

**Ann Arbor Connector Alternatives Analysis
Memorandum of Understanding**

WHEREAS, the Ann Arbor Transportation Authority (AATA), University of Michigan (U-M), City of Ann Arbor (City), and Ann Arbor Downtown Development Authority (DDA) executed a memorandum of understanding in 2009 to carry out a feasibility study as the first phase of the potential development of a transit service known as the Ann Arbor Connector, and

WHEREAS, the parties conducted a competitive procurement to select a transportation consulting company to carry out the feasibility analysis and subsequent phases of the planning for the Ann Arbor Connector, including the alternatives analysis phase, and

WHEREAS, URS Corporation was the company selected to provide the transportation consulting services, and successfully completed the feasibility study under contract to AATA, and

WHEREAS, at the conclusion of the feasibility study, URS and the parties concluded that a high-capacity transit service in the study corridor is feasible, that demand in the corridor is sufficient to warrant high-capacity transit, and technologies including streetcars, bus rapid transit (BRT), light rail and elevate guideway could be used, and

WHEREAS, the AATA has applied for and been selected to receive a \$1.2 million grant from the Federal Transit Administration to conduct the alternatives analysis phase,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The AATA will continue to serve as the procurement entity, and will enter into a contract with URS to perform the alternatives analysis phase.
2. The City, UM, and DDA agree that the AATA may enter into a contract with URS to conduct the alternatives analysis for an amount not to exceed \$1.5 million.
3. The federal grant will pay 80% of the cost, up to \$1.2 million. The AATA, UM, City and DDA shall make contributions to pay the 20% local share of the alternatives analysis in the percentages set forth in Exhibit A, up to the limits set forth in Exhibit A.
4. The AATA shall pay the contractor in accordance with the terms of the contract upon the submission by URS of monthly progress reports and approval of invoices by the project

manager.

5. The AATA will provide a project manager, who will have the primary responsibility to work with URS to ensure that the alternatives analysis is completed at a quality and in a time consistent with the contract.

6. The AATA shall act as the fiduciary agent for the project. As such, the AATA shall provide financial statements, collect funds not to exceed the amounts set forth in Exhibit A, and provide all financial accounting for the contract to the City, UM, and DDA. The City, UM, and DDA will make payments to AATA within 30 days after receipt of a properly documented invoice for their respective shares of a payment to the contractor.

7. Each of the parties to this agreement will appoint one or two representatives to serve on a technical committee which will meet regularly with URS to review the work in progress, and provide feedback and advice to URS and the project manager. The Director of the Washtenaw Area Transportation Study (WATS) has been invited and has agreed to serve on the technical committee.

8. The members of the technical committee shall be responsible to keep their respective organizations informed about the progress of the work, and to report to the technical committee any concerns about the study from the executive or policy-making level of their organization.

9. The members of the technical committee shall assist with and participate in public outreach activities conducted by URS for the study, so that it is clear to the public that the parties are cooperating in the conduct of this alternatives analysis and consideration of high-capacity transit in Ann Arbor.

10. This agreement shall become effective upon execution by all the parties to this agreement.

ANN ARBOR TRANSPORTATION AUTHORITY

BY: _____ DATED: _____
Michael Ford, CEO

UNIVERSITY OF MICHIGAN

BY: _____ DATED: _____
Hank Baier, Associate Vice-President, Facilities and Operations

ANN ARBOR DOWNTOWN DEVELOPMENT AUTHORITY

BY: _____ DATED: _____
Susan Pollay, Executive Director

FOR THE CITY OF ANN ARBOR:

BY: _____ DATED: _____
John Hieftje, Mayor

BY: _____ DATED: _____
Jacqueline Beaudry, City Clerk

Approved as to Substance

BY: _____ DATED: _____
Steven D. Powers, City Administrator

BY: _____ DATED: _____
Craig Hupy, Interim Public Services Administrator

Approved as to form and content

BY: _____ DATED: _____
Stephen K. Postema, City Attorney

Exhibit A

Payment Commitment Per Agency

<u>Agency</u>	<u>Commitment</u>
University of Michigan	<u>amount not to exceed \$150,000</u>
Ann Arbor Transportation Authority	<u>amount not to exceed \$90,000</u>
City of Ann Arbor	<u>amount not to exceed \$60,000</u>
Ann Arbor Downtown Development Authority	<u>amount not to exceed \$0</u>