

AGREEMENT BETWEEN THE CITY OF ANN ARBOR AND THE DOWNTOWN
DEVELOPMENT AUTHORITY OF THE CITY OF ANN ARBOR REGARDING
RESPONSIBILITIES AND COST ALLOCATION FOR
THE NORTH MAIN STREET TRANSPORTATION STUDY

This Agreement (“Agreement”) is made and entered into this _____ date of _____, 2025, by and between the City of Ann Arbor, a Michigan municipal corporation with its principal offices at 301 E. Huron Street, Ann Arbor, Michigan 48104 (“City”), and the Downtown Development Authority of the City of Ann Arbor, a public corporation organized and existing pursuant to the authority of Act 197, Public Acts of Michigan, 1975, MCL 125.1651 *et seq.* with its principal offices at 415 North Fifth Avenue, Ann Arbor, Michigan 48104 (“DDA”), for the purpose of fixing the rights and obligations of the parties relative to the Downtown Area Circulation Study (the “Study”). Relevant details and the scope of the Study are set forth in Exhibit A.

Whereas, the City and the DDA have expressed interest in working cooperatively on the North Main Street Transportation Study;

Whereas, the City and the DDA have agreed that the City should award a contract to Transportation Engineering Design, DPC (an affiliate of Toole Design Group, LLC), hereinafter referred to as “Consultant,” to perform a transportation study as outlined in the Consultant work plan, Exhibit A;

Whereas, the DDA will be responsible for funding a portion of the Study as established in Exhibit B; and

Whereas, the City and the DDA have reached an understanding with each other regarding their respective responsibilities for the payment of the costs for the Study, and desire to enter into this Agreement to memorialize that understanding.

Therefore, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, the City and the DDA agree:

1. The City and the DDA shall undertake and complete the Study in accordance with the terms of this Agreement. Exhibit A to this describes the scope of the Study and incorporates by reference the Consultant’s proposal. Exhibit A to this Agreement lists the study tasks and allocation of costs between the City and the DDA. As set forth in Exhibit B, the estimated total dollar amount for the work the Consultant will perform is \$599,871 off which the estimated total dollar amount of the DDA’s share of the Study is \$100,000.

2. The City will enter into a contract with the Consultant for the Study. The DDA will support the administration of the contract and related work necessary for the completion of the Study. In its contract with the Consultant, the City must require that the Consultant indemnify the DDA for any claims or lawsuits by third parties arising from the Consultant's work, and must require the Consultant to cover the DDA as additionally insured on its general liability policy. In the contract between them, the City and the Consultant also must recognize the DDA as a third-party beneficiary of the contract.
3. The DDA is responsible for funding its identified share of each work item of the Study as defined in Exhibit B.
4. For payment of the Study costs, the City will contract directly with the Consultant, and finance the complete cost of the study, including the DDA's share of the costs. The DDA will reimburse the City for the DDA's share of amounts paid by the City according to the allocation of costs for each cost category in Exhibit B.
5. As the City pays for services and incurs costs on the Study, the City will invoice the DDA at a frequency no more than monthly. The DDA shall reimburse the City for the DDA's share of incurred costs within 30 days of receipt of an invoice from the City.
6. Notwithstanding the DDA's funding of a share of the Study, the parties agree that responsibility for management of the Study, including all aspects of the contract with the Consultant, rests with the City.
7. The parties understand and agree that the dollar amounts in Exhibit B are costs that shall not be exceeded as part of this contract. The percentages for cost allocation between the City and the DDA for each work item identified in Exhibit B are agreed to between the parties and cannot be changed except by Amendment to this Agreement.
8. In the event a claim is brought against the City and/or the DDA by the Consultant and/or its consulting team arising out of work on the Study, costs incurred by the City in defending or resolving such claims shall be considered Study costs and will be funded in the same manner and proportion as the work to which the claim pertains. Any change order that results from a claim shall be funded as provided in Paragraph 7.
9. Each of the persons signing this Agreement represents and warrants that he or she has authority to sign this Agreement on behalf of the City of Ann Arbor or the Ann Arbor Downtown Development Authority respectively.

CITY OF ANN ARBOR, a Michigan
municipal corporation

ANN ARBOR DOWNTOWN
DEVELOPMENT AUTHORITY, a public
corporation

By: _____
Christopher Taylor, Mayor

By: _____
Maura Thomson, DDA Executive Director

By: _____
Jacqueline Beaudry, City Clerk

By: _____
Amber Miller, Capital Projects Manager

Approved as to substance:

Milton Dohoney Jr., City Administrator

Jordan Roberts, Public Services Area Administrator

Approved as to form:

Atleen Kaur, City Attorney

EXHIBIT A
Scope of the North Main Street Transportation Study

Attached as Exhibit A is the Scope of Services for the North Main Street Transportation Study.

EXHIBIT B
Estimated Costs and Cost Allocations

Attached as Exhibit B are the cost summary and funding responsibilities for the Project.

	Estimated Costs and Contribution Breakdown by Agency	
City of Ann Arbor	\$342,000	57%
Ann Arbor Downtown Development Authority	\$257,871	43%
Total	\$599,871	100%