

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 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 establishing the rights and obligations of the parties relative to the North Main Street Transportation Study (“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, after receiving proposals in response to RFP 25-08 and consultation with the DDA, the City entered into a professional services agreement with Transportation Engineering Design, DPC (an affiliate of Toole Design Group, LLC) (“Consultant”) dated 8-2-2025 (A2-0006100) to perform the Study as outlined in the Consultant work plan, Exhibit A (the “Professional Services Agreement”);

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

Whereas, the City and the DDA have reached an understanding with each other regarding their respective responsibilities for completion of the Study and 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. Subject to DDA input, the City shall undertake and complete, or have the Consultant complete, the Study in accordance with the Professional Services Agreement, which is incorporated into this Agreement by reference.
2. The City shall contractually require the Consultant to indemnify and defend the DDA for and from all claims or lawsuits by third parties arising from or related to the Consultant’s work or the Study and shall require the Consultant to add the DDA as an additional insured on Consultant’s insurance to the same extent as the City. In addition, the DDA shall be named as a third-party beneficiary to the Professional Services Agreement.
3. In consideration of the DDA being named a third-party beneficiary to the Professional Services Agreement, the DDA releases the City from any claims regarding work performed by the Consultant on the Study, and the DDA shall raise any such claims directly with the Consultant.

This release does not apply to other claims the DDA might have arising from or related to the Professional Services Agreement or Study.

4. The DDA shall reimburse the City, in the amounts or proportions stated in Exhibit B, for the amounts contractually-owed and paid by the City to the Consultant pursuant to the Professional Services Agreement. The DDA is responsible for funding its identified share of the Study costs as consistent with Exhibit B which sets forth the estimated the Study costs at \$599,871 of which the DDA will pay 43% or \$257,871. The City may invoice the DDA for those and all other amounts owed under this Agreement no more frequently than monthly. The DDA shall pay amounts properly invoiced within 30 days of receipt of the invoice.

5. The DDA and the City agree that while the amounts set forth in Exhibit B are the currently estimated costs and that the actual costs may vary, and that their respective responsibilities to fund, pay for, or reimburse Study costs under this Agreement relates to actual Study costs.

6. The City shall not agree to any amendment or change order over \$10,000 (per amendment or change order) to the Professional Services Agreement, unless the DDA first agrees in writing. The DDA shall reimburse the City for its portion of any monies contractually-owed to the Consultant based upon final invoices.

7. The DDA agrees to and will support the City and Consultant in their efforts to complete the Study and necessary related work.

8. Notwithstanding the DDA's funding of a share of the Study, the parties agree that responsibility for administration and management of the Consultant and Study, including all aspects of the Professional Services Agreement with the Consultant, rests with the City. Nothing in this Agreement shall be construed to obligate the DDA to complete or have completed the Study or to administer or manage the Professional Services Agreement.

9. In the event a claim is brought against the City and/or the DDA by the Consultant and/or others 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 set forth in Exhibit B. Any amendment, change order, agreement, or resolution that results from a claim shall be funded according to the percentages set forth in Exhibit B.

10. The parties agree to mutually cooperate with one another in good faith to effectuate the intent and purposes of this Agreement and to avoid unduly hindering one another in connection with the performance and completion of the Study.

11. This Agreement may be amended and/or supplemented by written agreement of signed by both parties.

12. Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity

without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties or circumstances.

13. The parties agree that signatures on this Agreement may be delivered electronically or by facsimile in lieu of a physical signature and agree to treat electronic or facsimile signatures as binding.

14. Each person signing this Agreement represents and warrants that he or she has authority to sign it on behalf of the DDA or the City, respectively.

15. This Agreement will become effective when all parties have signed it, and the effective date of this Agreement will be the date this Agreement is signed by the last party to sign it.

CITY OF ANN ARBOR, a Michigan
municipal corporation

ANN ARBOR DOWNTOWN
DEVELOPMENT AUTHORITY,
a Michigan public corporation

By: _____
Milton Dohoney Jr, City Administrator

By: _____
Maura Thomson, DDA Executive
Director

Date: _____

Date: _____

By: _____
Jordan Roberts, Public Services Area
Administrator

By: _____
Amber Miller, Capital Projects Manager

Approved as to form:

By: _____
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 Study.

	Estimated Study 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%