



MEMORANDUM OF UNDERSTANDING

This agreement is entered into this _____ day of _____, 2024 by and between the Capital Region Transportation Council, 1 Park Place, Suite 101, Albany New York 12205 and Town of Halfmoon, 2 Halfmoon Town Plaza, Halfmoon NY 12065.

WITNESSETH

WHEREAS, the Town of Halfmoon (hereafter referred to as the "Town"), in partnership with the Town of Clifton Park and Saratoga County, has requested funds from the Capital Region Transportation Council (hereafter referred to as the "Transportation Council"), the Metropolitan Planning Organization for the Capital Region, through its 2024-2025 Unified Planning Work Program for the Halfmoon/Clifton Park County Route 109 Corridor Study (hereafter referred to as the "Study");

WHEREAS, the Transportation Council approved the Study in its 2024-2025 Unified Planning Work Program;

WHEREAS, the approved cost for consultant services related to the Study is \$150,000, \$120,000 of which will be paid for by Federal Transportation Planning Funds.

WHEREAS, Saratoga County will provide \$15,000, the Town of Halfmoon will provide \$7,500, and the Town of Clifton Park will provide \$7,500 in cash match for the Study;

WHEREAS, the Transportation Council expects the Study to be completed within eighteen (18) months of the date of consultant contract execution;

WHEREAS, the following milestones will apply to complete the Study:

1. Execute this Memorandum of Understanding with the Transportation Council no later than September 30, 2024.
2. Within six (6) months of the date of the fully executed Memorandum of Understanding, select a consultant.
3. Hold a study kick-off meeting within two (2) months of consultant contract execution.

WHEREAS, the parties will jointly guide the consultant with the assistance of a Study Advisory Committee that will include, at a minimum, one staff member of the Transportation Council;

WHEREAS, the parties will jointly assume ownership of all draft and final products including graphics, data, reports, etc. related to the Study;

WHEREAS, the parties desire to set forth the rights and responsibilities in facilitating the Study;

NOW, THEREFORE, parties hereby agree to the following:

1. The Transportation Council will be responsible for:
 - a. Aiding the Town in developing a detailed scope of work for the Study.
 - b. Drafting a detailed Request for Expression of Interest for the Study and advertising the Study in the New York State Contract Reporter, on the Transportation Council website, and on the New York State Association of Metropolitan Planning Organizations website.
 - c. Aiding the Town in selecting a consultant to perform the Study.
 - d. Documenting the consultant selection process and providing notification of the consultant selection or rejection.
 - e. Securing an executable agreement between the consultant and the Capital District Transportation Authority, the host agency of the Transportation Council.
 - f. Approving the membership of the Study Advisory Committee.
 - g. Attending all Study Advisory Committee or Study related meetings including the kick-off meeting, public meetings, and any other decision-making meeting.
 - h. Providing technical assistance.
 - i. Addressing all contracting issues including review of deliverables and payment to the consultant.
 - j. Invoicing the Town for its \$7,500 Local Cash Match, following execution of the consultant contract, due to the Transportation Council by December 1, 2024.
2. The Town will be responsible for:
 - a. Reviewing and following the Transportation Council's 2024-2025 Planning Study Administration and Procedures guidance document.
 - b. Working with the Transportation Council staff to complete the Study within eighteen (18) months of the date of consultant contract execution. If unforeseen delays arise, the Town will provide the Transportation Council with a written explanation.
 - c. Providing the Transportation Council with the \$7,500 cash match for the Study by December 1, 2024.
 - d. Following the Transportation Council guidelines regarding consultant selection.
 - e. Organizing and maintaining a Study Advisory Committee that will include at least one member of the Transportation Council's staff.
 - f. Including the Transportation Council and Study Advisory Committee in decisions related to meeting times and dates, public meeting dates and format, and any other Plan related decisions with the consultant.
 - g. Attending all Study Advisory Committee or Study related meetings including the kick-off meeting, public meetings, and any other decision-making meeting.
 - h. Providing technical assistance and reviewing products.
 - i. Informing the Transportation Council of any problems with the consultant.
 - j. Presenting the findings of the Study to the Transportation Council's Planning Committee, Advisory Committees and/or the Community Planners Forum.

The signatories affirm they are duly authorized by their governing bodies to execute this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on this ____ day of _____ 2024.

FOR THE CAPITAL REGION
TRANSPORTATION COUNCIL

FOR THE TOWN
OF HALFMOON

Executive Director

Supervisor