project funding.

Section 4.03. Waiver of Breach. No waiver by any Party will be effective unless it is in writing and then only to the extent specifically stated and agreed to by all Parties. No failure on the part of any Party to exercise, and no delay in exercising, any right, power, or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power, or remedy by any Party preclude any other or further exercise thereof or the exercise of any other right, power, or remedy. Failure of any Party to demand strict performance of the provisions of this Agreement by any other Party, or any forbearance by any Party in exercising any right or remedy hereunder or otherwise afforded by law, shall not constitute a waiver by such Party of any provision of this Agreement. Any condition, term, or covenant in this Agreement that is not complied with will be considered a breach.

Article 5. Miscellaneous

Section 5.01. Time is of the Essence. Time is of the essence in the compliance with the terms and conditions of this Agreement. Whenever, under the terms of this Agreement, the time for performance falls on a Day other than a Business Day, such time for performance shall be on the next Business Day.

Section 5.02. Notices.

(a) Except as otherwise provided herein, any notice provided for in this Agreement shall be in writing and shall be deemed to have been duly given as follows:

(1) upon receipt, when delivered personally to a Party at its address as hereinafter set forth; or

(2) one Business Day after being delivered to a reputable overnight courier service, prepaid, marked for next-day delivery to a Party at its address as hereinafter set forth; or

(3) on the third Business Day after being mailed by United States mail, registered or certified, return receipt requested, postage prepaid, addressed to a Party at its address as hereinafter set forth; or
(4) upon confirmation of receipt by telephone at the number specified for confirmation, if sent by facsimile transmission.

(b) All notices to be given to the TID pursuant to this Agreement shall be sent to the TID at the following address:

The Lucas County Transportation Improvement District  
Attn: Keith G. Earley, P.E. /P.S., Secretary/Treasurer  
1049 S. McCord Road  
Holland, Ohio 43528  
Facsimile: (419) 213-2829  
Electronic Mail: KEarley@co.lucas.oh.us

(c) All notices to be given to the Board pursuant to this Agreement shall be sent to the Board at the following address:

The Board of Lucas County Commissioners  
Attention: Judy Balogh, Clerk of the Board  
One Government Center, Suite 800  
Toledo, OH 43604  
Facsimile: (419) 213-4532  
Electronic Mail: jbalogh@co.lucas.oh.us

(e) Any Party may at any time change its address for such notices, requests, demands, or statements by giving the other Parties written notice thereof in accordance Section 5.01(a).

Section 5.03. Governing Law; Jurisdiction and Venue. This Agreement shall be deemed to be made under and shall be governed by the laws of the State of Ohio in all respects, including matters of construction, validity, and performance. The Parties agree that any action relating to or arising out of this Agreement may be brought against any other Party only in the Lucas County, Ohio, Court of Common Pleas; and each Party consents to the jurisdiction of such courts (and of the appropriate appellate courts), waives any objection to venue laid therein, and agrees that process may be served on it anywhere in the world.

Section 5.04. Entire Agreement. This Agreement (including the recitals and exhibits hereto, which are by this reference incorporated herein and made a part hereof) sets forth all understandings between the Parties respecting the subject matter of this transaction, and all prior agreements, understandings, and representations, whether oral or written, representing this subject matter are merged into and superseded by this written Agreement. No course of prior dealings between the Parties and no usage of trade shall be relevant or admissible to supplement, to explain, or to vary any of the terms of this Agreement.
Section 5.05. Binding Effect. This Agreement, and the terms, covenants, and conditions hereof, shall be binding upon and inure to the benefit of the Parties and, subject to the prohibitions on assignment set forth herein, their respective administrators, successors, and assigns.

Section 5.06. Counterparts; Facsimile Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts. The Parties further agree that facsimile signatures by the Parties shall be binding to the same extent as original signatures.
IN WITNESS WHEREOF, this Intergovernmental Agreement has been duly executed and delivered for, in the name of, and on behalf of the Board and the TID by their duly authorized officers, all as of the Effective Date.

**TID:**

THE LUCAS COUNTY TRANSPORTATION IMPROVEMENT DISTRICT

By:  
Keith G. Earley, P.E., P.S., Secretary-Treasurer

Date: 9/30/15

**Board:**

THE BOARD OF COUNTY COMMISSIONERS OF LUCAS COUNTY, OHIO

By:  
Tina Skeldon Wozniak, President

By:  
Carol Contrada, Commissioner

By:  
Pete Gerken, Commissioner

Date: 10/13/15

Approved as to Form:  
Lucas County Prosecuting Attorney

Date: 10/6/15
FISCAL OFFICER’S CERTIFICATE

The undersigned, the Fiscal Officer of Lucas County, Ohio (the “Fiscal Officer”), hereby certifies that the moneys required (if any) to meet the obligations of the County as outlined in Exhibit B, under the foregoing Intergovernmental Agreement have been lawfully appropriated and are in the treasury of the County or are in the process of collection to the credit of an appropriate fund free from any previous encumbrances. Pursuant to ORC § 5705.44, the Fiscal Officer covenants that any requirement herein of an expenditure of the County money in any future fiscal year shall be included in the annual appropriation measure for that future fiscal year as a fixed charge. This Certificate is given in compliance with ORC § 5705.41 and § 5705.44.

Dated 10/15/2015

Anita Lopez Auditor of Lucas County, Ohio
EXHIBIT A

Public Roadway and Transportation Management Improvements:
Briarfield Blvd. / Brandyway Lane / Salisbury Road

Project

The subject project contemplates the realignment of the Briarfield Blvd., Brandyway Lane, Salisbury Road intersection by extending Briarfield Blvd. north of Salisbury Road; extending east / west Brandyway Lane to the extended Briarfield Blvd.; removal of existing north / south Brandyway Lane; extension of the existing westbound Salisbury Road to southbound Briarfield Blvd. dual left turn lanes; revision to optimize the Briarfield Blvd. at Salisbury Road intersection operation and capacity including traffic signal revision; and other related roadway improvements and/or transportation system management work as further determined.
EXHIBIT B

COST ESTIMATE
PUBLIC ROAD IMPROVEMENT FOR BRIARFIELD BLVD., SALISBURY ROAD, & BRANDYWAY LANE PROJECT

ANTICIPATED PROJECT COST:

<table>
<thead>
<tr>
<th>Service</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineering Services: (Roadway construction and right of way plans)</td>
<td>$77,000</td>
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<tr>
<td>Right of Way:</td>
<td>$1,152,000</td>
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<td>Professional services:</td>
<td>$142,000</td>
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<tr>
<td>(Title work, appraisal, appraisal review, relocation services)</td>
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<tr>
<td>Land Acquisition:</td>
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<tr>
<td>(Land value, relocation assistance, building demolition)</td>
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<td>Road Construction:</td>
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<tr>
<td>Briarfield Blvd &amp; Brandyway Lane road work</td>
<td>$450,000</td>
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<tr>
<td>Traffic signal work</td>
<td>$150,000</td>
</tr>
<tr>
<td>Ex. Brandyway Lane removal</td>
<td>$50,000</td>
</tr>
<tr>
<td>Ex. Salisbury Road revisions</td>
<td>$50,000</td>
</tr>
<tr>
<td>Water &amp; Sewer:</td>
<td>$50,000</td>
</tr>
<tr>
<td>TOTAL:</td>
<td>$1,979,000</td>
</tr>
</tbody>
</table>

ANTICIPATED FUNDING RESOURCES:

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lucas County</td>
<td>$1,279,000</td>
</tr>
<tr>
<td>Monclova Township</td>
<td>$200,000</td>
</tr>
<tr>
<td>State of Ohio 629 Grant</td>
<td>$250,000</td>
</tr>
<tr>
<td>State of Ohio TID Grant</td>
<td>$250,000</td>
</tr>
</tbody>
</table>

TOTAL: $1,979,000