

PURCHASE OF SERVICE AGREEMENT

THE ANN ARBOR AREA TRANSPORTATION AUTHORITY (hereinafter referred to as "Authority"), 2700 South Industrial Highway, Ann Arbor, Michigan 48104, and Pittsfield Township, (hereinafter referred to as "Purchaser"), 6201 West Michigan Avenue, Ann Arbor, Michigan 48108, in consideration of the mutual promises contained herein, do hereby agree as follows:

1. TERM

The term of this Agreement is for the period, January 1, 2021 through December 31, 2021.

2. SERVICE PROVIDED

2.1 The Authority will provide public transit service according to the map(s) and schedule(s) included as Exhibit #1. As part of an overall pandemic response plan, the Authority is currently operating its services based on an interim service plan and the level of service is expected to increase to the pre-pandemic level by August 2021. Said route(s) and schedule(s) may be modified by the Authority, at its discretion, for reasons including but not limited to those set forth in Section 4 below, subject to the procedures set forth in the Policy for Public Input on Service and Fare Changes attached hereto as Exhibit #3.

2.2 The Authority will supply the Purchaser with quarterly service reports that will include boarding information for fixed route and demand responsive vehicles.

3. DESIGNATED REPRESENTATIVES

The Purchaser agrees to designate a representative as its agent to work in cooperation with designated representatives for the Authority, overseeing the conduct of this service, modifications thereto and evaluation thereof. Nothing herein will be construed to limit the legal powers of the Authority or of the governing body of any governmental unit.

4. FINANCIAL MANAGEMENT

4.1 Payments by Purchaser

Per the request of Pittsfield Township, the Authority recalculated all of the costs to align with the remaining months of the current Pittsfield fiscal year. The calculation of costs is included as Exhibit #2.

Jan 1 2021- Dec 31, 2021	<u>\$ 556,246.80</u>
Total obligation	\$ 556,246.80

The total costs are calculated based on the proposed service restoration timelines.

Purchaser agrees to pay this amount in equal monthly payments. The Authority will submit invoices to the Purchaser monthly, on or about the first day of each month. The Authority will refund to the Purchaser any overpayment resulting from a reduction in service.

4.2 Financial Assumptions, Power of Authority to Modify Services

It is expressly understood by the parties that the charges to the Purchaser are based on the Authority's Annual Operating Budget including the projected level of expenses and revenues necessary to implement the Annual Service Plan. The annual service hours and expenses and the calculation of the projected revenues to meet these fixed-route and demand-response expenses are attached as Exhibit #2. In the event that variances in costs or revenues render it impossible, in the reasonable judgment of the Authority, to provide the number of service hours at the local costs indicated in Exhibit #2 without undue financial loss, the parties will renegotiate such hours and charges.

4.3 Mutual Cooperation Among Governmental Units

It is further understood and agreed that the other governmental units or entities have entered or are expected to enter into similar contracts with the Authority. Transit services covered by this and other contracts are interdependent such that if any purchaser breaches its contract, fails to enter into a contract, or terminates its agreement, the Authority may modify, reduce, or cancel routes or hours of service covered under this Agreement subject to the procedures contained in Exhibit #3.

4.4 Fares

It is expressly understood that determination of fare levels and all policies relating to fare collection and administration will be the responsibility of the Authority and may be modified during this agreement subject to the procedures contained in Exhibit #3.

5. EQUIPMENT

The Authority will provide all hardware and vehicles necessary for the service to be rendered hereunder, will maintain said equipment and will retain ownership of said equipment.

6. PERSONNEL

The Authority will provide the personnel necessary to fulfill its obligation hereunder, and retains complete authority in hiring, regulation and termination of said personnel. The Authority agrees to compensate all personnel working under this agreement in accordance with the Purchaser's Living Wage Ordinance, and the Authority's Living Wage policy.

7. INDEMNIFICATION

The Authority will indemnify Purchaser and hold Purchaser harmless from all claims, suits, actions and damages resulting from operation of vehicles conducted by the Authority under this Agreement except to the extent that such damages are caused by the Purchaser. It is not the intent of the Authority to waive any governmental immunity otherwise available to it. Purchaser, subject to any governmental immunity available to it and only to the extent allowed by applicable law, will be responsible for all claims, suits, actions, and damages caused by its officers, agents, or employees except to the extent caused by the Authority.

8. ASSIGNMENT

This Agreement will not be assigned by either party without the written consent of the other. The Authority certifies that it is not an Iran linked business as defined by the Michigan Iran Economic Sanctions Act.

9. EXTENSION

It is the intent of the parties to engage in this service for a period longer than that cited in Paragraph 1, providing that the service is satisfactory to the parties. Therefore, the parties agree that this Contract shall be extended for successive periods of one year each unless a party notifies the other of its intent not to renew no less than 90 days before the end of the prior period, the same terms and conditions provided, however, that Exhibit #2 and the terms set forth in Paragraph 4 will be renegotiated. In the event that the parties fail to reach agreement on any or all of these items, then this extension will be null and void and of no effect.

10. TERMINATION

Either party may cancel its participation in this agreement or terminate any services provided under this agreement at any time without further liability upon providing 120 days-notice in writing to the other party of intent to cancel.

11. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this Contract, the Authority will not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, age, or national origin, other than as a bona fide occupational qualification. The Authority represents that it has taken and will continue to take affirmative actions to ensure that applicants are selected, and that employees are treated during their employment, without regard to their race, religion, color, sex, handicap, age or national origin.

12. MODIFICATION OF AGREEMENT

This contract may be modified in writing by mutual agreement of the parties.

13. EVIDENCE OF INSURANCE

The Authority shall obtain and maintain during the term of this Agreement the following insurance:

- a. Workers Compensation insurance with Michigan statutory limits and employers liability insurance with minimum limits of \$500,000 each accident.
- b. Public liability insurance with limits of no less than \$1,000,000 each occurrence and aggregate for bodily injury and property damage, as well as an umbrella policy with limits no less than \$5,000,000. The Purchaser is named as additional insured as respects general liability claims resulting from the operation of the Ann Arbor Transportation Authority. The policy of insurance must be current and must be accompanied by a statement, which indicates that the policy shall not be canceled, without at least sixty (60) days prior notification to the Purchaser, of such cancellation.

- c. Automobile liability insurance covering all owned, hired and non-owned vehicles, with personal protection insurance and property protection insurance to comply with the provisions of the Michigan No-Fault Insurance law, including residual liability insurance with minimum limits of \$1,000,000 combined single limits bodily injury and/or property damage each accident. The policy of insurance must be current and must be accompanied by a statement, which indicates that the policy shall not be canceled, without at least sixty (60) days prior notification to the Purchaser, of such cancellation.

Executed in duplicate this _____ day of _____, 2020.

ANN ARBOR AREA
TRANSPORTATION AUTHORITY

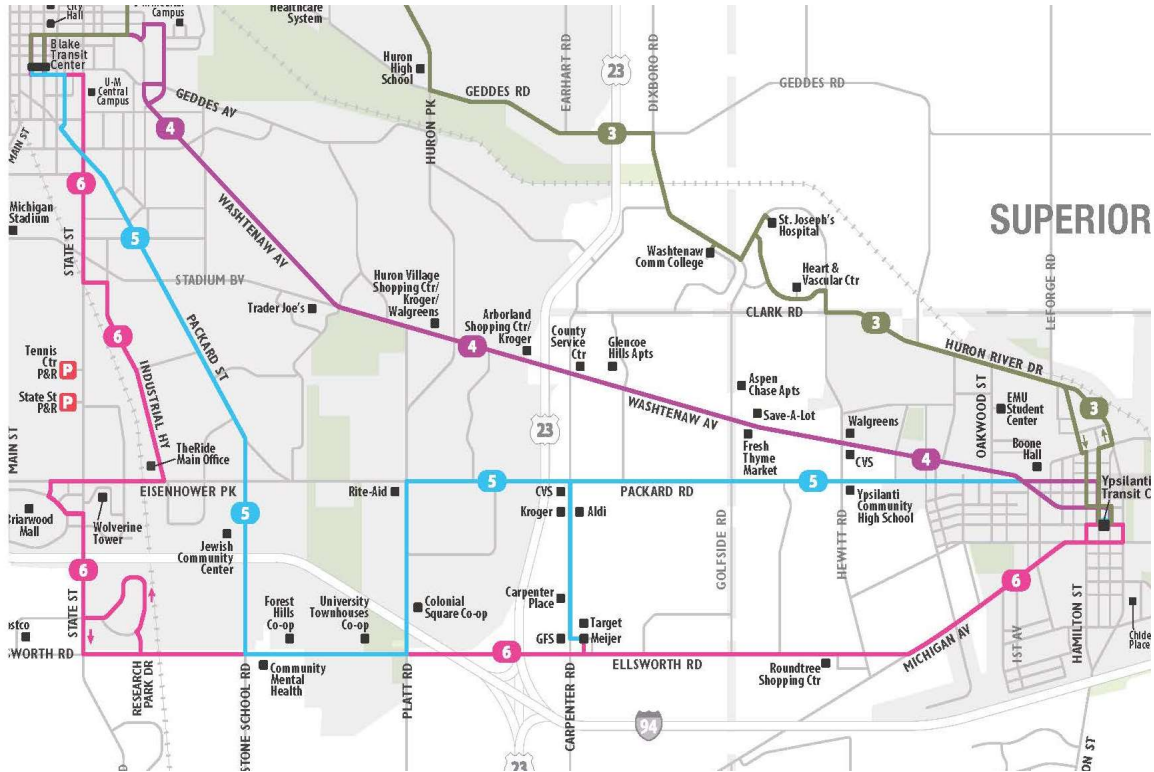
PITTSFIELD TOWNSHIP

Matt Carpenter
Chief Executive Officer

Pittsfield Township

Exhibit# 1

Service Map and Schedule – Routes 4, 5, and 6



Route 4

7 days a week

Weekdays: every 15 minutes

Weekends: every 30 minutes

Route 5

7 days a week

every 30 minutes

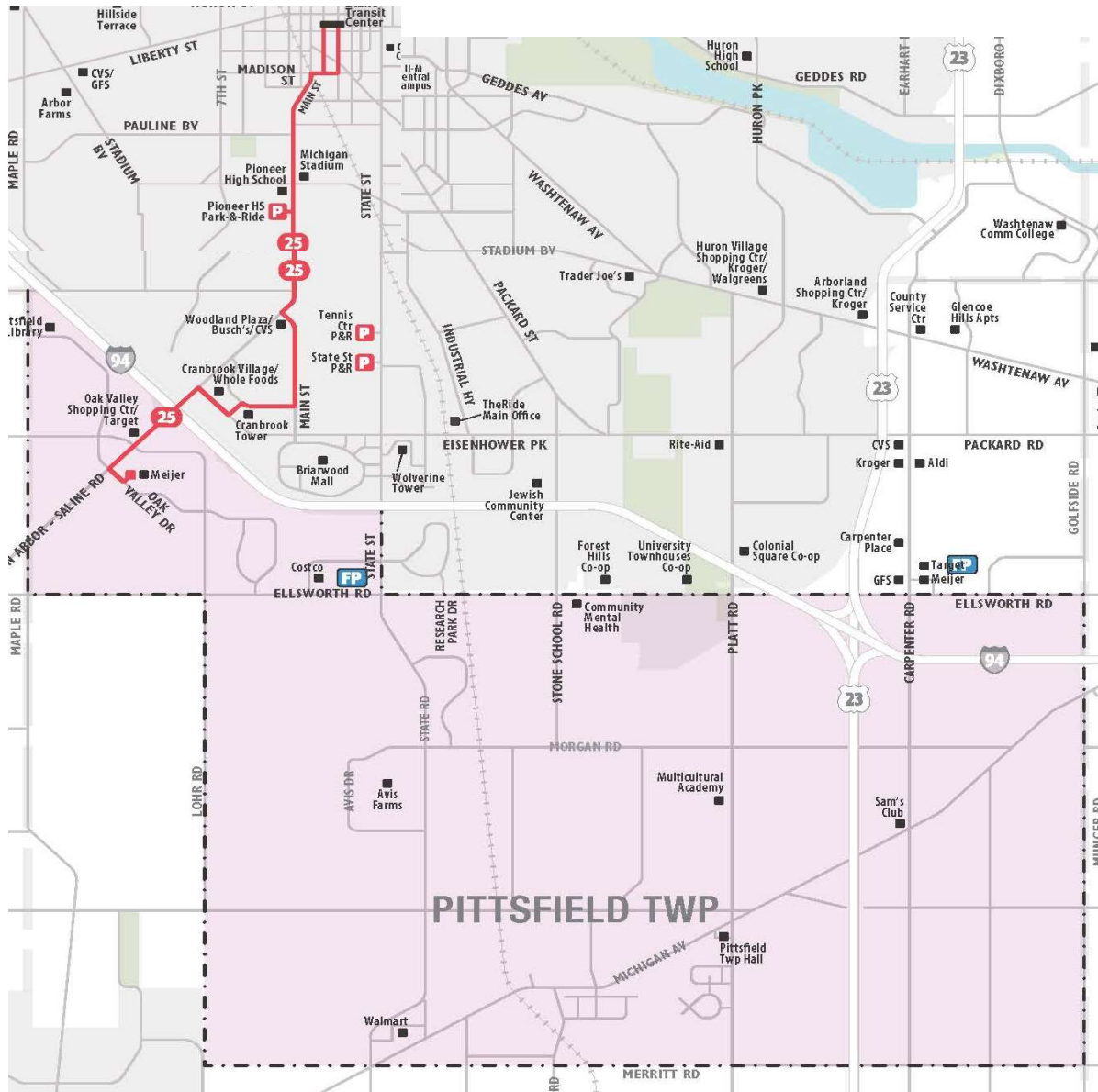
Route 6

7 days a week

Weekdays 6-9am and 3:30-7:00pm: every 15 minutes

Otherwise: every 30 minutes

Service Map and Schedule – Routes 24, 25, 27, 66 and FlexRide



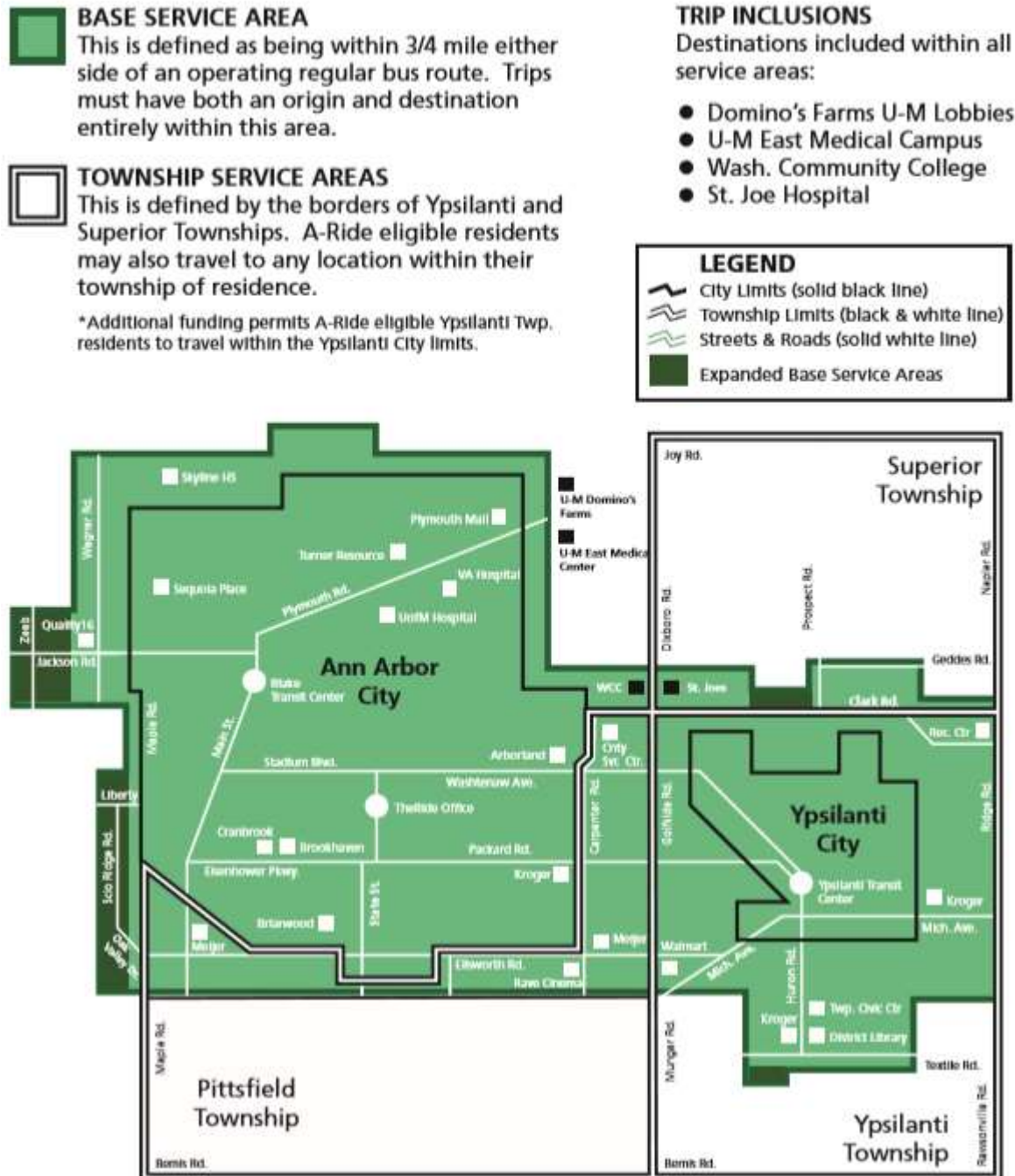
Route 25:
7 days a week
every 30 minutes

Route 24, 27, 66
Temporarily suspended and expected to be restored by August 2021

FlexRide
Monday – Friday
6:00am – 9:15pm

Service Map – ARide

ADA (Base Area) is defined as the $\frac{3}{4}$ mile either side of a operating bus route. The Township Area includes all of Pittsfield Township. The ADA Area allows ARide users to travel within the ADA area and to Ann Arbor, or along other operating bus route areas. The Township service allows ARide users to travel within the Township and the City of Ann Arbor with additional inclusions of St. Joseph Hospital, and U of M East Medical Center, and Dominos Farms.



Exhibit# 2

The below chart illustrates the costs for service for the term of the contract. The budgeted numbers below were calculated based on Pittsfield's 2021 Fiscal Year ending on December 31, 2021.

	<u>Jan 1, 2021 - Dec 31, 2021</u>
Fixed-Route	\$167,050.67
FlexRide	\$153,650.25
Demand Response (A-Ride)	\$150,694.67
Total of Services	\$471,395.59
Capital Costs	\$84,851.21
Grand Total	\$556,246.80

Exhibit #3

Ann Arbor Transportation Authority

Public Input Policy for Service and Fare Changes

This policy supersedes the previous policy which was most recently revised in July, 2009.

The intention of this policy is to listen to and act on public input before the AATA makes a decision to change service or fares with the following goals:

1. To inform riders and others affected by a proposed change;
2. To provide affected people with opportunities to ask questions, and understand the reasons why changes are being proposed;
3. To provide AATA with a better understanding of how riders use service and the effects of a proposed change;
4. To encourage affected people to state objections to proposed changes and make suggestions for revisions;
5. To provide AATA with the opportunity to revise proposed changes based on public input to reduce negative effects.

The methods and level of effort to accomplish these goals depends on the size of the proposed change and the number of people affected.

Types of Service Changes

Major Service Change

- Change affecting more than 25% of riders of a route, or
- Change affecting more than 25% of the miles of a route, or
- Change on multiple routes affecting more than 10% of riders or route miles of overall fixed-route service.

Minor Service Change

- A change which is less than a major service change, but exceeds the threshold of a service adjustment, as defined below.

Service Adjustment

- Adjusting timepoints along a route by 5 minutes or less with no effect on coordinated transfers, or
- Change(s) in routing affecting a total of less than 100 daily riders.

Types of Fare Change

Major Fare Change

- Change in the base fare (i.e. full adult cash fare)
- Any change affecting the fare of more than 10% of fare-paying riders (i.e. not including riders whose fare is paid by a third party such as an employer or university)

Minor Fare Change

- Any change in fare which is less than the threshold for a major fare change

Notification of Proposed Changes

People must first know about proposed changes in order to have the opportunity to provide input. The public input period is a minimum of 30 days. The notification methods to be used include the following:

- MyRide email subscription. AATA riders subscribe to MyRide to receive information on specific routes. This provides a unique opportunity to inform them of any change which is proposed for their route, and how to provide input.
- RideLines – RideLines is AATA's printed brochure designed to provide information on service, events, and other news. Copies of RideLines are available on AATA buses, transit centers, libraries and other community outlets. A complete description of proposed changes and how to provide input are included in RideLines.
- AATA Website. The AATA website provides multiple opportunities to provide notification. Notice of proposed changes appear on the front page and in a section for rider notices. In addition, for service changes, visitors to the website who access the schedule or real-time information for a specific route are informed of proposed changes to the route, and for fare changes, riders who access fare information are informed of the proposed changes.
- Social Media. AATA regularly participates in social media such as Facebook and Twitter. Social media are used to get the word out about proposed changes and direct people to sources of complete information and how to provide input.
- Bus Stop Notices – AATA posts notices at bus stops which would be affected by proposed changes. This is particularly useful for service adjustments which affect only a small number of bus stops.
- Press Releases – AATA issues a press release for all proposed major service changes and major fare changes which describe the proposed change and how to provide input. Press releases are distributed to all media outlets including those minority and non-English publications. Notification is also sent to more than 50 organizations including those serving housing, educational, civic, and social services, and senior, disabled, minority, and non-English speaking persons.
- Individual Notice – AATA evaluates locations affected by a proposed change and provides individual notice to significant generators such as high schools and colleges, senior citizen housing, apartment complexes, libraries, government offices, recreation centers and shopping centers.

All of these methods would be used for major service changes and major fare changes. For minor service and fare changes and service adjustments, the methods used will be tailored to the scale of the proposed change. In addition, paid media may be used for some proposed changes.

Opportunities for Public Input

AATA's intention is to make it possible for people to choose how they wish to provide input and whether they want to only comment or whether they desire a response or to engage in a conversation. As part of the notification methods above, people are provided with several possibilities for making comments and asking questions including:

- E-Mail – E-Mail goes to a mailbox set up specifically to receive input. E-mail has been the most frequently used method.
- Telephone – A hotline is set up to receive comments with a callback by AATA staff upon request.
- Written – Letters provide a means for more formal communication.
- Social Media – Facebook, Twitter, and other media will be used.
- Face-to-Face – At meetings and by appointment. For major service changes and fare changes, meetings are provided at multiple times and locations, with an emphasis on meeting locations in the area(s) affected by the proposed change. Meetings are typically scheduled as drop-in sessions for a 2-5 hour period to permit people to attend at their convenience and to encourage dialogue.

Whatever method is used, AATA staff provides a response to all comments except those that request to not receive a response. The nature of AATA's response depends on the comments. AATA answers questions, explains the rationale for the aspects of the proposed change that is the subject of the comments, and replies to suggestions. In some cases, AATA's response includes questions to make sure staff understands the input and suggestions. In many cases, input and response is a dialogue, rather than a single communication.

In addition, public time is provided at all meetings of the AATA Board of Directors. For major service changes and fare changes, a specific opportunity will be provided on the agenda at the Board meeting that takes place during the public input period. While an opportunity for dialogue is not available at these meetings, staff follows up with people who comment about proposed service and fare changes.

Use of Public Input

During the public input period, AATA staff, led by the Manager of Service Development, considers the input that is being received. Depending on both the quantity as well as the specific concerns that are raised, potential alternatives may be developed.

At the end of the public input period, the input is compiled. Recommended service or fare changes are developed taking into consideration the public input. The public input summary is provided to the decision makers along with the recommended changes.

For minor service changes and service adjustments, the CEO makes the final decision on implementation of the recommended changes. Major service changes and all fare changes are adopted by the AATA Board of Directors. Board meetings are open to the public and include a public comment period at the beginning of the meeting specifically for items on the agenda.

Revised Procedures for Exceptional Circumstances

Under exceptional circumstances which require a service change or fare change to be adopted and implemented on short notice, the procedures above may be altered to the extent necessary. However, at a minimum, the public will be afforded an opportunity to be heard at the AATA Board meeting at which any action is taken and a notice of the proposed change with the date and time of the Board meeting will be published on the AATA website before the Board meeting. [NOTE: Such exceptional circumstances have never arisen in the past.]

Adopted by AATA Board of Directors - November 2011