

GETDOWNTOWN AGREEMENT

THIS AGREEMENT is entered into as of Jan 1, 2013, between the ANN ARBOR TRANSPORTATION AUTHORITY ("AATA"), with offices at 2700 South Industrial Highway, Ann Arbor, Michigan; the CITY OF ANN ARBOR ("City"), with offices at 301 E. Huron Street, Ann Arbor, Michigan; and the ANN ARBOR DOWNTOWN DEVELOPMENT AUTHORITY ("DDA"), with offices at 150 South Fifth Avenue, Suite 301, Ann Arbor, Michigan.

In furtherance of the parties joint goal of encouraging individuals and businesses to reduce automobile trips into the downtown area of Ann Arbor through the greater use of public transportation, bicycling, walking, carpooling, and other alternatives to automobile travel and the desire to maintain the "getDowntown" Program under the management of AATA as a means of addressing the stated goal, the parties agree to the following terms and conditions:

1. The Chief Executive Officer of the AATA, the City Administrator, and the Executive Director of the DDA each shall designate an individual or individuals to serve on the getDowntown Program Committee. The functions of the Committee shall be to: a) develop a budget for the "getDowntown" Program, which is acceptable to all of the parties to this Agreement; b) monitor expenditure of Program funds; and c) provide advice to AATA on the operation of the Program.
2. The term of this Agreement shall be January 1, 2013 – December 31, 2013.
3. During the term of the Program, the AATA, the City and the DDA shall tender the following total amounts for the operating costs of program to the AATA:

getDowntown Program Operating Budget Funding Allocation	
Funding Period	Jan. 1 2013- Dec. 31, 2013
AATA	\$208,755
City of Ann Arbor	\$7,900
DDA	\$64,488

These operating costs will be used to administer and market the services of the Program and to administer and market Program events.

Application of the Program funds shall be pursuant to a budget as approved by the Program Committee. Any line item shift up to 10% of a change in the budget does not need to be approved by the Program Committee. The Program Committee shall be informed of such change as soon as possible following a shift in the line item.

The Program Committee shall establish such other administrative and financial controls and procedures as it deems reasonable and appropriate.

The AATA shall provide reports regarding the application of funds to the other parties no less than quarterly. The getDowntown Program Director will provide reports to the Program Committee not less frequently than quarterly. All financial records related to the getDowntown Program in the possession or under the control of the AATA shall be available at all reasonable times for inspection by the parties to this agreement.

4. The AATA shall employ a getDowntown Program Director (“Director”) to administer the Program and other staff as approved by the Program Committee and AATA. The Program Staff shall be employed pursuant to a written employment contract with the AATA.

The employment agreement shall provide that the employment is to be on an at-will basis and that the Program Staff shall be employees of the AATA and not of any of the other parties here. The AATA shall be responsible for the administration of all labor, fringe benefits, taxes and insurance costs for the position and comply with all applicable employer obligations under applicable federal, state and local laws, ordinances and regulations; provided, that the AATA may extend or withhold benefits and privileges to the Program Staff which it affords its regular employees in its sole discretion.

All direction and supervision of Program Staff shall be by the AATA. No action by the Program Staff shall be binding upon, or necessarily constitute an expression of the policy of, the City of Ann Arbor or the Ann Arbor Downtown Development Authority or their respective officials, employees, agent, successors or assigns.

5. This Agreement is subject to termination by any party upon at least thirty (30) days notice prior to the end of the then-current contract year.
6. Any party may withdraw from this agreement upon providing 30 days’ notice to the other parties, and the other parties, upon receipt of such notice, shall determine whether the agreement will continue and, if so, how the program will be administered and financed. A withdrawing party shall be repaid the portion of funds it has contributed which are reasonably attributable to the remainder of the contract period

ENTERED INTO effective the day and year first above written.

ANN ARBOR TRANSPORTATION AUTHORITY




By: Michael Ford, Chief Executive Officer

**ANN ARBOR DOWNTOWN DEVELOPMENT
AUTHORITY**



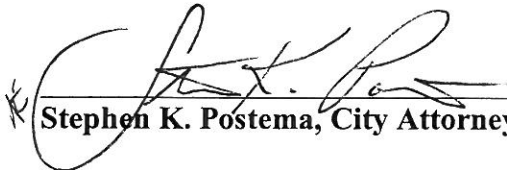
By: Susan Pollay, Executive Director

CITY OF ANN ARBOR

By: Steven D. Powers, City Administrator

Approved as to form:



Stephen K. Postema, City Attorney