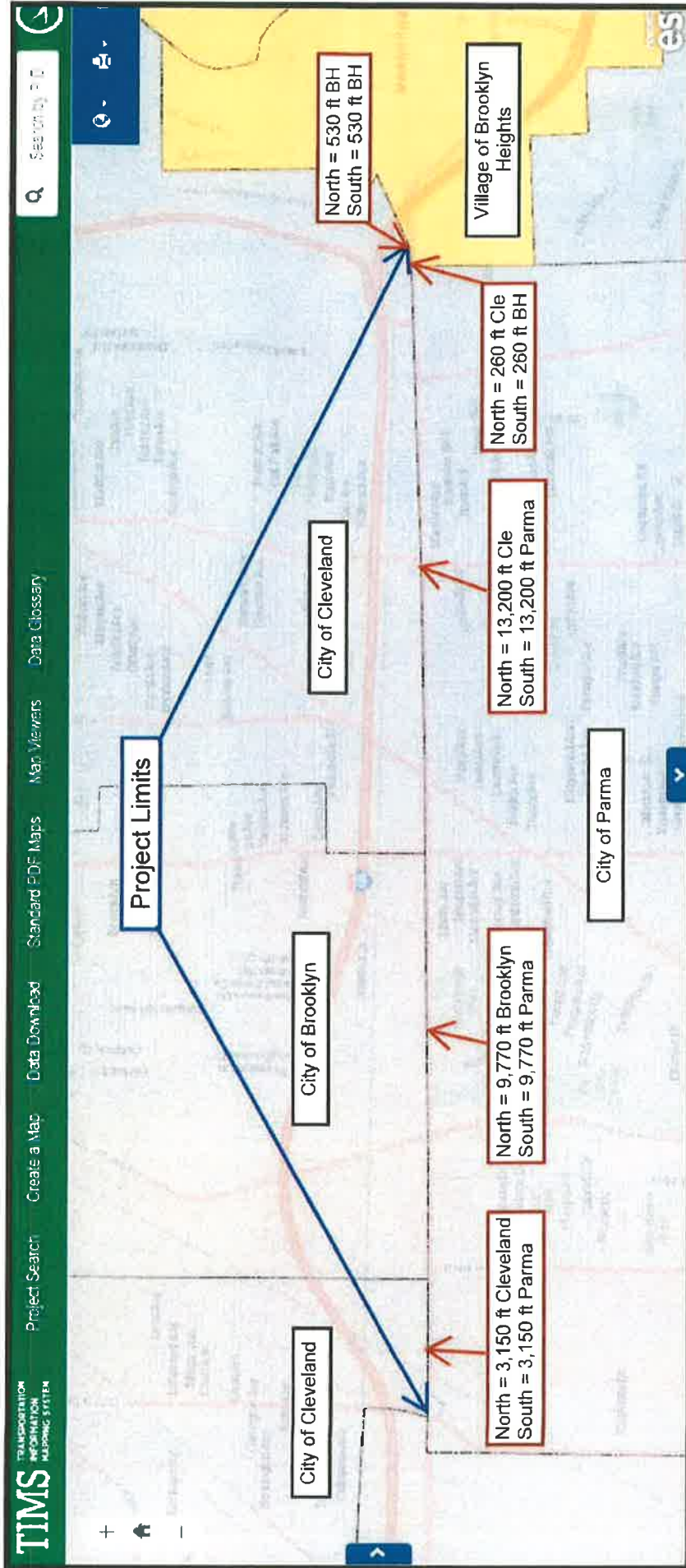


Exhibit "A"  
 Brookpark Road - West 130th Street to Interstate 480 East Bound Ramps  
 in Brooklyn, Brooklyn Heights, Cleveland and Parma  
 Map of Corporate Limits and Percentage of Project in Each Community



Length of Project =  $3,150' + 9,770' + 13,200' + 260' + 530' = 26,910'$  = 5.10 miles

Percent Project in Brooklyn =  $9,770' / [26,910 * 2] * 100\% = 18.15\%$

Percent Project in Brooklyn Heights =  $[530' + 530' + 260'] / [26,910 * 2] * 100\% = 2.45\%$

Percent Project in Cleveland =  $[260' + 13,200' + 3,150'] / [26,910 * 2] * 100\% = 30.86\%$

Percent Project in Parma =  $[13,200' + 9,770' + 3,150'] / [26,910 * 2] * 100\% = 48.54\%$

EXHIBIT A  
 L-76-22

**MODIFIED JOINT IMPROVEMENT AGREEMENT BETWEEN THE MUNICIPALITIES OF  
BROOKLYN, BROOKLYN HEIGHTS, CLEVELAND, AND PARMA FOR THE RESURFACING OF  
BROOKPARK ROAD (SR-17) FROM WEST 130<sup>TH</sup> STREET TO THE INTERSTATE 480 EAST  
BOUND RAMP**

This Modified Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the Village of Brooklyn Heights, Ohio, an Ohio municipal corporation, with its main offices located at 345 Tuxedo Avenue, Brooklyn Heights, Ohio 44131 (hereinafter referred to as "Brooklyn Heights"), the City of Brooklyn, Ohio, an Ohio municipal corporation, with its main offices located at 7619 Memphis Avenue, Brooklyn, Ohio 44144 (hereinafter referred to as "Brooklyn"), the City of Cleveland, Ohio, an Ohio municipal corporation, with its main offices located at 601 Lakeside Avenue, Cleveland, Ohio 44114 (hereinafter referred to as "Cleveland") and the City of Parma, Ohio, an Ohio municipal corporation, with its main offices located at 6611 Ridge Road, Parma, Ohio 44129 (hereinafter referred to as "Parma") collectively referred to as the "Parties".

**I. RECITALS**

**A. General Background**

1. Brookpark Road (SR-17) from West 130<sup>th</sup> Street to the Interstate 480 East Bound Ramps, hereinafter referred to as "the Project", that borders the Village of Brooklyn Heights, the City of Brooklyn, the City of Cleveland and the City of Parma are shown on the attached Exhibit A.

2. 48.54% of the project is within the corporate limits of the City of Parma, 30.86% of the project is within the corporate limits of the City of Cleveland, 18.15% of the project is within the corporate limits of the City of Brooklyn and 2.45% of the project is within the corporate limits of the Village of Brooklyn Heights. The percentage of the project was determined by the lane miles of pavement in each community divided by the overall length of the project in lane miles and are shown in Exhibit A.

3. The Ohio Department of Transportation's District 12 Office, hereinafter referred to as ODOT D-12, has programmed the project through ODOT's Urban Paving Resurfacing Program. ODOT has determined a Construction and Construction Engineering Cost Estimate and provided a breakdown of costs by community for the resurfacing of the Project and are shown on the attached Exhibit B. Actual costs and share of the project will be determined by ODOT D-12 based on actual bid costs from the successful contractor's accepted bid and any change orders approved by ODOT D-12 required for the construction of the Project.

4. In April 2021, the four communities had a virtual meeting with ODOT to review the scope of work and project particulars. The roles of each agency that is party to this agreement are documented in Section II Agreement of this Joint Improvement Agreement.

5. The execution of this modified agreement supersedes the original agreement executed by the Village of Brooklyn Heights, the City of Brooklyn, the City of Cleveland and the City of Parma.

**B. Municipal Authority**

1. The Parties, each being authorized by Article XVIII of the Ohio Constitution and Section 715.02 of the Revised Code and their respective Charters, are fully authorized to enter into, execute, and carry out the terms of this Modified Agreement which provides a substantial public benefit in enhancement of the public roadway known as the Project and it is a great public benefit to the

municipalities of Brooklyn, Brooklyn Heights, Cleveland and Parma as well as Cuyahoga County and the State of Ohio.

2. Pursuant to Section 715.02 of the Revised Code, the parties to this Agreement wish to provide for the apportionment of engineering and construction of the Project and for any costs thereof.

3. In accordance with Section 715.02 of the Revised Code, the Parties have approved this Joint Improvement Agreement by Ordinance and/or Resolution in compliance with their respective Charters and Ordinances.

4. This Agreement memorializes, ratifies, and confirms actions by and between the Parties for prior planning and engineering of the Project and this Agreement is intended to be comprehensive in formalizing and memorializing the complete Project.

## **II. AGREEMENT**

In consideration of the foregoing recitals, in consideration of the partial performance of various undertakings as described and the ratification and confirmation of all actions taken in good faith in furtherance of the described Project, and in consideration of the mutual promises, undertakings and covenants hereinafter set forth, and for other good and valuable consideration, the Parties hereby agree as set forth below:

### **A. Cooperation**

The Parties wish to cooperate fully as set forth in this Agreement in order to provide a needed enhancement for a public roadway shared by both communities and to do so in a timely, efficient and economical manner.

### **B. Brooklyn's Duties and Responsibilities**

1. Brooklyn shall compensate ODOT in a total amount not to exceed 18.15% of the 20% local share of the project or 3.63% of the total Project cost. ODOT shall notify Brooklyn of the Project costs through the plan development stages of the Project. Brooklyn shall, within 30 days of invoice from ODOT or Brooklyn Heights, pay to ODOT or Brooklyn Heights its share of the invoice. After completion of the Project and final costs have been certified, Brooklyn shall pay ODOT or Brooklyn Heights less any grants and/or loans that are secured for the Brooklyn's costs.

2. Brooklyn will cooperate in a timely fashion to provide rapid turnaround on all reviews and approvals such that construction can begin as soon as possible upon ODOT's completion of engineering, funding and bidding.

3. Brooklyn agrees that Brooklyn Heights will compile a list of local items and costs of said items that Brooklyn can request to be included in the project. This list of items shall include, but will not be limited to full depth base repair, curb replace, driveway replacement and curb ramps to be replaced with Americans with Disabilities Act (ADA's) curb ramps. These items hereinafter will be referred to as 100% Items. Upon receipt of this information, Brooklyn will reply to ODOT as to what 100% items they wish to add to the scope of work and agrees to pay for 100% of these costs as these items are ineligible for ODOT's urban paving resurfacing funds.

4. Brooklyn agrees that the Brooklyn Heights will be responsible for the coordination of the design, and that the ODOT will be responsible for the coordination of bidding the project, and all

related construction and construction engineering activities. Brooklyn will reimburse Brooklyn Heights for design and coordination services outlined in Exhibit D - Design Proposal per Exhibit C – Attachment 2 Option 1f within 30 days of invoice. The ODOT will provide legislation to Brooklyn and an LPA Federal ODOT Let Project Agreement to Brooklyn Heights as the lead contractual agency on behalf of Brooklyn as it relates to the Project and 100% Items.

5. Brooklyn agrees that Brooklyn Heights will prepare and submit an application to the Ohio Public Works Commission for costs up to and may include the local share of the Project, the construction and engineering design costs of the 100% items (See Exhibit C – Attachments 1, 2 Option 1f and 3).

6. Brooklyn agrees to reimburse Brooklyn Heights for the preliminary design work necessary to determine the scope and cost of work for the 100% items and the 18.15% of the cost to prepare the Ohio Public Works Application. Brooklyn Heights will provide a cost proposal for this work. Brooklyn shall review, and if in agreement, approve the cost proposal. Brooklyn Heights will not proceed with these items of work until it received approval from Brooklyn. Brooklyn shall, within 30 days of invoice from Brooklyn Heights, pay to Brooklyn Heights its share of the invoice.

7. Brooklyn shall review the Ohio Public Works Application and based on their approval of a financial plan documented on section 1.0 Project Financial Information of the Ohio Public Works Application (See Exhibit C – Attachments 1, 2 Option 1f and 3) for a detailed breakdown of costs), will provide a Fiscal Officer's Statement for inclusion in the application that Brooklyn certifies that all local share funds required for the project will be available on or before the dates listed in the project schedule section of the application.

8. The Ohio Public Works Commission Application has been awarded funding, Brooklyn's share of the Project and 100% items will be deducted from what Brooklyn's share of the cost are as outline in the Ohio Public Works Application (See Exhibit C - Attachment 1, 2 Option 1f and 3 for a detailed breakdown of costs).

### **C. Brooklyn Heights' Duties and Responsibilities**

1. Brooklyn Heights shall compensate ODOT in a total amount not to exceed 2.45% of the 20% local share of the project or 0.49% of the total Project cost minus those that ODOT will provide for on behalf of the Brooklyn Heights as Brookpark Road is a State Route in a Village. ODOT shall notify Brooklyn Heights of the Project costs through the plan development stages of the Project. Brooklyn Heights shall, within 30 days of invoice from ODOT, pay to ODOT its share of the invoice. After completion of the Project and final costs have been certified, Brooklyn Heights shall pay ODOT less any grants and/or loans that are secured for the Brooklyn Heights costs.

2. Brooklyn Heights will cooperate in a timely fashion to provide rapid turnaround on all reviews and approvals such that construction can begin as soon as possible upon ODOT's completion of engineering, funding, and bidding.

3. Brooklyn Heights will compile a list of local items and costs of said items that Brooklyn Heights can request to be included in the project. This list of items shall include but will not be limited to full depth base repair, curb replace, driveway replacement and curb ramps to be replaced with Americans with Disabilities Act (ADA's) curb ramps. These items hereinafter will be referred to as 100% Items. Upon receipt of this information, Brooklyn Heights will reply to ODOT as to what 100% items they wish to add to the scope of work and agrees to pay for 100% of these costs as these items are ineligible for ODOT's urban paving resurfacing funds.

4. Brooklyn Heights agrees they will be responsible for the coordination of the design and that ODOT will be responsible for the coordination of bidding the project, and all related construction and construction engineering activities. The ODOT will provide legislation to Brooklyn Heights and an LPA Federal ODOT Let Project Agreement to Brooklyn Heights as the lead contractual agency as it relates to the Project and 100% Items.

5. Brooklyn Heights agrees to prepare and submit an application to the Ohio Public Works Commission for costs up to and may include the local share of the Project, the construction and engineering design costs of the 100% items (See Exhibit C – Attachments 1, 2 Option 1f and 3).

6. Brooklyn Heights agrees to pay its share for the preliminary design work necessary to determine the scope and cost of work for the 100% items and the 2.45% of the cost to prepare the Ohio Public Works Application.

7. Brooklyn Heights shall review the Ohio Public Works Application and based on their approval of a financial plan documented on section 1.0 Project Financial Information of the Ohio Public Works Application, (See Exhibit C – Attachments 1, 2 Option 1f and 3 for a detailed breakdown of costs), will provide a Fiscal Officer's Statement for inclusion in the application that Brooklyn Heights certifies that all local share funds required for the project will be available on or before the dates listed in the project schedule section of the application.

8. If the Ohio Public Works Application for funding is awarded funding, Brooklyn Heights' share of the Project and 100% items will be deducted from what Brooklyn Heights' share of the cost are as outline in the Ohio Public Works Application (See Exhibit C – Attachments 1, 2 Option 1f and 3 for a detailed breakdown of costs).

#### **D. Cleveland's Duties and Responsibilities**

1. Cleveland shall compensate ODOT in a total amount not to exceed 30.86% of the 20% local share of the project or 6.17% of the total Project cost. ODOT shall notify Cleveland of the Project costs through the plan development stages of the Project. Cleveland shall, within 30 days of invoice from ODOT or Brooklyn Heights, pay to ODOT or Brooklyn Heights its share of the invoice. After completion of the Project and final costs have been certified, Cleveland shall pay ODOT or Brooklyn Heights less any grants and/or loans that are secured for the Cleveland's costs.

2. Cleveland will cooperate in a timely fashion to provide rapid turnaround on all reviews and approvals such that construction can begin as soon as possible upon ODOT's completion of engineering, funding and bidding.

3. Cleveland agrees that Brooklyn Heights will compile a list of local items and costs of said items that Cleveland can request to be included in the project. This list of items shall include, but will not be limited to full depth base repair, curb replace, driveway replacement and curb ramps to be replaced with Americans with Disabilities Act (ADA's) curb ramps. These items hereinafter will be referred to as 100% Items. Upon receipt of this information, Cleveland will reply to ODOT as to what 100% items they wish to add to the scope of work and agrees to pay for 100% of these costs as these items are ineligible for ODOT's urban paving resurfacing funds.

4. Cleveland agrees that the Brooklyn Heights will be responsible for the coordination of the design, and that the ODOT will be responsible for the coordination of bidding the project, and all related construction and construction engineering activities. Cleveland will reimburse Brooklyn

Heights for design and coordination services outlined in Exhibit D - Design Proposal per Exhibit C – Attachment 2 Option 1f within 30 days of invoice. The ODOT will provide legislation to Cleveland and an LPA Federal ODOT Let Project Agreement to Brooklyn Heights as the lead contractual agency on behalf of Cleveland as it relates to the Project and 100% Items.

5. Cleveland agrees that Brooklyn Heights will prepare and submit an application to the Ohio Public Works Commission for costs up to and may include the local share of the Project, the construction and engineering design costs of the 100% items (See Exhibit C – Attachments 1, 2 Option 1f and 3).

6. Cleveland agrees to reimburse Brooklyn Heights for the preliminary design work necessary to determine the scope and cost of work for the 100% items and the 30.86% of the cost to prepare the Ohio Public Works Application. Brooklyn Heights will provide a cost proposal for this work. Cleveland shall review, and if in agreement, approve the cost proposal. Brooklyn Heights will not proceed with these items of work until it received approval from Cleveland. Cleveland shall, within 30 days of invoice from Brooklyn Heights, pay to Brooklyn Heights its share of the invoice.

7. Cleveland shall review the Ohio Public Works Application and based on their approval of a financial plan documented on section 1.0 Project Financial Information of the Ohio Public Works Application, (See Exhibit C – Attachments 1, 2 Option 1f and 3 for a detailed breakdown of costs), will provide a Fiscal Officer's Statement for inclusion in the application that Cleveland certifies that all local share funds required for the project will be available on or before the dates listed in the project schedule section of the application.

8. If the Ohio Public Works Application for funding is awarded funding, Cleveland's share of the Project and 100% items will be deducted from what Cleveland's share of the cost are as outline in the Ohio Public Works Application (See Exhibit C – Attachments 1, 2 Option 1f and 3 for a detailed breakdown of costs).

#### **E. Parma's Duties and Responsibilities**

1. Parma shall compensate ODOT in a total amount not to exceed 48.54% of the 20% local share of the project or 9.71% of the total Project cost. ODOT shall notify Parma of the Project costs through the plan development stages of the Project. Parma shall, within 30 days of invoice from ODOT or Brooklyn Heights, pay to ODOT or Brooklyn Heights its share of the invoice. After completion of the Project and final costs have been certified, Parma shall pay ODOT or Brooklyn Heights less any grants and/or loans that are secured for the Parma's costs.

2. Parma will cooperate in a timely fashion to provide rapid turnaround on all reviews and approvals such that construction can begin as soon as possible upon ODOT's completion of engineering, funding and bidding.

3. Parma agrees that Brooklyn Heights will compile a list of local items and costs of said items that Parma can request to be included in the project. This list of items shall include, but will not be limited to full depth base repair, curb replace, driveway replacement and curb ramps to be replaced with Americans with Disabilities Act (ADA's) curb ramps. These items hereinafter will be referred to as 100% Items. Upon receipt of this information, Parma will reply to ODOT as to what 100% items they wish to add to the scope of work and agrees to pay for 100% of these costs as these items are ineligible for ODOT's urban paving resurfacing funds.

4. Parma agrees that the Brooklyn Heights will be responsible for the coordination of the design, and that the ODOT will be responsible for the coordination of bidding the project, and all related construction and construction engineering activities. Parma will reimburse Brooklyn Heights for design and coordination services outlined in Exhibit D - Design Proposal per Exhibit C - Attachment 2 Option 1f within 30 days of invoice. The ODOT will provide legislation to Parma and an LPA Federal ODOT Let Project Agreement to Brooklyn Heights as the lead contractual agency on behalf of Parma as it relates to the Project and 100% Items.

5. Parma agrees that Brooklyn Heights will prepare and submit an application to the Ohio Public Works Commission for costs up to and may include the local share of the Project, the construction and engineering design costs of the 100% items (See Exhibit C - Attachments 1, 2 Option 1f and 3).

6. Parma agrees to reimburse Brooklyn Heights for the preliminary design work necessary to determine the scope and cost of work for the 100% items and the 48.54% of the cost to prepare the Ohio Public Works Application. Brooklyn Heights will provide a cost proposal for this work. Parma shall review, and if in agreement, approve the cost proposal. Brooklyn Heights will not proceed with these items of work until it received approval from Parma. Parma shall, within 30 days of invoice from Brooklyn Heights, pay to Brooklyn Heights its share of the invoice.

7. Parma shall review the Ohio Public Works Application and based on their approval of a financial plan documented on section 1.0 Project Financial Information of the Ohio Public Works Application, (See Exhibit C - Attachments 1, 2 Option 1f, and 3 for a detailed breakdown of costs), will provide a Fiscal Officer's Statement for inclusion in the application that Parma certifies that all local share funds required for the project will be available on or before the dates listed in the project schedule section of the application.

8. If the Ohio Public Works Application for funding is awarded funding, Parma's share of the Project and 100% items will be deducted from what Parma's share of the cost are as outline in the Ohio Public Works Application (See Exhibit C - Attachments 1, 2 Option 1f and 3 for a detailed breakdown of costs).

**F. Traffic Control**

The Parties pledge cooperation in traffic control and routing during the period of construction. During the phases of work in which the Project work shall be completed, traffic will be maintained as approved by each of the safety forces.

**G. Maintenance**

Upon completion of the Project, each party shall be responsible for the maintenance of such portion of the Project as is within its municipal boundary.

**H. Notice**

The parties shall be notified by regular mail or hand delivery as follows:

To Brooklyn : Mayor Katie Gallagher  
City of Brooklyn  
7619 Memphis Avenue  
Brooklyn, Ohio 44144

To Brooklyn Heights: Mayor Michael S. Procuk  
Village of Brooklyn Heights  
345 Tuxedo Avenue  
Brooklyn Heights, Ohio 44131

To Cleveland: James DeRosa, Interim Director of Capital Projects  
City of Cleveland  
601 Lakeside Avenue – Room 113  
Cleveland, Ohio 44114

To Parma Mayor Tim DeGeeter  
City of Parma  
6611 Ridge Road  
Parma, OH 44129

**I. Modification**

This Agreement shall not be modified without the express written approval of both parties, which approval must be confirmed by a Resolution or Ordinance of each Council.



**J. Authorization**

WITNESSED BY:

**CITY OF BROOKLYN**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Katie Gallagher, Mayor

Approved as to legal form:

\_\_\_\_\_  
Director of Law  
City of Brooklyn

This Agreement has been authorized by Ordinance/Resolution No. \_\_\_\_\_, adopted by the  
Brooklyn City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Clerk of Council

WITNESSED BY:

VILLAGE OF BROOKLYN HEIGHTS

\_\_\_\_\_  
Michael S. Procuk, Mayor  
\_\_\_\_\_

Approved as to legal form:

\_\_\_\_\_  
Director of Law  
Village of Brooklyn Heights

This Agreement has been authorized by Ordinance/Resolution No. \_\_\_\_\_, adopted by the  
Brooklyn Heights Village Council the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Clerk of Council

WITNESSED BY:

CITY OF CLEVELAND

\_\_\_\_\_

James DeRosa, Interim Director of Capital Projects

\_\_\_\_\_

Approved as to legal form:

\_\_\_\_\_  
Chief Assistant Director of Law  
City of Cleveland

This Agreement has been authorized by Ordinance/Resolution No. \_\_\_\_\_, adopted by the  
Cleveland City Council the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Clerk of Council

WITNESSED BY:

CITY OF PARMA

\_\_\_\_\_ Tim DeGeeter, Mayor

\_\_\_\_\_

Approved as to legal form:

\_\_\_\_\_  
Law Director  
City of Parma

This Agreement has been authorized by Ordinance/Resolution No. \_\_\_\_\_, adopted by the  
Parma City Council the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Clerk of Council