

Resolution 17/2014

Execution of Agreement Between
Ann Arbor Area Transportation Authority
And
Charter Township of Ypsilanti, Michigan

Whereas, the Charter Township of Ypsilanti (Ypsilanti Township) became a member of the Ann Arbor Area Transportation Authority (AAATA) in 2013; and

Whereas, it is deemed in the public interest to formally outline the operational relationship between Ypsilanti Township and the AAATA; and

Whereas, Ypsilanti Township agrees to directly remit dedicated transportation funds directly to AAATA;

NOW THEREFORE BE IT RESOLVED, that the Ann Arbor Area Transportation Authority Board of Directors approves and accepts the terms of the Transportation Funding Agreement by and between the Charter Township of Ypsilanti and the Ann Arbor Area Transportation Authority.

Charles Griffith, Chair

Anya Dale, Secretary

February 20, 2014

February 20, 2014

Transportation Funding Agreement

By and Between the Charter Township of Ypsilanti and the
Ann Arbor Area Transportation Authority

This Transportation Funding Agreement is entered into and made this ___ day of _____, 2014, by and between the Charter Township of Ypsilanti, a Michigan home-rule Township located in the County of Washtenaw, State of Michigan (hereinafter "Township") and the Ann Arbor Area Transportation Authority, a legal authority created under Act 55 of 1963 (hereinafter "AAATA").

WITNESSETH:

Whereas, the AAATA and its predecessor authority, the Ann Arbor Transportation Authority or AATA, furnished surface transportation to the Ann Arbor area beginning in the year 1968; and

Whereas, the original AAATA member (then AATA) was the City of Ann Arbor; and

Whereas, the AAATA furnished bus service to the Township since 1983 annual Purchase of Service Contracts; and

Whereas, the Charter Township of Ypsilanti residents, expressed interest in expanding transit services through public meeting input, emails, and postcards; and

Whereas, bus service in the Charter Township of Ypsilanti can be improved to more efficiently meet the transportation needs of the Township residents by increasing the frequency and hours of current operations, as demonstrated by a 30 percent ridership increase on AAATA Route 4 and further expanded urban core bus service improvements such as an additional route to service the Ypsilanti District Library and residents in the southern part of Ypsilanti Township, increased frequency and hours on routes in the north, west, and east parts of Ypsilanti Township, a new Park and Ride lot and the institution on Ypsilanti Township Dial-A-Ride Service for all Ypsilanti Township seniors and disabled are needed and identified as a part of the future Urban Core Transit expansion plan; and

Whereas, the Township is willing to dedicate funds equal to the cost of providing services represented in the current Purchase of Service Agreements and any future Urban Core transit expansion program elements which shall be agreed to by both parties in a written contract prior to the expansion of any transit routes which are not otherwise covered by an Authority wide millage; and

Whereas, the Township requested membership to the AAATA in 2013 and Authority approved membership in 2013; and

Whereas, it is deemed in the public interest to formally outline the operational relationship between the Township and the AAATA;

Now, therefore, the Township and the AAATA hereby agree as follows:

1. Service Agency. The Township recognizes the AAATA as the operating agency to provide mass transportation service to the public. These services shall include surface bus and any other form of transportation the AAATA may decide to render in accordance with the AAATA Articles of Incorporation.
2. Revenue. For services provided, the Township agrees to dedicate and transfer the full amount of revenue necessary to pay for current services supplied to the Township by the Authority per the Township Resolution of 2013 requesting membership to the Authority. However, in the event an Authority wide millage is approved by the voters, the Township will no longer transfer funds from its General Fund to provide transit services but instead will transfer all revenue to the Authority from the approved millage that is levied in the Township which revenue will be used to pay for the transit services provided to the Township under its contract with the Authority. The revenue will be transferred to the AAATA in monthly installments based on the invoicing sent monthly by the Authority. The payments shall continue in each year that the Charter Township remains a member of AAATA, and that AAATA furnishes transportation services to the Township.
3. Budget. The AAATA will submit to the Township Board each year its proposed budget for the ensuing fiscal year. The Board may submit its recommendations or comments in writing to the AAATA within four weeks of receipt of the proposed budget by Board.
4. Audit. The AAATA will prepare and submit the results of a yearly audit of its finances by a certified public accountant to the Township Board and the public.
5. Major Policy. On major, long-term decisions dealing with public policy actions concerning transportation services, whether or not they represent financial expenditures, the AAATA will apprise the Township Board and solicit its advice prior to making the decision.
6. Reporting. To ensure that the Board is kept apprised of the AAATA's activities, the AAATA will submit to the Board, at least quarterly, a written report indicating its activities. This report will include such key elements as levels of ridership, budget variations, and other service level information.

7. Good Relations. Both the Township and the AAATA recognize their obligation as public bodies to exist harmoniously for the public good. To the extent it is possible, disputes arising out of this agreement, including but not limited to matters concerning expansion, reduction or alteration of service, and the financial implications thereof, are to be resolved through discussions and negotiations by the two bodies.
8. Term. This agreement shall remain in force until mutually terminated or amended.

The foregoing agreement was adopted by an affirmative vote of the majority of the members elect of the Township Council of the Charter Township of Ypsilanti, Washtenaw County, Michigan, at a meeting duly held on the 21st day of January, 2014.

**CHARTER TOWNSHIP OF
YPSILANTI**

By: Brenda Stumbo
Brenda Stumbo, Supervisor

By: Karen Lovejoy Roe
Karen Lovejoy Roe, Township Clerk

The foregoing agreement adopted by an affirmative vote of the majority of the Board of Directors of the Ann Arbor Area Transportation Authority (AAATA), at a meeting duly held on the _____ day of _____, 2014

AAATA

By: _____
Charles Griffith, Chair

By: _____
Anya Dale, Secretary

Approved as to form:

By: William Douglas Winters
William Douglas Winters, Ypsilanti Township Attorney

By: _____
Jerold Lax, AAATA Counsel