



BOARD OF COMMISSIONERS
1200 N. TELEGRAPH ROAD, 12E, PONTIAC, MI 48341, BOC COMMITTEE ROOM A

Oakland County Transit Ad Hoc Committee

Monday, October 28, 2024 11:00 AM

Brendan Johnson
Committee Chair

David T. Woodward
Committee Vice Chair

Minority Vice Chair

AGENDA

1. Call Meeting to Order
2. Roll Call
3. Pledge of Allegiance
4. Approval of Minutes
 - a. **dated September 3, 2024**
Item Category: Minutes
5. Approval of Agenda
6. Public Comment (three minutes max per speaker, related only to items on the agenda)
7. Communications
 - a. **Economic Development - Oakland County Transit Division - SMART Apr-June 2024 Quarterly Report**
8. Presentations
 - a. **Economic Development - Oakland County Transit Division - 2025 Transit Amendments**
Item Category: Presentation
Presenter: Eli Cooper
Action Required: Receive and File
9. Regular Agenda
 - a. **Economic Development - Oakland County Transit Division - Amendment 2025-1 with North Oakland Transportation Authority (NOTA) for Public Transit Services**
Item Category: Interlocal Agreement
Presenter: Eli Cooper
Action Required: Refer to Economic Development & Infrastructure Committee
 - b. **Economic Development - Oakland County Transit Division - Amendment 2025-1 with Western Oakland Transportation Authority (WOTA) for Public Transit Services**
Item Category: Interlocal Agreement
Presenter: Eli Cooper
Action Required: Refer to Economic Development & Infrastructure Committee
 - c. **Economic Development - Oakland County Transit Division - Amendment 2025-1 with People's Express (PEX) for Public Transit Services**
Item Category: Interlocal Agreement

Presenter: Eli Cooper

Action Required: Refer to Economic Development & Infrastructure Committee

d. **Economic Development - Oakland County Transit Division - Amendment 2025-1 with Rochester Hills-Oakland-Rochester Older Persons' Commission (OPC) for Public Transit Services**

Item Category: Interlocal Agreement

Presenter: Eli Cooper

Action Required: Refer to Economic Development & Infrastructure Committee

10. Public Comment (three minutes max per speaker, any topic)

11. Other Business/Adjournment

PUBLIC ACCESS INFORMATION

Updated Agenda: <https://oaklandcomi.portal.civicclerk.com/>

If you require special accommodations because of a disability, please contact the Board of Commissioners at (248) 858-0100 at least five (5) business days in advance of the meeting.



BOARD OF COMMISSIONERS

1200 N. Telegraph Road, Bldg. 12 East, Pontiac, MI 48341

Oakland County Transit Ad Hoc Committee

Brendan Johnson, Chair

September 3, 2024 at 11:00 AM

MINUTES

1. Call Meeting to Order

Chair Brendan Johnson called the meeting of the Oakland County Transit Ad Hoc Committee to order at 11:03 AM in the Pernick-Aaron Conference Room 1200 N. Telegraph Road, 12E, Pontiac, MI 48341.

2. Roll Call

MEMBERS PRESENT: Philip Weipert, Marcia Gershenson, David Woodward, Brendan Johnson (4)

MEMBERS ABSENT WITH NOTICE: Michael Gingell, Ajay Raman (2)

3. Pledge of Allegiance

Chair Brendan Johnson led the Committee in the recitation of the Pledge of Allegiance.

4. Approval of Minutes

a. Board of Commissioners - dated August 1, 2024

Philip Weipert moved **approval of the Minutes dated August 1, 2024, as presented**. Seconded by Marcia Gershenson.

Motion Passed.

Vote Summary (4-0-0)

Yes: David Woodward, Philip Weipert, Marcia Gershenson, Brendan Johnson

No: None

Abstain: None

5. Approval of Agenda

Marcia Gershenson moved **approval of the agenda, as presented**. Seconded by Philip Weipert.

Motion Passed.

Vote Summary (4-0-0)

Yes: David Woodward, Philip Weipert, Marcia Gershenson, Brendan Johnson

No: None

Abstain: None

6. Public Comment

None.

7. Communications

- a. **Board of Commissioners - Press Release SMART-ATU Contract**
- b. **Economic Development - Oakland County Transit Division - WOTA 2024 Summer Administrative Amendment**
- c. **Economic Development - Oakland County Transit Division - Local Provider Apr-June 2024 Quarterly Report**
Marcia Gershenson moved to **receive and file the attached Communications**.
Seconded by Philip Weipert.

Motion Passed.

Vote Summary (4-0-0)

Yes: David Woodward, Philip Weipert, Marcia Gershenson, Brendan Johnson

No: None

Abstain: None

8. Presentations

9. Regular Agenda

- a. **Economic Development - Oakland County Transit Division - Access to Transit Program**
Marcia Gershenson moved to **refer to the Economic Development & Infrastructure Committee the attached suggested resolution**. Seconded by Philip Weipert.

Motion Passed.

Vote Summary (4-0-0)

Yes: David Woodward, Philip Weipert, Marcia Gershenson, Brendan Johnson

No: None

Abstain: None

- b. **Economic Development - Oakland County Transit Division - Amendment 2024-3 to North Oakland Transportation Authority (NOTA) Interlocal Agreement for Expanded Services**
Philip Weipert moved to **refer to the Economic Development & Infrastructure Committee the attached suggested resolution**. Seconded by Marcia Gershenson.

Motion Passed.

Vote Summary (4-0-0)

Yes: David Woodward, Philip Weipert, Marcia Gershenson, Brendan Johnson

No: None

Abstain: None

10. Public Comment

None.

11. Other Business/Adjournment

Commissioners' Comments:

Speakers

Marcia Gershenson

Brendan Johnson

The meeting adjourned at 12:21 PM.

NOTE: The foregoing minutes are subject to Committee approval.

To Economic Development and Infrastructure Committee
 From Eli Cooper, Manager, Transit Division
 Date October 18, 2024
 Re April-June 2024 Performance Report – SMART

The Oakland County Transit Division within the Department of Economic Development acts as the administrator for the Public Transportation Service Agreements with the transit providers and respectfully submits this quarterly report to the Transit Ad Hoc Committee and the Economic Development and Infrastructure Committee. The report includes information prepared by SMART on ridership, expenses, and other relevant service deliverables. Attached are the quarterly Performance Audit and Reports and the Unaudited Quarterly Financial Statement submitted by SMART. Please note that the reports include **systemwide** statistics, not information limited to Oakland County. Please also note that SMART uses the July-June fiscal year, so the April-June quarter is named the “**4th quarter**” in SMART’s reporting despite being the 2nd quarter for County reporting purposes.

Two new metrics that measure reliability have been added to SMART’s Transit Provider Summary in Table 1 below: on-time performance and missed runs/trips. For fixed route, “on-time” means at the scheduled arrival time or up to two minutes after. For Connector, “on-time” means within the 30-minute scheduled pickup window provided to the passenger. For Flex, the average time between when a rider hails an on-demand trip and when the vehicle picks the rider up (ETA) is used to gauge on-time performance for Flex service in lieu of percentage of on-time runs/trips due to data limitations for this service type.

Since the previous quarter, SMART’s fixed route ridership and mileage grew 15 percent and 9 percent, respectively, and SMART added 2 new fixed routes: Route 492 that runs from Auburn Hills through Rochester to the Jason Hargrove Transit Center in Detroit, and Route 759 that runs from Auburn Hills to White Lake. From its April 22nd day of launch to June 30th, Route 492 carried about 250 passengers a day. During its first week of service starting June 24th, Route 759 carried about 123 passengers a day. These new routes only account for about 7 percent of the systemwide ridership increase and 32 percent of the systemwide mileage increase from last quarter, implying that other factors contributed to SMART’s growth this quarter.

Please be advised that Transit Division staff received corrected fixed route reliability data for the previous quarter (January-March 2024) as shown in Figure 1 below. Based on this corrected data, fixed route reliability was slightly worse this quarter than last quarter: on-time performance decreased 4.7 percentage points and missed runs increased 3.4 percentage points since last quarter. SMART has explained that the increase in missed runs is due to the interim database used during the NFL Draft event being unable to be deployed in their reporting software, resulting in missed trips for those dates. SMART staff are available to answer questions about this metric.

Figure 1. Corrected Fixed Route Reliability Data

QUARTERLY ON-TIME PERFORMANCE				***QUARTERLY ON-TIME PERFORMANCE***			
ON TIME	61.07%	SCHEDULED RUNS	18,141	ON TIME	56.44%	SCHEDULED RUNS	18,126
EARLY	10.32%	MISSED RUNS	893	EARLY	9.36%	MISSED RUNS	1,515
LATE	28.60%			LATE	34.20%		

Jan-Mar 2024 Corrected Data *Apr-June 2024 Data*

Flex ridership for the zones in Oakland County decreased by only 0.8 percent and its operating cost per passenger returned to average after increasing by 101 percent last quarter (this dramatic increase was due to invoice timing). The average ETA across all the Flex zones in Oakland County was about the same this quarter as last quarter and about 1 minute shorter than last year. The Troy Flex zone consistently has the shortest ETA while the Pontiac Flex zone has the longest.

Connector ridership went up by 11 percent since last quarter but carried nearly 12 percent less riders than this time last year. Connector costs increased significantly between this and last quarter due to an actuarial valuation increase for pension expense and both January-March and April-June Connector staff incentives being paid during the April-June quarter. SMART also initiated the “This Ride’s On Us” free transportation pilot program for veterans on June 1, 2024, providing 51 trips throughout the month of June. Connector on-time performance decreased by 7 percent since last quarter while the percentage of missed trips remained unchanged.

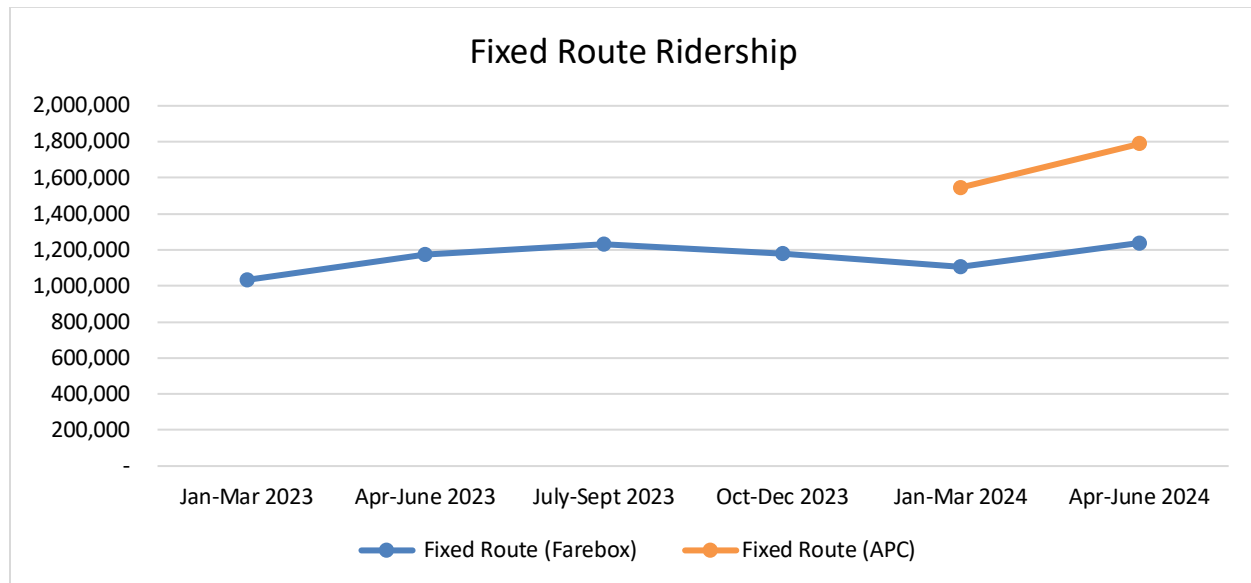
Table 1. SMART April-June (Q2) Transit Provider Summary – At a Glance

	SERVICE PROVIDED		OPERATIONAL CAPACITY	COST EFFECTIVENESS		RELIABILITY	
Type of Service	Total Passengers	Total Vehicle Miles	Total Employees	Operating Cost per Passenger	Operating Cost per Vehicle Mile	On-Time Performance	Missed Runs/Trips
Fixed Route	1,788,548*	3,022,271	370	\$ 15.68	\$ 9.28	56.4%	8.4%
Connector	52,714	657,887	141	\$ 143.41	\$ 10.15	50.7%	1.1%
Flex	86,403 (55,645 in Oakland County)	Data not available (contracted service)	Data not available (contracted service)	\$ 22.42	Data not available (contracted service)	**Average Pickup ETA: 19.1 minutes	Data not available (contracted service)
OVERALL	1,927,665	3,767,257	831	\$18.23	\$9.45	52.2%	3.0%

*SMART began tracking fixed route ridership using Automatic Passenger Counters (APC) instead of fareboxes last quarter. Farebox ridership is about 70% of APC ridership.

**Average Pickup ETA in minutes is used to gauge On-Time Performance for Flex service in lieu of percentage of on-time runs/trips due to data limitations.

Figure 2. Fixed Route Ridership



SMART began tracking fixed route ridership using Automatic Passenger Counters (APC) instead of fareboxes last quarter. Farebox ridership is about 70% of APC ridership.

Figure 3. Connector and Flex Ridership

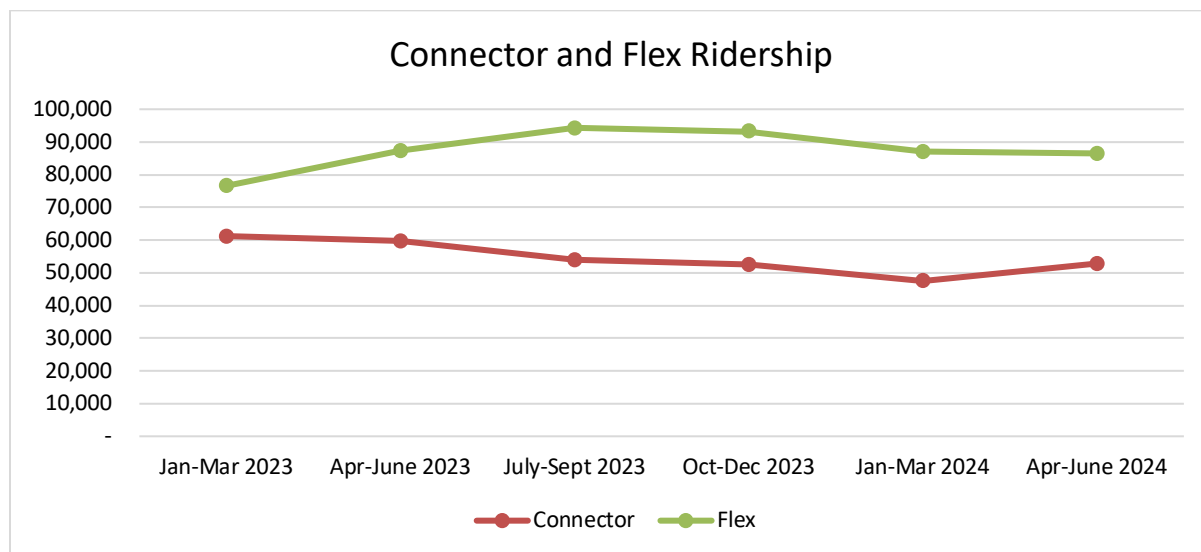


Figure 4. Operating Cost per Mile

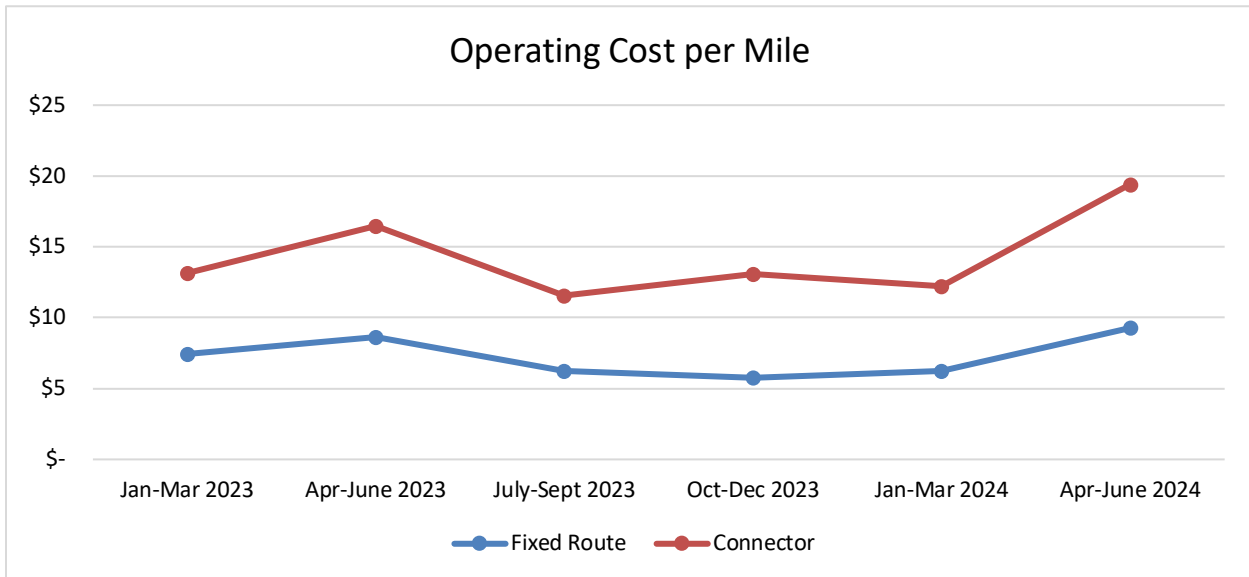
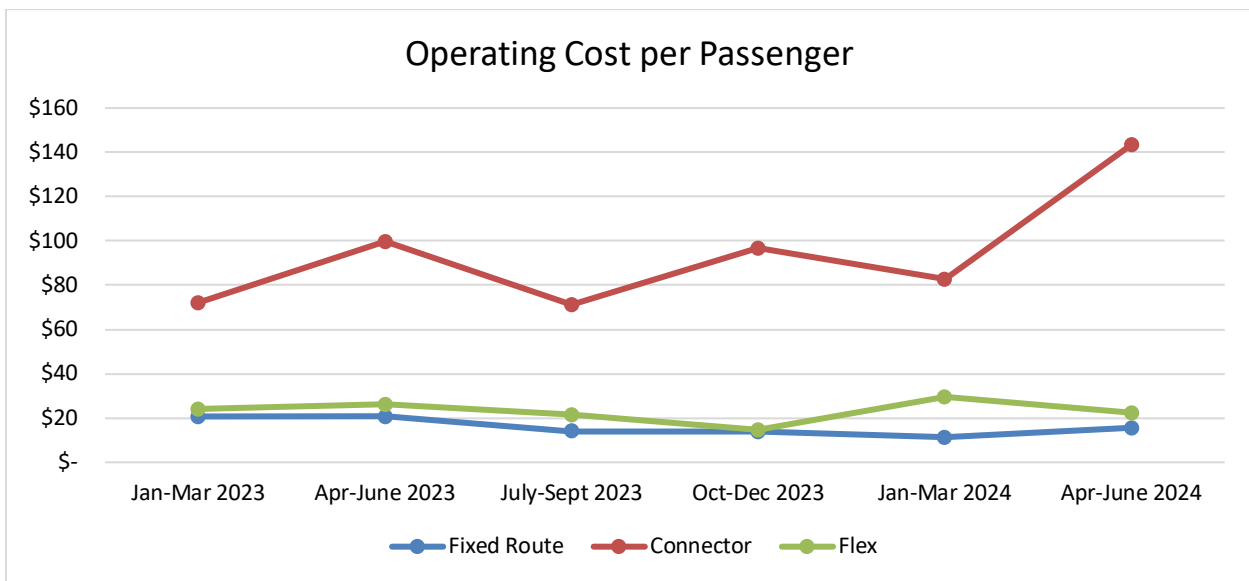


Figure 5. Operating Cost per Passenger



SMART

SERVICE EVALUATION STATISTICS

Quarter Ended June 30, 2024

RIDERSHIP SUMMARY	1
FIXED ROUTE RIDERS, MILES, REVENUE MILES, AND HOURS	2
CONNECTOR RIDERS, MILES, AND HOURS	3
FIXED ROUTE OPERATIONS REPORT	4
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Quarter Ended June 30, 2024

RIDERSHIP SUMMARY FOR ALL SERVICES

	PASSENGERS		AVERAGE WEEKDAY RIDERSHIP		PERCENT CHANGE
	TOTAL APR-JUN 2024	TOTAL APR-JUN 2023	TOTAL APR-JUN 2024	TOTAL APR-JUN 2023	
SMART FIXED ROUTE *statistics source changed to APC January 2024	1,788,548	1,173,695	23,109	15,398	50.1%
SMART CONNECTOR	52,764	59,601	758	891	-14.9%
Total	1,841,312	1,233,296	23,867	16,289	46.5%

TOTAL
APR-JUN 2024

FUEL CONSUMPTION

DIESEL	524,719	GALLONS
PROPANE	153,452	GALLONS

Quarter Ended June 30, 2024

SMART TOTAL RIDERS - FIXED ROUTE*

QUARTERLY RIDERS

SYSTEM TOTAL			
	CURRENT	PREVIOUS	%CHANGE
WEEKDAYS	1,508,472	986,801	52.9%
SATURDAYS	189,579	126,534	49.8%
SUNDAYS	90,497	60,361	49.9%
QUARTER TOTAL	1,788,548	1,173,695	52.4%
AVERAGE WEEKDAY	23,109	15,398	50.1%
AVERAGE SATURDAY	14,833	9,798	51.4%
AVERAGE SUNDAY	6,997	4,355	60.7%

*data source changed from farebox to APC

SMART TOTAL HOURS - FIXED ROUTE

QUARTERLY HOURS

SYSTEM TOTAL			
	CURRENT	PREVIOUS	%CHANGE
WEEKDAYS	152,398	135,814	12.2%
SATURDAYS	19,363	18,495	4.7%
SUNDAYS	8,166	7,180	13.7%
QUARTER TOTAL	179,927	161,489	11.4%
AVERAGE WEEKDAY	2,346	2,121	10.6%
AVERAGE SATURDAY	1,486	1,423	4.4%
AVERAGE SUNDAY	628	515	21.8%

QUARTERLY ON-TIME PERFORMANCE

ON TIME	56.44%	SCHEDULED RUNS	18,126
EARLY	9.36%	MISSED RUNS	1,515
LATE	34.20%		

SMART TOTAL MILES - FIXED ROUTE

QUARTERLY MILES

SYSTEM TOTAL			
	CURRENT	PREVIOUS	%CHANGE
WEEKDAYS	2,550,067	2,376,845	7.3%
SATURDAYS	331,117	315,029	5.1%
SUNDAYS	141,087	139,126	1.4%
QUARTER TOTAL	3,022,271	2,831,000	6.8%
AVERAGE WEEKDAY	39,256	37,128	5.7%
AVERAGE SATURDAY	25,412	24,233	4.9%
AVERAGE SUNDAY	10,847	9,989	8.6%

SMART TOTAL REVENUE MILES - FIXED ROUTE

QUARTERLY REVENUE MILES

SYSTEM TOTAL			
	CURRENT	PREVIOUS	%CHANGE
WEEKDAYS	2,063,915	1,984,423	4.0%
SATURDAYS	282,807	274,903	2.9%
SUNDAYS	120,767	118,090	2.3%
QUARTER TOTAL	2,467,489	2,377,416	3.8%
AVERAGE WEEKDAY	31,781	31,006	2.5%
AVERAGE SATURDAY	21,727	21,146	2.7%
AVERAGE SUNDAY	9,285	8,478	9.5%

Quarter Ended June 30, 2024

SMART TOTAL PASSENGERS - CONNECTOR

*****QUARTERLY PASSENGERS*****

SYSTEM TOTAL			
	CURRENT	PREVIOUS	%CHANGE
WEEKDAYS	49,291	56,941	-13.4%
SATURDAYS	2,767	2,168	27.6%
SUNDAYS	706	492	43.5%
QUARTER TOTAL	52,764	59,601	-11.5%
AVG. WEEKDAY	758	891	-14.9%
AVG. SATURDAY	213	168	27.1%
AVG. SUNDAY	55	35	54.8%

SMART TOTAL MILES - CONNECTOR

*****QUARTERLY MILES*****

SYSTEM TOTAL			
	CURRENT	PREVIOUS	%CHANGE
WEEKDAYS	688,698	712,842	-3.4%
SATURDAYS	42,997	34,725	23.8%
SUNDAYS	13,291	8,554	55.4%
QUARTER TOTAL	744,986	756,121	-1.5%
AVG. WEEKDAY	10,599	11,144	-4.9%
AVG. SATURDAY	3,310	2,689	23.1%
AVG. SUNDAY	1,034	617	67.6%

SMART TOTAL HOURS - CONNECTOR

*****QUARTERLY HOURS*****

SYSTEM TOTAL			
	CURRENT	PREVIOUS	%CHANGE
WEEKDAYS	40,856	43,233	-5.5%
SATURDAYS	2,507	2,194	14.3%
SUNDAYS	755	538	40.3%
QUARTER TOTAL	44,118	45,965	-4.0%
AVG. WEEKDAY	629	676	-7.0%
AVG. SATURDAY	193	169	14.1%
AVG. SUNDAY	58	39	51.2%

*****QUARTERLY ON-TIME PERFORMANCE*****

SYSTEM TOTAL	
ON TIME	50.7%
EARLY	30.8%
LATE	13.4%
SCHEDULED TRIPS	50,749
MISSED TRIPS	574

SUBURBAN MOBILITY AUTHORITY OF REGIONAL TRANSPORTATION
QUARTERLY OPERATIONS REPORT
Quarter Ended June 30, 2024

TYPE OF SERVICE	ROUTE	ROUTE NAME	AVERAGE DAILY RIDERSHIP			PASSENGERS			MILES			HOURS		
			WEEKDAY	SATURDAY	SUNDAY	WEEKDAY	SATURDAY	SUNDAY	WEEKDAY	SATURDAY	SUNDAY	WEEKDAY	SATURDAY	SUNDAY
MC	125	Fort Street - Eureka Road	1,023	607	461	66,863	8,057	5,970	138,085	12,740	11,466	7,965	751	666
XT	140	Southshore	221			13,674			35,073			2,369		
CT	160	Downriver	171	129		11,066	1,652		60,268	7,133		3,362	396	
MC	200-210	Michigan Avenue	646	438	323	40,955	5,716	4,285	63,961	7,920	7,371	4,236	537	510
XT	250	Ford Road	273			17,821			33,319			2,297		
CM	255	Ford Road Express	24			1,506			10,333			836		
LF	261	FAST Michigan	1,405	693	690	91,599	8,735	9,002	160,983	16,444	15,643	8,670	884	824
XT	275-375	Telegraph	1,345	815		86,799	10,566		168,666	24,712		9,362	1,361	
CT	280	Western Wayne Crosstown	385	283	226	25,076	3,692	2,905	76,448	9,831	8,638	3,904	530	465
XT	305	Grand River	347	308	200	24,419	4,010	2,575	41,519	9,149	7,738	2,462	520	449
XT	405	Northwestern Highway	387	276		24,371	3,531		53,999	8,364		3,409	520	
CT	415-420	Greenfield - Southfield	346	244	169	22,920	3,214	2,151	34,468	7,209	5,050	2,132	452	413
CT	430	Main Street / Big Beaver	150			9,712			33,267			2,099		
MC	450-460	Pontiac - Somerset	667	561	349	42,213	7,050	4,557	81,895	16,769	7,921	5,295	1,048	507
LF	461-462	FAST Woodward	2,444	2,083	1,007	157,987	26,484	12,912	158,350	31,626	16,397	8,919	1,781	906
MC	492	Rochester	214	195		12,906	2,091		55,838	11,331		3,629	742	
CT	494	Dequindre	460	315		29,365	3,982		37,725	7,942		2,469	510	
CT	495	John R	893	608	331	65,816	7,815	4,315	45,251	5,659	3,338	3,666	453	265
MC	510	Van Dyke	1,832	1,249	699	119,249	15,842	9,070	128,504	20,266	8,206	7,408	1,106	443
CT	525	Groesbeck	238			15,710			41,821			2,326		
CM	530	Schoenherr	30			1,961			10,290			550		
CT	550	Garfield	163			10,481			30,021			1,800		
MC	560	Gratiot	2,883	1,746	899	186,313	22,467	11,403	182,097	22,814	9,347	11,867	1,341	617
LF	562-563	FAST Gratiot	1,952	1,787	874	126,026	22,140	11,304	212,712	36,499	13,258	11,124	1,911	621
MC	610	Kercheval-Harper	406	304	178	26,678	3,973	2,310	48,805	8,586	7,191	2,691	474	365
CT	615	Jefferson	142			9,167			27,209			1,567		
CM	620	Charlevoix	33			2,122			8,855			751		
CM	635	Jefferson Express	27			1,740			14,358			709		
XT	710	Nine Mile	1,173	665	240	78,255	8,695	3,153	75,445	11,039	6,212	5,172	744	404
XT	730	Ten Mile	559	379		36,466	4,982		57,146	10,454		3,843	664	
XT	740	Twelve Mile	855	639	247	55,534	8,269	3,210	98,270	19,878	5,885	6,095	1,225	341
XT	759	Highland*				655	84		4,645	559		272	32	
XT	760	Thirteen Mile-Fourteen Mile	454			29,737			62,317			3,567		
XT	780	Fifteen Mile	504	353		33,160	4,494		82,694	13,824		4,845	732	
XT	790	Pontiac Crosstown	184	158	105	12,789	2,038	1,375	55,775	10,369	7,426	3,545	649	370
CT	796	Perry-Opdyke	128			8,281			37,144			2,117		
CM	805	Grand River Park and Ride	43			2,823			28,171			1,553		
CM	830	Downriver Park and Ride	36			2,344			20,433			1,276		
CM	851	OCC - Northland Park and Ride	41			2,773			23,313			1,603		
		*Route began service on 6/24/2024												
Total			23,109	14,833	6,997	1,508,472	189,579	90,497	2,550,067	331,117	141,087	152,398	19,363	8,166

TYPE OF SERVICE INDEX

MC	MAIN CORRIDOR
XT	CROSSTOWN
CM	COMMUTER
LF	LIMITED FAST
CT	COMMUNITY

SMART Flex Service Ridership Statistics
Quarter Ended June 30, 2024

Completed Rides			
	Total Current Quarter End	Total Prior Year Quarter End	Percent Change
Pontiac	30,426	44,148	-31.1%
Dearborn	16,588	13,607	21.9%
Troy	9,995	5,137	94.6%
Hall Road	14,170	12,039	17.7%
Farmington	15,224	12,435	22.4%
Total	86,403	87,366	-1.1%
Rides Per Hour			
	Avg Current Quarter End	Avg Prior Year Quarter End	Percent Change
Pontiac	2.67	3.17	-15.8%
Dearborn	2.20	1.93	13.8%
Troy	2.07	2.00	3.3%
Hall Road	1.70	2.10	-19.0%
Farmington	2.47	2.20	12.1%
Overall Average	2.22	2.28	-2.6%
Average Pickup ETA (min)			
	Avg Current Quarter End	Avg Prior Year Quarter End	Percent Change
Pontiac	23.70	24.23	-2.2%
Dearborn	21.50	18.03	19.2%
Troy	14.97	17.37	-13.8%
Hall Road	19.13	22.77	-16.0%
Farmington	18.73	19.03	-1.6%
Overall Average	19.61	20.29	-2.9%
Average Ride Duration (min)			
	Avg Current Quarter End	Avg Prior Year Quarter End	Percent Change
Pontiac	13.20	14.70	-10.2%
Dearborn	12.70	13.73	-7.5%
Troy	9.80	11.57	-15.3%
Hall Road	12.27	13.90	-11.8%
Farmington	11.37	13.67	-16.8%
Overall Average	11.87	13.51	-12.2%

Source: Via Operations Center, Moovit Portal

SMART Flex Service Ridership Statistics
Quarter Ended June 30, 2024

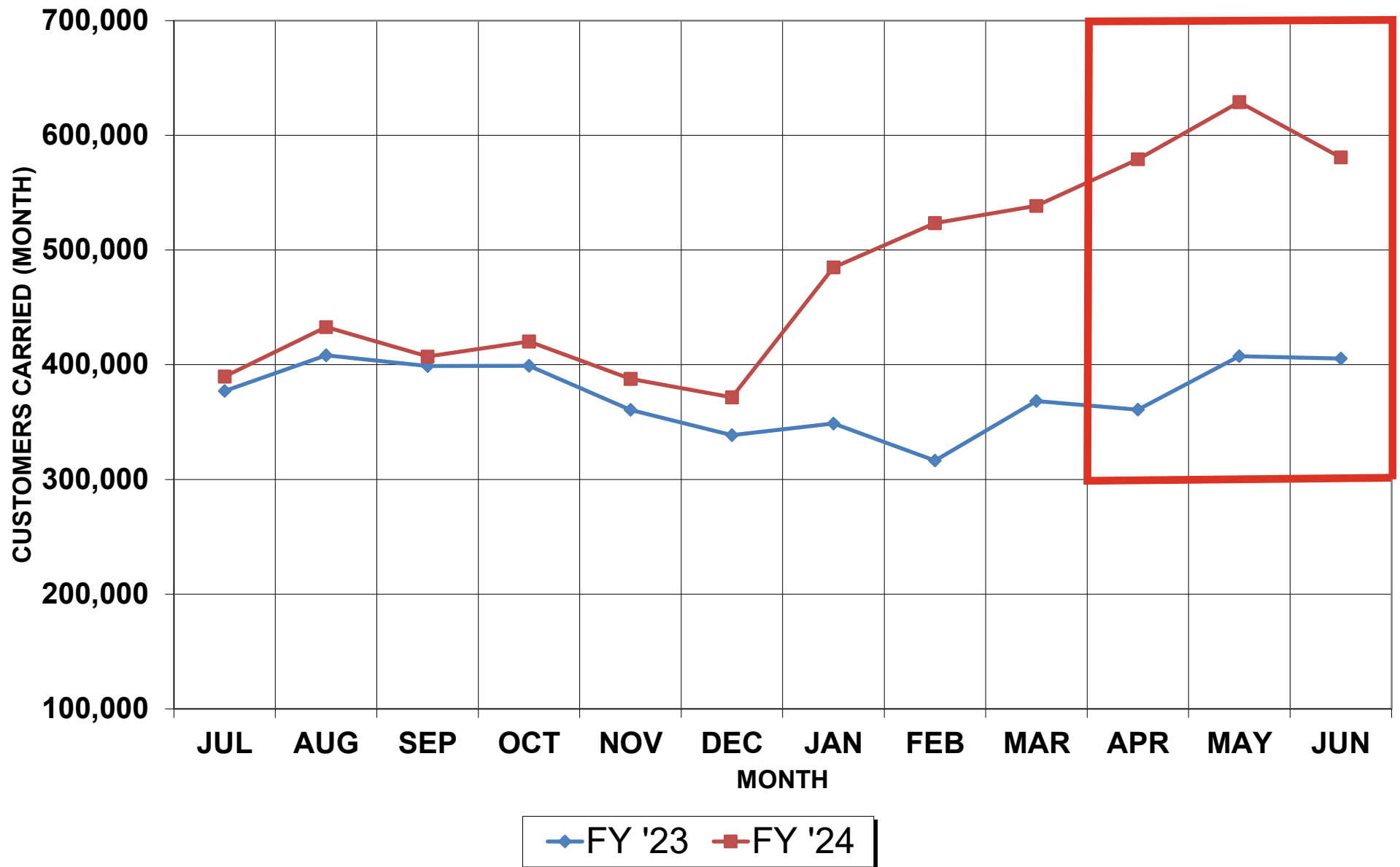
Average Ride Distance (miles)			
	Avg Current Quarter End	Avg Prior Year Quarter End	Percent Change
Pontiac	4.67	4.93	-5.4%
Dearborn	4.73	4.93	-4.1%
Troy	3.37	3.77	-10.6%
Hall Road	4.73	5.43	-12.9%
Farmington	4.00	4.80	-16.7%
Overall Average	4.30	4.77	-9.9%
Average Ride Rating			
	Avg Current Quarter End	Avg Prior Year Quarter End	Percent Change
Pontiac	4.73	4.80	-1.4%
Dearborn	4.77	4.90	-2.7%
Troy	4.90	4.83	1.4%
Hall Road	4.90	4.90	0.0%
Farmington	4.77	4.80	-0.7%
Overall Average	4.81	4.85	-0.7%
Average Walk Distance (m)			
	Avg Current Quarter End	Avg Prior Year Quarter End	Percent Change
Pontiac	79.90	92.63	-13.7%
Dearborn	76.10	91.87	-17.2%
Troy	81.37	84.07	-3.2%
Hall Road	70.33	73.03	-3.7%
Farmington	87.83	93.40	-6.0%
Overall Average	79.11	87.00	-9.1%

Source: Via Operations Center, Moovit Portal

SMART

CUSTOMERS CARRIED - FIXED ROUTE*

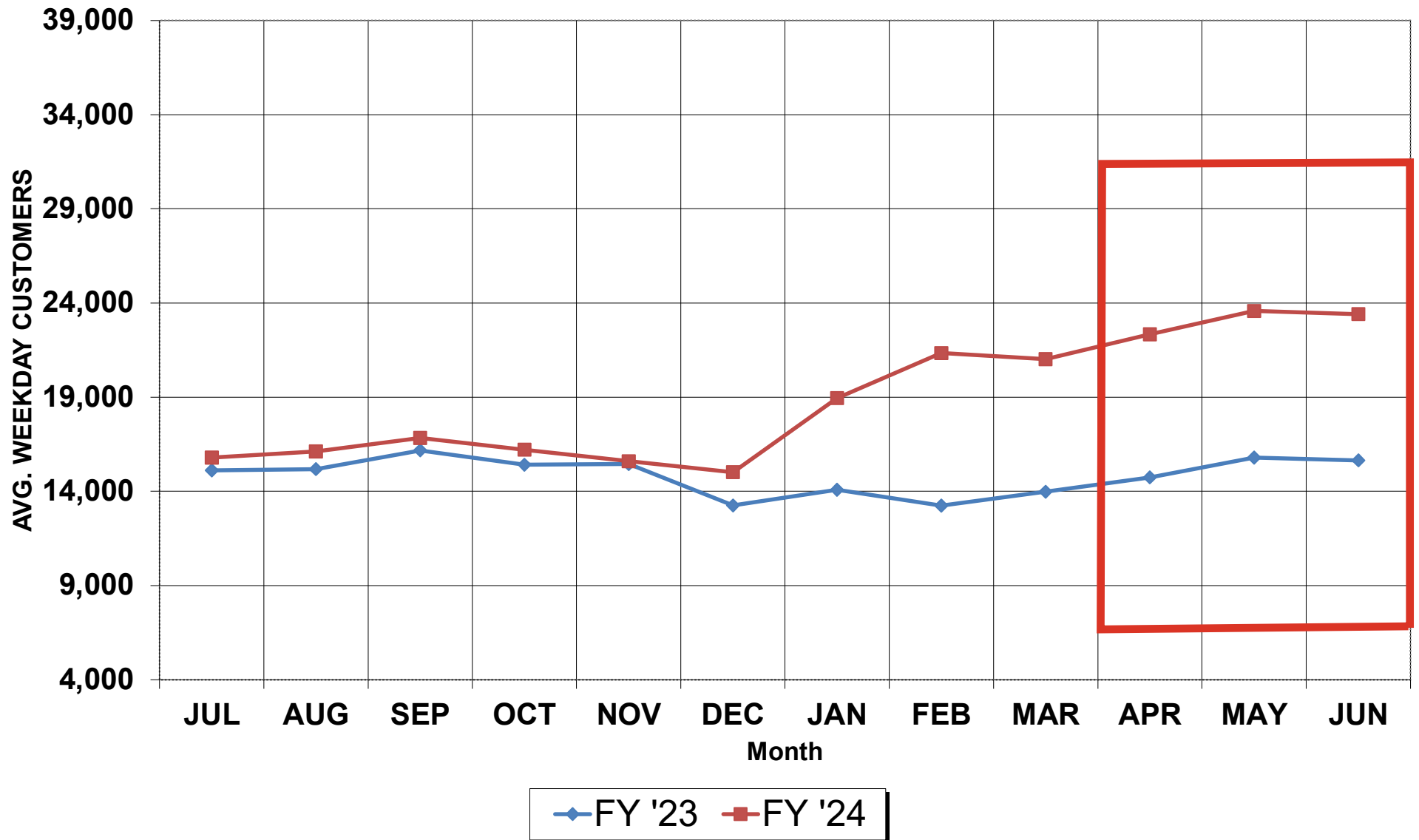
*statistics source changed from farebox to APC data January 2024



SMART

AVG. WEEKDAY CUSTOMERS - FIXED ROUTE*

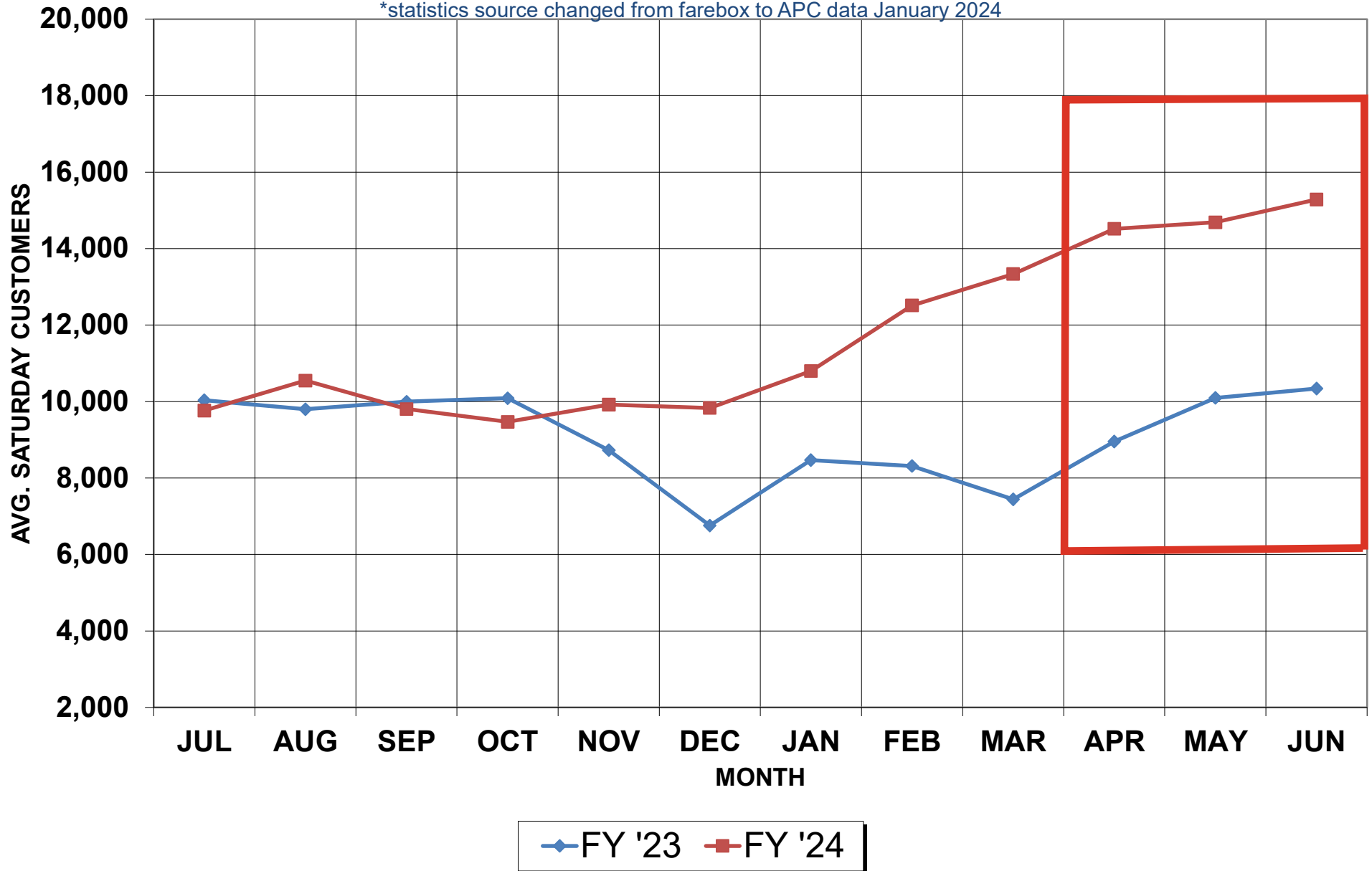
*statistics source changed from farebox to APC data January 2024



SMART

AVG. SATURDAY CUSTOMERS - FIXED ROUTE*

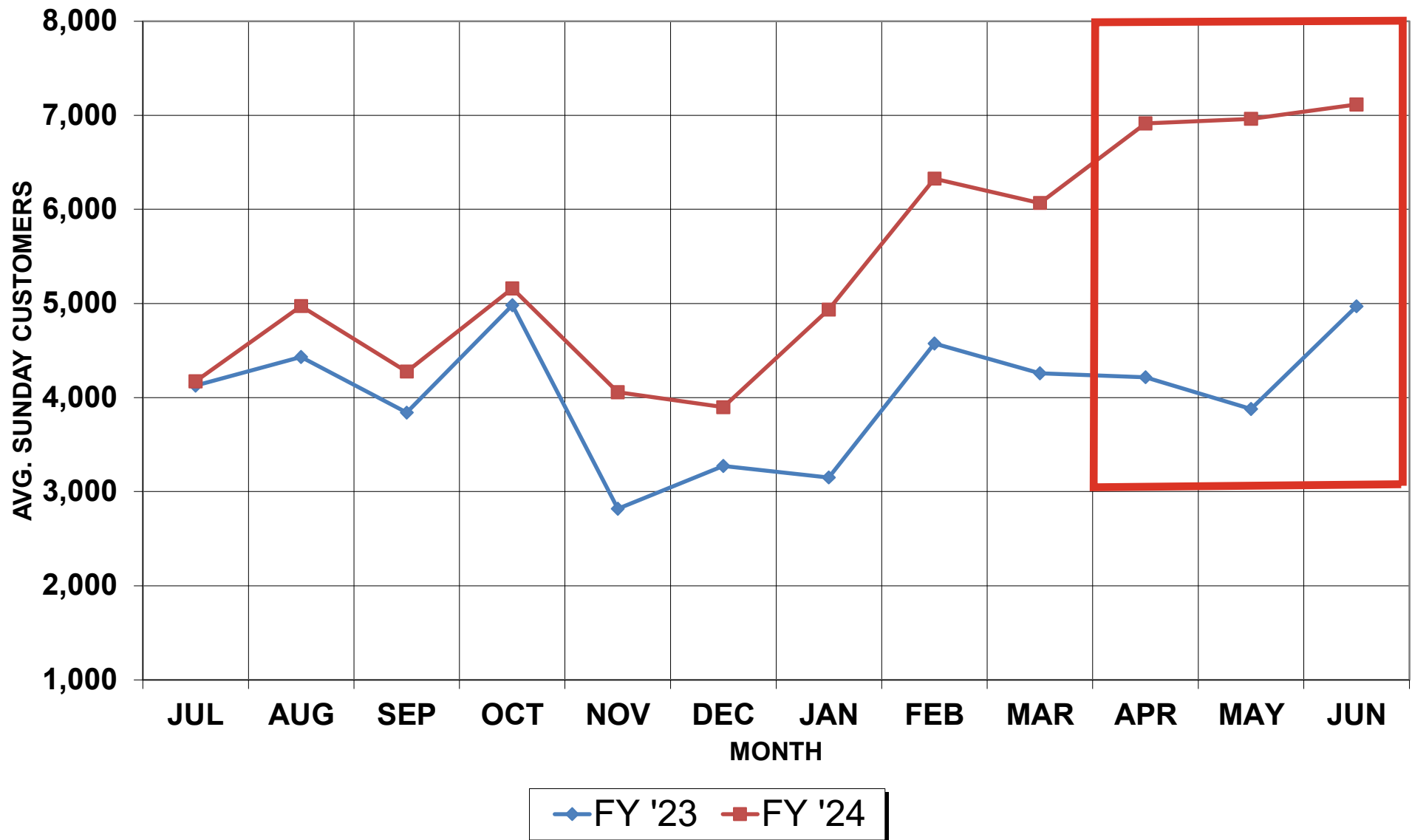
*statistics source changed from farebox to APC data January 2024



SMART

AVG. SUNDAY CUSTOMERS - FIXED ROUTE*

*statistics source changed from farebox to APC data January 2024





Suburban Mobility Authority for Regional Transportation
4th Quarter Financial Report - Preliminary

FY2023 – June 30, 2023

As Presented By:
Finance Department

**April 1, 2024 through June 30, 2024
4th Quarter FY2024 Financial Reports**

9/13/24

SMART is in the process of closing Fiscal Year 2024 and finalizing the FY 2024 Audited Annual Report. This process includes expanded reviews and calculations, as compared to SMART's normal quarterly close process, including actuarial valuations, expanded cutoff review, and in depth estimate review. This report does not include all final adjustments for FY 2024. These adjustments will be final upon the completion of the FY 2024 Audited Annual Report.

SMART's balance sheet remains stable. As compared to fourth quarter FY2023, FY2024 total assets for the same period are 14.0% lower. The key individual asset that supports the overall asset decrease are grant receivables and net capital assets. Total fourth quarter FY2024 liabilities (excluding pension and OPEB) are down 8.1% as compared to fourth quarter FY2023. This overall liability increase is largely a result of the timing of payments on the Authority's accounts payable, and payables under to the State of Michigan under the Act 51 program. The net asset unrestricted balance remains positive, meaning the authority maintains a surplus of assets over liabilities.

Fourth quarter FY2024, overall revenues compared to FY2024 overall appropriation is above target by approximately 13.73%. Fare revenue remains lower than pre pandemic levels, as a result of lower ridership. State reimbursements were lower than budget as a result of lower eligible expenditures.

Fourth quarter FY2024, overall actual expenditures compared to FY 2023 appropriation for the same time period are currently 16.16% below FY2023 appropriation. Fixed route costs, as well as connector and general administration personal services costs (wages and fringes) are down as compared to current appropriation. This trend is largely due to open fixed route and connector bus positions, and reduced service miles as compared to pre pandemic levels.

SMART
Balance Sheet - Summary of All Funds
For the Twelve Months Ending June 30, 2024

SMART BALANCE SHEET			
	FY2024	FY2023	Y/E FY2023
ASSETS			
Current Assets			
Cash and Cash Equivalents	113,153,840.09	170,036,384.50	170,036,384.50
Investments	22,535,821.68	16,839,043.16	16,839,043.16
Receivables:			
Accrued Interest Receivable	71,139.47	28,152.40	28,152.40
Grants Receivable	29,913,429.53	29,857,909.36	29,857,909.36
Local Contributions Receivable	183,938.02	544,623.16	544,623.16
Other Receivables	1,377,233.24	1,390,965.71	1,390,965.71
Materials and Supplies Inventory	3,645,185.13	3,362,055.78	3,362,055.78
Prepaid Expenses	561,021.50	361,223.30	361,223.30
Total Current Assets	171,441,608.66	222,420,357.37	222,420,357.37
Noncurrent Assets			
Cash Restricted for Re-Investment	178,691.67	69,866.97	69,866.97
Capital Assets, net	152,212,114.91	154,167,363.74	154,167,363.74
Total Noncurrent Assets	152,390,806.58	154,237,230.71	154,237,230.71
Total Assets	\$ 323,832,415	\$ 376,739,765	\$ 376,739,765
Deferred Outflows of Resources			
Deferred Outflows-Pension	89,429,151.35	28,111,788.93	28,111,788.93
Deferred Outflows-OPEB	7,828,435.00	7,828,435.00	7,828,435.00
Total Deferred Outflows	97,257,586.35	35,940,223.93	35,940,223.93
Total Assets and Deferred Outflows	\$ 421,090,002	\$ 412,679,989	\$ 412,679,989
LIABILITIES AND NET ASSETS			
Current Liabilities			
Municipal and Community Credits Payable	9,173,494.51	7,823,014.00	7,823,014.00
Accounts Payable under POS agreements	1,217,257.79	1,357,809.05	1,357,809.05
Accrued Self Insurance	10,469,377.73	10,669,416.00	10,669,416.00
Payable to the State of Michigan	5,104,244.48	25,737.01	25,737.01
Accounts Payable and Accrued Expenses	13,199,188.32	13,484,985.71	13,484,985.71
Accrued Compensation	5,032,087.49	4,513,901.97	4,513,901.97
Total Current Liabilities	44,195,651.32	40,867,331.74	40,867,331.74
Noncurrent Liabilities			
Net OPEB Obligation	0.00	18,019,185.47	18,019,185.47
Net Pension Obligation	71,775,944.74	76,631,122.14	76,631,122.14
Lease Liability	2,526,313.00	3,019,879.00	3,019,879.00
Total Liabilities	118,497,909.06	138,537,518.35	138,537,518.35
Deferred Inflows of Resources			
Deferred Inflows-OPEB	49,841,792.00	49,841,792.00	49,841,792.00
Deferred Inflows-Pension	16,216,288.08	0.00	0.00
Deferred Inflows-Lessor	468,911.00	498,439.00	498,439.00
Total Deferred Inflows	66,526,991.08	50,340,231.00	50,340,231.00
Total Liabilities and Deferred Inflows	185,024,900.14	188,877,749.35	188,877,749.35
Net Position:			
Invested in Capital Assets, net of related debt	152,212,114.91	154,167,363.74	154,167,363.74
Restricted	178,691.67	69,866.97	69,866.97
Unrestricted	83,674,294.87	69,482,831.95	69,482,831.95
Total Net Position	236,065,101.45	223,720,062.66	223,720,062.66
Total Liabilities and Net Position	354,563,010.51	362,257,581.01	362,257,581.01
Total Liabilities, Deferred Inflows and Net Position	\$ 421,090,002	\$ 412,679,989	\$ 412,679,989

SMART - General
STATEMENT OF REVENUE AND EXPENSES
OPERATIONAL STATEMENT
For the Twelve Months ended June 30, 2024

SMART OPERATIONAL INCOME STATEMENT	CURRENT ACTUAL	YTD ACTUAL	YTD BUDGET	VARIANCE	% VARIANCE	FY 2023/24	
						ANNUAL BUDGET	BUDGET REMAINING
REVENUES							
Route Revenue:							
Fare Revenue	\$1,513,562.39	\$5,585,798.36	\$5,355,000.00	\$230,798.36	-4.31%	\$5,355,000.00	\$230,798.36
Mircotransit	126,893.90	418,822.33	200,000.00	218,822.33	-109.41%	200,000.00	218,822.33
Total Route Revenue	1,640,456.29	6,004,620.69	5,555,000.00	449,620.69	-8.09%	5,555,000.00	449,620.69
Federal Sources:							
Section 5307	21,768,852.29	33,372,568.67	48,000,000.00	(14,627,431.33)	68.94%	48,000,000.00	(\$36,429,362.33)
Other Federal Grants	(16,353.76)	590,047.60	1,900,000.00	(1,309,952.40)	99.91%	1,900,000.00	(\$1,309,952.40)
Total Federal Sources	21,752,498.53	33,962,616.27	49,900,000.00	(15,937,383.73)	31.94%	49,900,000.00	(37,739,314.73)
State Sources:							
State Act 51	13,022,481.97	40,656,089.97	39,900,908.00	755,181.97	-1.89%	39,900,908.00	\$755,181.97
Other State Revenue	731,352.14	2,644,229.47	1,622,619.00	1,021,610.47	-62.96%	1,622,619.00	1,021,610.47
Total State Sources	13,753,834.11	43,300,319.44	41,523,527.00	1,776,792.44	-4.28%	41,523,527.00	1,776,792.44
Local Sources:							
Contributions from Local Transit Authorities	18,495,831.86	75,117,218.28	94,885,000.00	(19,767,781.72)	20.83%	94,885,000.00	(\$19,767,781.72)
Total From Local Sources	18,533,612.15	75,042,498.57	94,735,000.00	(19,692,501.43)	20.79%	94,735,000.00	(19,692,501.43)
Other Income:							
Advertising	156,000.00	648,708.04	1,000,000.00	(351,291.96)	35.13%	1,000,000.00	(\$351,291.96)
Rental Income	19,798.68	67,126.84	30,000.00	37,126.84	-123.76%	30,000.00	\$37,126.84
Interest Income	2,725,995.02	8,757,668.59	4,500,000.00	4,257,668.59	-94.61%	4,500,000.00	\$4,257,668.59
Insurance Refund	119,967.92	789,784.11		789,784.11	0.00%		\$789,784.11
Fleet Maint Reimbursement	42,713.63	157,604.67	155,000.00	2,604.67	-1.68%	155,000.00	\$2,604.67
Admin Fees Revenue	148,547.93	589,101.87	571,000.00	18,101.87	-3.17%	571,000.00	\$18,101.87
Miscellaneous	444,772.05	738,190.93	282,100.00	456,090.93	-161.68%	282,100.00	\$456,090.93
Local Comm Transit Operating Rev	45,202.48	176,336.20	177,000.00	(663.80)	0.38%	177,000.00	(\$663.80)
Local Comm Stabilization		1,769,047.16	2,000,000.00	(230,952.84)	11.55%	2,000,000.00	(230,952.84)
Total Other Income	3,702,997.71	13,693,568.41	8,715,100.00	4,978,468.41	-57.12%	8,715,100.00	4,978,468.41
Restricted Pass Through Revenue (Exp Match):	2,028,705.59	10,867,509.33	11,536,000.00	(668,490.67)	5.79%	11,536,000.00	(\$232,906.39)
TOTAL REVENUES	61,412,104.38	182,871,132.71	211,964,627.00	(29,093,494.29)	13.73%	211,964,627.00	(29,093,494.29)

SMART - General
STATEMENT OF REVENUE AND EXPENSES
OPERATIONAL STATEMENT
For the Twelve Months ended June 30, 2024

SMART OPERATIONAL INCOME STATEMENT	CURRENT ACTUAL	YTD ACTUAL	YTD BUDGET	VARIANCE	% VARIANCE	FY 2023/24	
						ANNUAL BUDGET	BUDGET REMAINING
EXPENSES							
WAGE AND WAGE RELATED EXPENSES:							
ACTIVE EMPLOYEES:							
Active Salaries, Wages & Taxes							
Administrative	2,593,588.42	8,927,234.62	9,621,332.00	693,644.99	7.21%	9,621,332.00	693,644.99
Operations	9,503,236.93	34,263,547.73	47,492,588.00	13,229,040.27	27.85%	47,492,588.00	13,229,040.27
Maintenance	2,775,524.86	10,136,282.03	13,522,707.00	3,386,424.97	25.04%	13,522,707.00	3,386,424.97
Total Active Salaries, Wages, Taxes	14,872,350.21	53,327,064.38	70,636,627.00	17,309,110.23	24.50%	70,636,627.00	17,309,562.62
% of Total Revenue							
Active Employee Benefits:							
Hospitalization/Medical	2,120,214.94	9,564,937.43	12,168,330.00	2,603,392.57	9.24%	12,168,330.00	2,603,392.57
Life, AD&D, Drug, Dental, Optical	281,402.76	1,080,858.51	1,276,140.00	195,281.49	15.30%	1,276,140.00	195,281.49
Other Employee Benefits	91,382.12	391,333.12	516,320.00	124,986.88	24.21%	516,320.00	124,986.88
Workers Compensation	418,997.00	1,676,000.00	1,286,370.00	(389,630.00)	-30.29%	1,286,370.00	(389,630.00)
Health Care Saving Plan	417,918.09	1,060,317.31	1,398,351.00	338,033.69	24.17%	1,398,351.00	338,033.69
FICA	1,060,630.90	3,990,167.36	4,747,900.00	757,732.64	15.96%	4,747,900.00	757,732.64
Pension Funding	10,022,396.02	10,043,374.39	8,378,528.00	(1,664,846.39)	10.10%	8,378,528.00	(1,664,846.39)
Total Active Employee Benefits	14,412,941.83	27,806,988.12	29,771,939.00	1,964,950.88	6.60%	29,771,939.00	1,964,950.88
% of Total Active Wages	97%	52%	42%				
Total Active Employee Wages & Benefits:	29,285,292.04	81,134,052.50	100,408,566.00	19,274,061.11	19.20%	100,408,566.00	19,274,513.50
RETIRED EMPLOYEES:							
Post Employment Benefits:							
OPEB Net Unfunded Obligation	181,818.00	3,999,999.33	4,000,000.00	0.67	0.00%	4,000,000.00	0.67
Retiree Medical & Drug Premiums	1,799,900.22	6,595,580.25	8,974,760.00	2,379,179.75	26.51%	8,974,760.00	2,379,179.75
Total Post Retirement	1,981,718.22	10,595,579.58	12,974,760.00	2,379,180.42	18.34%	12,974,760.00	2,379,180.42
Total Wage & Wage Related Expenses	31,267,010.26	91,729,632.08	\$ 113,383,326	\$ 21,653,242	19.10%	\$ 113,383,326	\$ 21,653,694

SMART - General
STATEMENT OF REVENUE AND EXPENSES
OPERATIONAL STATEMENT
For the Twelve Months ended June 30, 2024

						FY 2023/24	
SMART OPERATIONAL INCOME STATEMENT	CURRENT ACTUAL	YTD ACTUAL	YTD BUDGET	VARIANCE	% VARIANCE	ANNUAL BUDGET	BUDGET REMAINING
Operations:							
Operational Expenses							
Direct Variable (Vehicle):							
Diesel Fuels	1,537,910.07	5,999,683.88	10,053,583.00	3,385,139.12	36.07%	9,384,823.00	3,385,139.12
Gas, Oil, Lubricants, Etc.	149,597.51	462,492.10	546,000.00	83,507.90	15.29%	546,000.00	83,507.90
Repair Parts	1,540,396.84	5,216,580.09	3,500,000.00	(1,258,348.19)	-35.95%	3,500,000.00	(1,258,348.19)
Leased Batteries	9,166.68	9,166.68	140,000.00	130,833.32	93.45%	140,000.00	130,833.32
Tires	307,411.49	1,171,658.44	1,277,000.00	105,341.56	8.25%	1,277,000.00	105,341.56
Vehicle Liability	2,447,066.78	10,338,376.14	9,901,000.00	(437,376.14)	-4.42%	9,901,000.00	(437,376.14)
Bus Contract Repairs-Maintenance	581,388.82	1,569,233.49	1,566,200.00	(3,033.49)	-0.19%	1,566,200.00	(3,033.49)
Towing	93,213.00	272,396.50	183,000.00	(89,396.50)	-48.85%	183,000.00	(89,396.50)
Other Repair Parts	4,811.74	20,100.95	60,000.00	39,899.05	66.50%	60,000.00	39,899.05
Total Direct Variable (Vehicle)	6,670,962.93	25,059,688.27	27,271,783.00	2,212,094.73	8.11%	26,603,023.00	1,543,334.73
Microtransit	1,937,181.16	7,894,805.63	7,795,000.00	(99,805.63)	-1.28%	7,795,000.00	(99,805.63)
Indirect Variable:							
Fare Collection Costs	77,524.55	346,117.55	542,800.00	196,682.45	36.23%	542,800.00	196,682.45
Route Facilities Maint.	116,240.06	233,941.53	628,300.00	394,358.47	62.77%	628,300.00	394,358.47
Other-Operational	95,278.01	237,001.69	476,000.00	238,998.31	50.21%	476,000.00	238,998.31
Total Indirect Variable	289,042.62	817,060.77	1,647,100.00	830,039.23	50.39%	1,647,100.00	830,039.23
Facilities:							
Utilities	319,140.84	1,253,949.75	1,770,540.00	516,590.25	29.18%	1,770,540.00	516,590.25
Contract Bldg Maint	360,128.64	1,057,557.57	1,192,000.00	134,442.43	11.28%	1,192,000.00	134,442.43
Building Maint	30,170.40	128,554.66	260,300.00	131,745.34	50.61%	260,300.00	131,745.34
Other-Maintenance	191,275.78	464,235.86	348,400.00	(115,835.86)	-33.25%	348,400.00	(115,835.86)
Business Insurance	23,054.99	92,229.71	98,400.00	6,170.29	6.27%	98,400.00	6,170.29
Total Facilities	923,770.65	2,996,527.55	3,669,640.00	673,112.45	18.34%	3,669,640.00	673,112.45
Total Operational Expenses	\$ 9,820,957	\$ 36,768,082	\$ 40,383,523	\$ 3,615,441	8.95%	\$ 39,714,763	\$ 2,946,681

SMART - General
STATEMENT OF REVENUE AND EXPENSES
OPERATIONAL STATEMENT
For the Twelve Months ended June 30, 2024

						FY 2023/24	
SMART OPERATIONAL INCOME STATEMENT	CURRENT ACTUAL	YTD ACTUAL	YTD BUDGET	VARIANCE	% VARIANCE	ANNUAL BUDGET	BUDGET REMAINING
Administration, Other, Contingency:							
Administration							
General Supplies	79,933.22	298,518.24	457,950.00	159,431.76	34.81%	457,950.00	161,864.69
Professional, Outside Serv	812,198.80	2,908,591.69	3,151,300.00	242,708.31	7.70%	3,151,300.00	270,489.81
Outside Counsel-non V/L & W/C	46,626.78	397,834.83	550,000.00	152,165.17	27.67%	550,000.00	152,165.17
Civil Settlements		1,500.00	100,000.00	98,500.00	98.50%	100,000.00	98,500.00
Computer Maint	533,520.07	2,071,602.52	937,000.00	(1,134,602.52)	-121.09%	937,000.00	(1,134,602.52)
Marketing Expense	841,836.80	1,213,842.15	2,573,000.00	1,359,157.85	52.82%	2,573,000.00	1,359,157.85
Other Administration	238,843.68	668,940.96	975,151.00	306,210.04	31.40%	975,151.00	306,210.04
Total Administration	2,552,959.35	7,560,830.39	\$ 8,744,401	\$ 1,183,571	13.54%	\$ 8,744,401	\$ 1,183,571
Contingency							
	13,797.33	45,841.55	\$ 1,800,000	\$ 1,754,158	97.45%	\$ 1,800,000	\$ 1,754,158
Other							
Vehicle Purchase Expense			1,000,000.00	1,000,000.00	100.00%	1,000,000.00	1,000,000.00
Depreciation-Eligible	(33,278.83)	551,106.17	250,000.00	(301,106.17)	-120.44%	250,000.00	(551,106.17)
Interest Expense	12,326.00	50,614.00		(50,614.00)	0.00%		(50,614.00)
Total Other	(20,952.83)	601,400.22	\$ 1,250,000	\$ 648,600	51.89%	\$ 1,250,000	\$ 648,600
Community Partner							
Community Credit Exp.	1,080,179.00	4,320,647.00	4,320,650.00	3.00	0.00%	4,320,650.00	3.00
POS, Comm Transit Svc & Alloc Overhead	302,608.93	1,205,375.87	1,186,700.00	(18,675.87)	-1.57%	1,186,700.00	(18,675.87)
Total Special Services	1,382,787.93	5,526,022.87	\$ 5,507,350	\$ (18,673)	-0.34%	\$ 5,507,350	\$ (18,673)
Restricted Pass Through Expense (Rev. Match)							
	2,028,705.59	10,867,509.33	11,536,000.00	668,490.67	5.79%	11,536,000.00	(668,490.67)
Total Community Partner	\$ 3,411,494	\$ 16,393,532	\$ 17,043,350	\$ 649,818	3.81%	\$ 17,043,350	\$ 649,818
TOTAL EXPENSES (Wages & Operational)	\$ 47,045,265	\$ 153,099,319	\$ 182,604,600	\$ 29,504,829	16.16%	\$ 181,935,840	\$ 28,836,521
NET INCOME (LOSS)	\$ 14,366,839	\$ 29,771,814	\$ 29,360,027	\$ 411,787			

		4th Quarter FY 2023/24			
SMART FUNCTIONAL INCOME STATEMENT	CURRENT QUARTER ACTUAL	ACTUAL	BUDGET	\$\$ VARIANCE FAV(UNFAV)	% VARIANCE
REVENUES					
FEDERAL OPERATING REVENUE					
Section 5307 & 5309	(\$16,353.76)	\$590,047.60	\$1,900,000.00	(1,309,952.40)	68.94%
Other Federal Grants	21,768,852.29	33,372,568.67	48,000,000.00	(14,627,431.33)	-30.47%
Total Federal Operating Revenue	21,752,498.53	33,962,616.27	49,900,000.00	(15,937,383.73)	31.94%
STATE OF MICHIGAN					
Act 51	13,022,481.97	40,656,089.97	39,900,908.00	755,181.97	-1.89%
Other State Grant	731,352.14	2,644,229.47	1,622,619.00	1,021,610.47	-62.96%
Total State Operating Revenue	13,753,834.11	43,300,319.44	41,523,527.00	1,776,792.44	4.28%
LOCAL CONTRIBUTION					
Contribution From County Transit Authorities	18,495,831.86	75,117,218.28	94,885,000.00	(19,767,781.72)	20.83%
Total Local Contribution Revenue	18,533,612.15	75,042,498.57	94,735,000.00	(19,692,501.43)	20.79%
Local Comm Stabilization		1,769,047.16	2,000,000.00	(230,952.84)	11.55%
OPERATIONS:					
Fixed Route	2,043,207.63	6,680,707.29	6,241,700.00	439,007.29	-7.03%
Connector	138,131.76	536,628.38	562,400.00	(25,771.62)	4.58%
Mircotransit	126,893.90	418,822.33	200,000.00	218,822.33	-109.41%
Admin Fee Revenue	148,547.93	589,101.87	571,000.00	18,101.87	-3.17%
Interest Revenue	2,725,995.02	8,757,668.59	4,500,000.00	4,257,668.59	-94.61%
Fleet Maint Reimbursement	42,713.63	157,604.67	155,000.00	2,604.67	-1.68%
Other Revenues	117,964.13	788,608.81	40,000.00	748,608.81	-1871.52%
Restricted Revenue	2,028,705.59	10,867,509.33	11,536,000.00	(668,490.67)	5.79%
Total Operating Revenues	\$ 61,412,104	\$ 182,871,133	\$ 211,964,627	\$ (29,093,494)	-13.7%
OPERATING EXPENSES					
FUNCTIONAL OPERATIONS:					
Fixed Route	28,037,003.46	79,964,959.80	99,409,057.00	19,331,474.51	19.52%
Connector	7,559,585.11	20,416,817.52	22,111,851.00	1,695,033.48	7.67%
Microtransit	1,937,181.16	7,894,805.63	7,795,000.00	(99,805.63)	-1.28%
General Administration	5,935,359.23	27,450,065.46	33,195,342.00	5,745,276.54	17.31%
Community Credits	1,080,179.00	4,320,647.00	4,320,650.00	3.00	0.00%
Vehicle Purchase Expense			1,000,000.00	1,000,000.00	100.00%
Purchase of Service	213,857.96	826,391.06	691,700.00	(134,691.06)	-19.47%
Community Transit Service	146,330.91	596,343.07	495,000.00	(101,343.07)	-20.47%
Depreciation	80,939.24	665,324.24	250,000.00	(415,324.24)	166.13%
Interest Expense	12,326.00	50,614.00		(50,614.00)	0.00%
Contingency	13,797.33	45,841.55	1,800,000.00	(45,841.55)	0.00%
Restricted Expenses	2,028,705.59	10,867,509.33	11,536,000.00	668,490.67	5.79%
Total Operating Expenses	\$ 47,045,265	\$ 153,099,319	\$ 182,604,600	\$ 27,592,659	15.1%
Operating Revenues over (under) Expenses	\$ 14,366,839	\$ 29,771,814	\$ 29,360,027	\$ 411,787	



STAFFING REVIEW

As of June 30, 2024

HEADCOUNT REPORT	FY2023 Actual	FY2024 Budget	Diff
ATU (Fixed Route)	347	426	79
ATU CLERICAL (Clerical Support Personnel)	23	23	0
TEAMSTERS (Connector)	120	142	22
TEAMSTERS CLERICAL (CSO's)	21	21	0
AFSCME	67	76	9
UAW (Maintenance)	129	157	28
NONREPRESENTED	124	138	14
Authority Total	831	983	152



2025 TRANSIT PROVIDER AGREEMENTS

October 28, 2024 Transit Ad Hoc Committee



Agenda

- Agreements Overview
- Provider-by-Provider Summary
- Discussion



Agreements Overview

In your packet for each transit provider...

FOR YOUR REVIEW

Parent Contract:

- In place 2023-2025, not changing for 2025
- Defines what the transit provider will do for Oakland County in broad terms

Exhibits:

- Up for amendment annually, **changing for 2025**
- Defines what the transit provider will do for Oakland County in 2025 specifically

Schedule A:

- Shows how the FY 2025 County Budget will be amended with the amended Exhibits

FOR YOUR RECOMMENDATION TO ED&I

Resolution:

- Approves the 2025 amendments
- Authorizes appropriation of funding
- Authorizes the Board Chair to execute the Contract Amendment

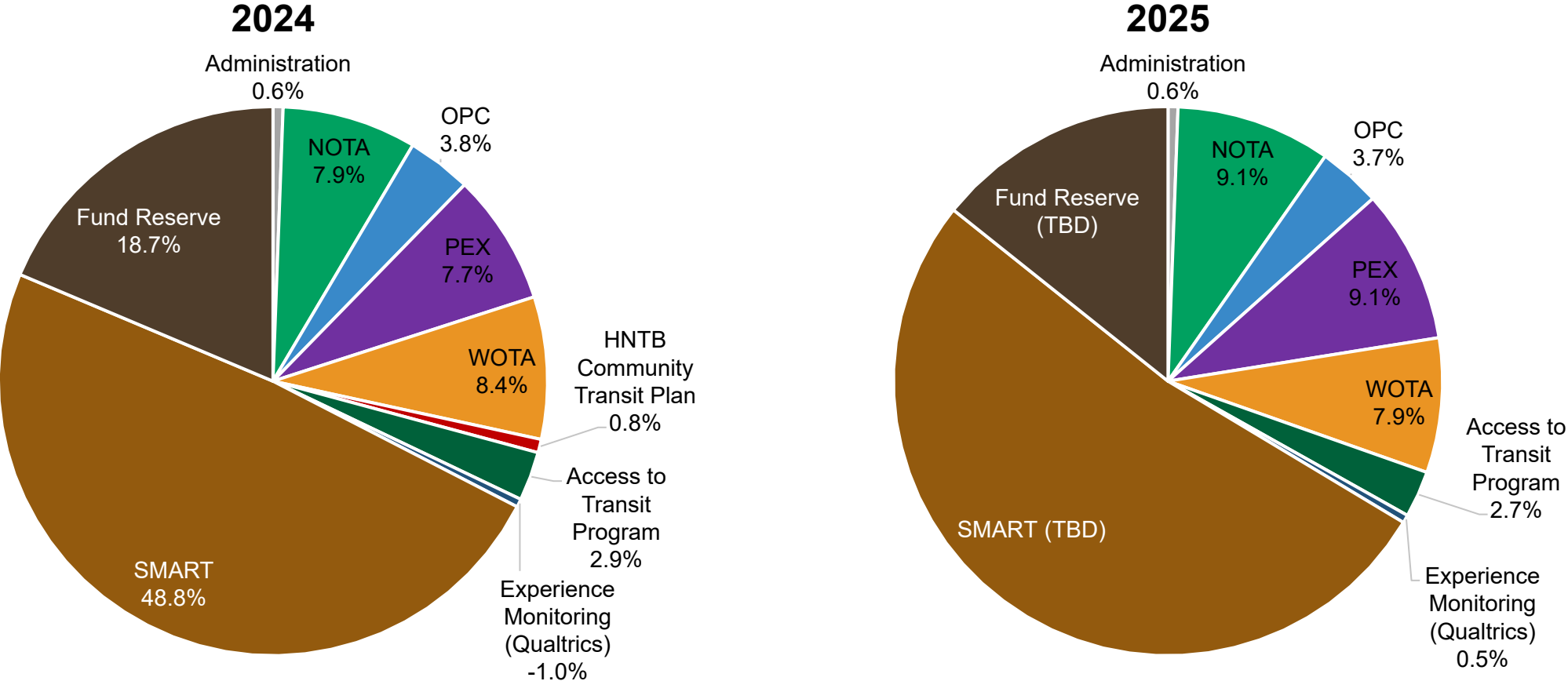
Contract Amendment:

- Once signed, is the document that puts the 2025 Exhibits into action

2025 vs 2024: Agreements – What’s changing?

- Incorporates **Oakland Community Health Network (OCHN) contracted services** and the **Veteran’s “This Ride’s On Us” Transportation Program** into the scope of services.
- Requires transit providers to participate in, provide the necessary information for, and commit to implementing the **Community Transit Plan**.
- Establishes “**core**” **service hours** during which all transit providers are to operate with the option to provide service earlier or later at the providers’ discretion.
- Updates the transit providers’ **budgets** to reflect planned 2025 revenue and expenses and to allocate appropriate funding from the Millage to support.
- Clarifies requirements for **vehicle and facility expenditures**, including giving Oakland County proper notice, using appropriate planning processes to remain eligible for State and Federal funding, investigating potential alternative funding sources, and paying workers a fair wage.

2025 vs 2024: Millage Breakdown



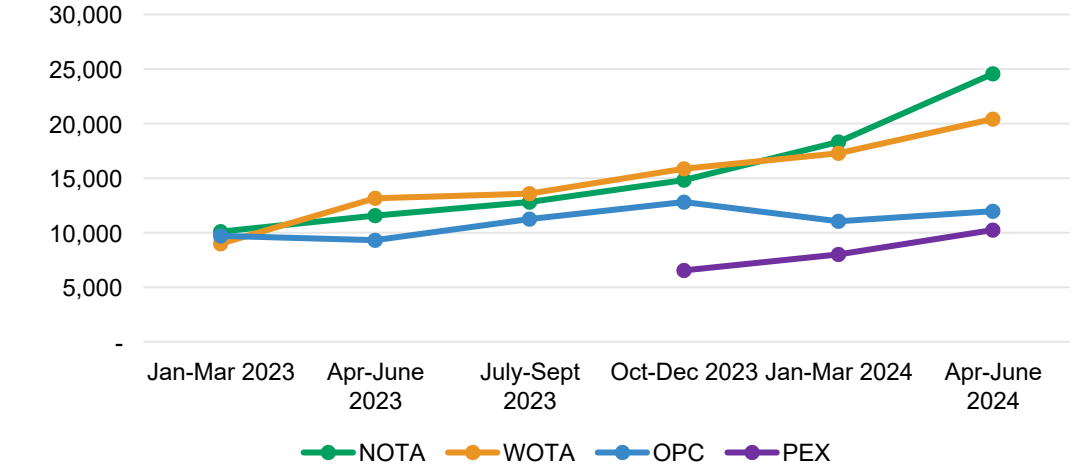
“Fund Reserve” = Resource Base for Amendments, Woodward BRT, etc.

2024 vs 2023: Service Performance

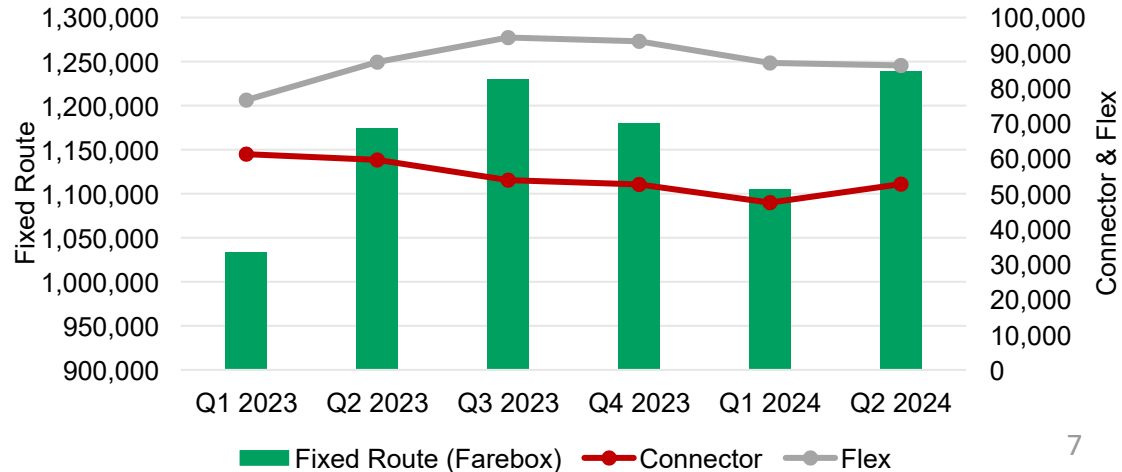
Since the end of 2023...

- **Community Transit (NOTA/WOTA/OPC/PEX):**
 - 53 more vehicles
 - 34% increase in ridership
 - 48% increase in miles driven
- **SMART:**
 - About 20,090 more people within a 5-minute walk of a bus stop
 - 2 new fixed routes
 - 5% increase in fixed route ridership

Community Transit Ridership



SMART Ridership





Provider-by-Provider Summary

North Oakland Transportation Authority (NOTA)

In 2024:

- Officially incorporated northwest communities into service area:
 - Independence Township
 - City of the Village of Clarkston
 - Springfield Township
- Implemented general public service
- 66% increase in ridership since 2023

In 2025:

- Continuing to increasing service capacity with more staff but to a lesser extent than in 2024 (growth beginning to level off)
- Renovating facility to accommodate more staff

OC Millage Funding	2024	2025
Operating	\$ 3,547,429	\$ 4,940,231
Capital	\$ 1,941,000	\$ 1,719,115
Total	\$ 5,488,429	\$ 6,659,346

- 21% increase in millage funding compared to 2024 due to absorption of northwest communities and continued ridership growth
- Covering 7% less of NOTA's total budget than in 2024

Western Oakland Transportation Authority (WOTA)

In 2024:

- Implemented weekend service
- Implemented general public service
- 29% increase in ridership since 2023

In 2025:

- Continuing to increase service capacity with more staff but to a lesser extent than in 2024 (growth beginning to level off)

OC Millage Funding	2024	2025
Operating	\$ 4,260,088	\$ 4,592,646
Capital	\$ 1,543,500	\$ 1,189,563
Total	\$ 5,803,588	\$ 5,782,209

- 0.4% decrease in millage funding compared to 2024 due to decreased need for additional vehicles and staff
- Covering 15% more of WOTA's total budget than in 2024 due to decreased State funding (Local Bus Operating Assistance)

OPC Social & Activity Center (OPC)

In 2024:

- Moved into a new facility with more space for vehicles and staff
- Increased service capacity with more vehicles and staff
- Expanded driving boundary
- Expanded weekend hours

In 2025:

- Continuing to increase service capacity with more vehicles and staff but to a lesser extent than in 2024 (growth beginning to level off)

OC Millage Funding	2024	2025
Operating	\$ 1,814,300	\$ 2,097,105
Capital	\$ 813,500	\$ 597,900
Total	\$ 2,627,800	\$ 2,695,005

- 3% increase in millage funding compared to 2024
- Covering 11% less of OPC’s total budget than in 2024 due to new State funding (Local Bus Operating Assistance)

People’s Express (PEX)

In 2024:

- Increased service capacity with more vehicles and staff
- Incorporated City of Novi into service area
- 57% increase in ridership since 2023 (not including Novi impact, data from Apr-June quarter)

In 2025:

- Continuing to increase service capacity with more vehicles and staff to meet burgeoning demand

OC Millage Funding	2024	2025
Operating	\$ 3,506,219	\$ 5,200,000
Capital	\$ 1,850,889	\$ 1,400,000
Total	\$ 5,357,108	\$ 6,600,000

- 23% increase in millage funding compared to 2024
- Covering 10% less of PEX’s total budget than in 2024 due to new State funding (Local Bus Operating Assistance)



Discussion

AGENDA ITEM: Amendment 2025-1 with North Oakland Transportation Authority (NOTA) for Public Transit Services

DEPARTMENT: Economic Development - Oakland County Transit Division

MEETING: Oakland County Transit Ad Hoc Committee

DATE: Monday, October 28, 2024 11:00 AM - [Click to View Agenda](#)

ITEM SUMMARY SHEET

COMMITTEE REPORT TO BOARD

Resolution #2024-4622

Motion to approve Amendment 2025-1 to the Public Transportation Agreement between Oakland County and North Oakland Transportation Authority (NOTA) with the attached 2025 amended Exhibit A – Scope of Transportation Services, Exhibit B – Budget, and Exhibit F- Veteran’s Transportation Agreement; further, authorize an appropriation in an amount not to exceed \$6,659,346 from the Oakland County Public Transportation Millage; further, authorize the Chair of the Board to execute the Amendment of Agreement on behalf of Oakland County; further, amend the FY 2025 budget as reflected in the attached Schedule A – Budget Amendment.

ITEM CATEGORY

SPONSORED BY

Interlocal Agreement

Brendan Johnson

INTRODUCTION AND BACKGROUND

This is a request for the approval of an amendment to the Interlocal Agreement and an appropriation of funds to the North Oakland Transportation Authority (NOTA) to provide public transit services for the residents of Oakland County in 2025. The appropriation of funds will be in the amount not to exceed \$6,659,346 from the Oakland County Public Transportation Millage. With the passage of the Oakland County Transportation Millage in 2022, millage funds will be disbursed to NOTA to support and improve transportation services for all residents in the County.

At the beginning of 2023, Oakland County negotiated and approved the three-year Interlocal Agreement with Exhibits to be negotiated on an annual basis. Amendments to the Exhibits for 2025 are:

- Incorporating Oakland Community Health Network (OCHN) contracted services and the Veteran’s Transportation Agreement between Oakland County and the Suburban Mobility Authority for Regional Transportation (SMART) with its partner transportation service providers, including NOTA, into NOTA’s scope of services.
- Requiring NOTA to participate in, provide the necessary information for, and commit to implementing the Community Transit Plan being developed by Oakland County’s consultant team.
- Establishing “core” service hours during which all of Oakland County’s community transit providers operate with the option to provide service earlier or later at the providers’ discretion.

- Updating NOTA's budget to reflect planned 2025 revenue and expenses and to allocate appropriate funding from the Millage to support.
- Clarifying requirements for vehicle and facility expenditures, including giving Oakland County proper notice, using appropriate planning processes to remain eligible for State and Federal funding, investigating potential alternative funding sources, and paying workers a fair wage.

On final approval, the Board Chair is authorized to amend the Interlocal Agreement on behalf of the County. The FY 2025 budget shall be amended as reflected in the attached Schedule A – Budget Amendment.

POLICY ANALYSIS

Amendment 2025-1 is effective January 1, 2025. Participating communities are Addison Township, Village of Leonard, Oxford Township, Village of Oxford, Orion Township, Village of Lake Orion, Independence Township, City of the Village of Clarkston, and Springfield Township. Affiliate communities are Brandon Township and Village of Ortonville.

Transportation services for the general public will continue to be provided with the priority being given to persons with disabilities, seniors aged 55 and older, veterans, and low-income individuals. NOTA shall provide transportation services for veterans according to the Veteran’s Transportation Agreement between the Suburban Mobility Authority for Regional Transportation (SMART) and Oakland County. Additionally, NOTA shall provide transportation services for Oakland Community Health Network (OCHN) clients according to its contract with OCHN.

APPROVAL HISTORY

Original Agreement	Resolution # 2023-2589 23-24	\$2,847,605
Amendment 2023-1	Resolution # 2023-3501 23-150	\$0
Amendment 2024-1	Resolution # 2023-3544 23-157	\$4,187,562
Amendment 2024-2	Resolution # 2024-3892 24-12	\$0
Amendment 2024-3	Resolution # 2024-4430 24-70	\$1,300,867
Amendment 2025-1	Pending	\$6,659,346

BUDGET AMENDMENT REQUIRED: Yes

Committee members can contact Amy Aubry, Analyst at aubrya@oakgov.com or the department contact persons listed for additional information.

CONTACT

Eli Cooper, Manager Transit

ITEM REVIEW TRACKING

Eli Cooper, Economic Development - Oakland County Transit Division	Created/Initiated - 10/16/2024
Amy Aubry, Board of Commissioners	Approved - 10/17/2024
Brent Straub, Fiscal Services	Approved - 10/17/2024
Diana McBroom, Risk Management	Approved - 10/21/2024
Solon Phillips, Corporation Counsel	Approved - 10/21/2024
Sheryl Johnson, Fiscal Services	Approved - 10/22/2024
Amy Aubry, Board of Commissioners	Approved - 10/22/2024
Brendan Johnson, Board of Commissioners	Final Approval - 10/27/2024

AGENDA DEADLINE: 10/18/2024 4:30 PM

ATTACHMENTS

1. Schedule A - Budget Amendment - NOTA 2025
2. 2024-10-16 NOTA Contract Amendment
3. 2024-10-16 NOTA Exhibit A Scope
4. 2024-10-16 NOTA Exhibit B Budget
5. 2024-10-16 NOTA Exhibit F Veterans
6. NOTAExecutedAgreement2023

COMMITTEE TRACKING

2024-10-28 Oakland Transit - Refer to Economic Development & Infrastructure Committee
2024-11-12 Economic Development & Infrastructure
2024-11-21 Full Board

Motioned by: Commissioner Ajay Raman

Seconded by: Commissioner David Woodward

Yes: David Woodward, Philip Weipert, Brendan Johnson, Ajay Raman (4)

No: None (0)

Abstain: None (0)

Absent: Michael Gingell (1)

Passed

Oakland County, Michigan

ECONOMIC DEVELOPMENT - OAKLAND COUNTY TRANSIT DIVISION - NOTA 2025 Agreement

Schedule "A" DETAIL

R/E	Fund Name	Division Name	Fund # (FND)	Cost Center (CCN) #	Account # (RC/SC)	Program # (PRG)	Grant ID (GRN) #	Project ID # (PROJ)	Region (REG)	Budget Fund Affiliate (BFA)	Ledger Account Summary	Account Title	FY 2025 Amendment	FY 2026 Amendment	FY 2027 Amendment
E	Oakland Transit	Transit Services	FND20288	CCN1090802	SC730373	PRG172155					730000	Contracted Services	5,424,289	1,235,057	-
E	Oakland Transit	Transit Services	FND20288	CCN1090802	SC796500	PRG172155					796500	Budgeted Equity Adjustment	(5,424,289)	(1,235,057)	-
												Total Expenditures	\$ -	\$ -	\$ -

AMENDMENT OF INTERLOCAL CONTRACT: CON00010161

AMENDMENT: 2025-1

AMENDMENT DATE: October 16, 2024

This AMENDMENT OF INTERLOCAL CONTRACT (hereafter this "Amendment") is made and entered into by and between the Contractor named and identified below, (hereafter "Contractor") and the COUNTY OF OAKLAND (hereafter "County") whose address is 2100 Pontiac Lake Rd, Waterford, MI 48328.

CONTRACTOR	ADDRESS
North Oakland Transportation Authority	675 S Glaspie Street
Vendor Number: 0000040437	Oxford, MI 48371

The County and Contractor agree and acknowledge that the purpose of this Amendment is to modify as provided herein and otherwise continue the present contractual relationship between the Parties as described in their current contract with the same contract number as above.

In consideration of the extension of the mutual promises, representations, assurances, agreements, and provisions in the Contract and this Amendment, the adequacy of which is hereby acknowledged by the Parties, the County and Contractor hereby agrees to amend the current Contract as follows:

- 1.0 The County and Contractor agree that any and all defined words or phrases in the current Contract between the parties will apply equally to and throughout the amendment.
- 2.0 The Parties agree that any and all other terms and conditions set forth in the current Contract between the Parties shall remain in full force and effect and shall not be modified, excepted, diminished, or otherwise changed or altered by this Amendment except as otherwise expressly provided for in this Amendment.
- 3.0 Description of Change:

Amendment of Scope of Work and Budget to continue and expand services for pre-existing Participating and Affiliate Communities as described in Exhibit A.

In addition to and without limiting any of Contractor's obligations or duties under the Contract, Contractor shall provide County with the Deliverables (goods and/or services) provided in the attached Amended Exhibit A (Scope of Transportation Services) for the values provided therein, which is included

and incorporated into this Amendment. The Parties shall comply with the terms in Amended Exhibit A (Scope of Transportation Services).

In addition to and without limiting any of Contractor's obligations or duties under the Contract, Contractor shall provide County with the Deliverables (goods and/or services) provided in the attached Amended Exhibit B (Budget) for the prices provided therein, which is included and incorporated into this Amendment. The Parties shall comply with the terms in Amended Exhibit B (Budget).

In addition to and without limiting any of Contractor's obligations or duties under the Contract, Contractor shall provide County with the Deliverables (goods and/or services) provided in the attached Amended Exhibit F (Veteran's Transportation) for the prices provided therein, which is included and incorporated into this Amendment. The Parties shall comply with the terms in Amended Exhibit F (Veteran's Transportation).

For and in consideration of the mutual assurances, promises, acknowledgments, warrants, representations, and agreements set forth in the Contract and this Amendment, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned hereby execute this Amendment on behalf of the County, and Contractor and by doing so legally obligate and bind the County and Contractor to the terms and conditions of the Contract and this Amendment.

Authorization and Completion of Agreement. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Amendment of Interlocal Contract. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

IN WITNESS WHEREOF, Lynn Gromaski, Executive Director, North Oakland Transportation Authority, hereby acknowledges that she has been authorized by a resolution of the North Oakland Transportation Authority, a certified copy of which is attached, to execute this Agreement on behalf of Public Body and hereby accepts and binds Public Body to the terms and conditions of this Agreement.

EXECUTED: _____

DATE: _____

Lynn Gromaski, Executive Director
North Oakland Transportation Authority

WITNESSED: _____

DATE: _____

North Oakland Transportation Authority

IN WITNESS WHEREOF, David T. Woodward, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Agreement on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Agreement.

EXECUTED: _____

DATE: _____

David T. Woodward, Chairperson
Oakland County Board of Commissioners

WITNESSED: _____

DATE: _____

Oakland County Board of Commissioners
County of Oakland

EXHIBIT A

AMENDMENT: 2025-1

2025 NORTH OAKLAND TRANSPORTATION AUTHORITY (NOTA)

SCOPE OF TRANSPORTATION SERVICES

Scope of Work Summary:

1. 2025 Scope of Services Utilizing Oakland County Millage Funds

- a. In this agreement, the term “Participating Community” is defined to include Addison Township, Village of Leonard, Oxford Township, Village of Oxford, Orion Township, Village of Lake Orion, Independence Township, City of the Village of Clarkston, and Springfield Township.
- b. In this agreement, the term “Affiliate Community” is defined to include Brandon Township and Village of Ortonville.
- c. NOTA shall begin the service as set forth in this Exhibit A on January 1, 2025.
- d. NOTA shall provide transportation services for residents of the Participating Communities as outlined in Exhibits A and B. Residents of Participating Communities can utilize NOTA transportation services within the driving boundaries as shown on the 2025 NOTA Service Area Map on page 5 of this Exhibit A.
- e. Transportation services for the general public will continue to be provided with the priority being given to persons with disabilities, seniors aged 55 and older, veterans, and low-income individuals; however, trip fulfillment is at the discretion of NOTA, subject to its capacity to accommodate such trips.
- f. NOTA shall provide transportation services for veterans according to the Veteran’s Transportation Agreement between the Suburban Mobility Authority for Regional Transportation (SMART) and Oakland County attached as Exhibit F. Rides provided under the Veteran’s Transportation Agreement will be reported to the Oakland County Transit Manager on a monthly basis.

- g. NOTA shall provide transportation services for Oakland Community Health Network (OCHN) clients according to its contract with OCHN. Whenever the contract is updated, Transit Provider shall provide a copy to the Oakland County Transit Manager. Rides provided under NOTA's contract with OCHN will be reported to the Oakland County Transit Manager on a quarterly basis along with NOTA's regular quarterly reporting.

2. Service Guidelines

- a. Observed Holidays include the following: New Year's Eve, New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, and Christmas Day. Trip fulfillment on observed holidays is at the discretion of NOTA, subject to its capacity to accommodate such trips.
- b. For consistency across transit providers, weekday service shall be provided during the following core service hours: Monday-Friday from 6:00 a.m. – 9:00 p.m., excluding holidays. NOTA may provide service earlier in the morning or later in the evening than these core service hours at its discretion.
- c. For consistency across transit providers, weekend service shall be provided during the following core service hours: Saturdays from 8:00 a.m. – 4:00 p.m. and Sundays from 7:30 a.m. – 3:30 p.m., excluding holidays. NOTA may provide service earlier in the morning or later in the evening than these core service hours at its discretion.
- d. Residents may request to be transported outside of NOTA's posted service hours and on observed holidays, but trip fulfillment is solely at the discretion of NOTA based on its capacity to accommodate such trips.
- e. For consistency across transit providers, customer service and the ride scheduling call center shall be operational during the following core service hours: Monday-Friday from 8:00 a.m. – 4:00 p.m., excluding holidays. NOTA may provide customer service and operate the ride scheduling call center earlier in the morning or later in the evening than these core service hours at its discretion.

- f. Riders will schedule trips directly with NOTA and advance notice of at least 3 business days is requested. Riders can request rides with less advance notice, but trip fulfillment is at the discretion of NOTA based on its capacity to accommodate such trips.

3. Relations of Parties

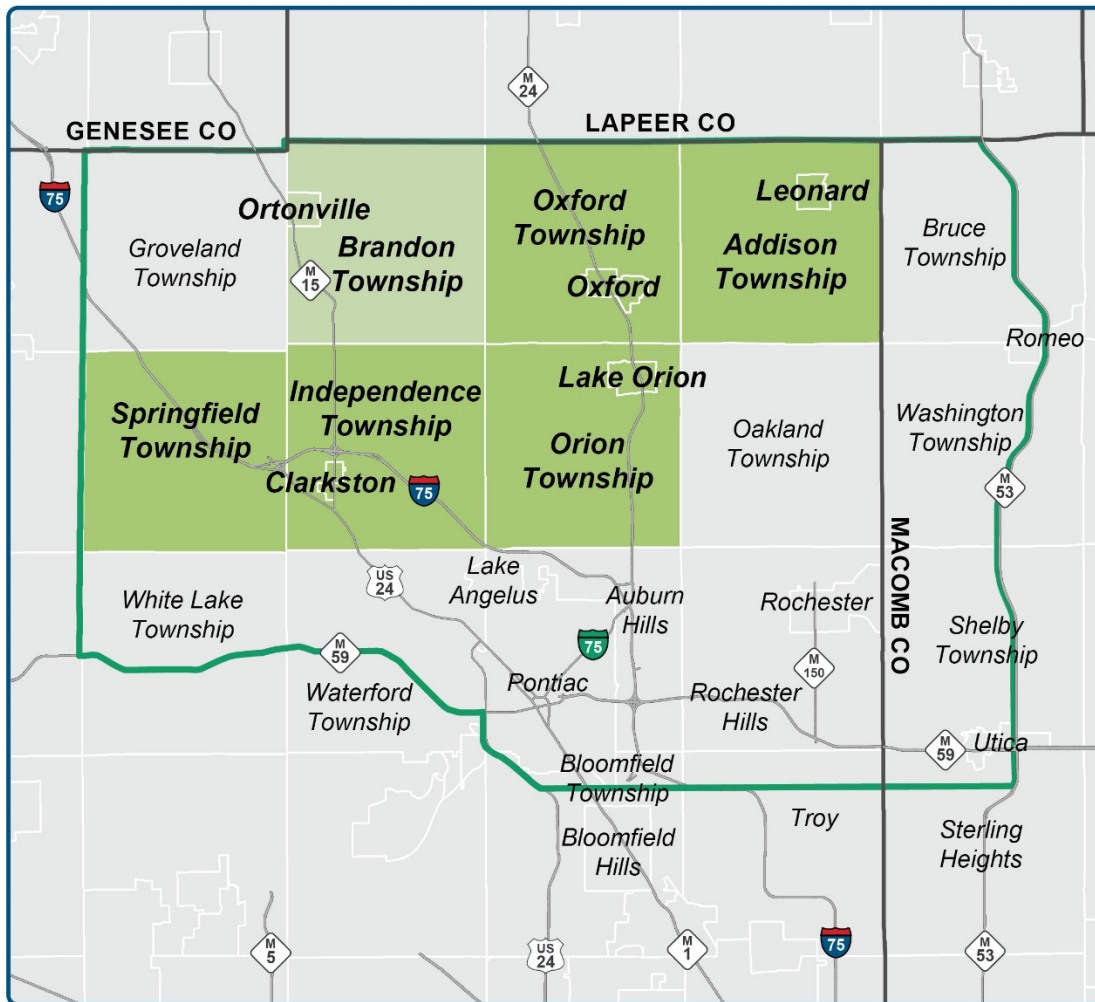
- a. NOTA staff shall attend scheduled meetings with Oakland County Transit Division staff and the other Oakland County transit providers to coordinate on a seamless system of transportation that meets the needs of all Oakland County residents.
- b. NOTA will work in a timely manner to address all concerns related to the contracted services presented by the Oakland County Transit Division staff and/or staff/elected officials from Participating Communities.
- c. NOTA will work with other Oakland County transit providers to fulfill trip requests when the provider is unable to accommodate them internally, subject to NOTA's capacity and software capabilities.
- d. NOTA will work towards enabling transfers to and from other Oakland County transit providers, if needed, to fulfill trip requests, with transfer locations and fare payment coordinated with the other transit provider(s). Transfers will be at NOTA's discretion and subject to capacity and software capabilities.
- e. NOTA will share announcements of new service changes utilizing Transit Millage funding (for example: draft press releases, newsletters, marketing, and communications information) with Oakland County Transit Division staff at least two weeks before release to ensure coordinated communication and will incorporate the Oakland Transit logo as outlined in Exhibit E. Oakland County will also share announcements or information mentioning NOTA with NOTA at least two weeks before release.
- f. NOTA shall participate in, provide the necessary information for, and commit to implementing the Community Transit Plan being developed by Oakland County's consultant team.

4. Service Operations

- a. NOTA shall be responsible for fueling, cleaning, and all maintenance of vehicles. NOTA will always maintain its equipment in good mechanical condition in conformity with all applicable safety regulations and will keep all vans and/or buses in clean condition. NOTA vehicles shall be subject to inspection by Oakland County upon reasonable demand.
- b. NOTA warrants that it now has, and will continue to have, during the term of this agreement, all necessary licenses, certifications, or other documents required by any federal or state governmental agency which authorize, permit or pertain to the operation of public transportation service. Verification of such licenses shall be presented to Oakland County upon demand.
- c. NOTA will utilize drivers for this service who are properly qualified and lawfully licensed for the service provided in the vehicles used and have received training. Criminal background checks will be performed on all drivers. Drivers will display proper courtesy toward passengers and maintain a neat, clean appearance.
- d. NOTA will maintain official logos, markings, or text affixed to the exterior of all revenue service vehicles that include "North Oakland Transportation Authority/NOTA" and "Oakland Transit" so users of the service can identify vehicles. Usage of the Oakland Transit logo is outlined in Exhibit E – License for Use of County Servicemark.

2025 NOTA SERVICE AREA MAP

• North Oakland Transportation Authority •



The information provided herewith has been compiled from recorded deeds, plats, tax maps, surveys and other public records. It is not a legally recorded map or survey and is not intended to be used as one. Users should consult the information sources mentioned above when questions arise.






Participating Community Residents living in these communities may utilize transportation services provided by NOTA	Affiliate Community Residents living in these communities may utilize transportation services provided by NOTA or their municipality	Driving Boundary NOTA provides transportation services to destinations located within the boundary
--	--	--

09.23.2024

EXHIBIT B
AMENDMENT: 2025-1
2025 NORTH OAKLAND TRANSPORTATION AUTHORITY (NOTA)
BUDGET

Oakland County Public Transportation Millage Funds:

Total payment not to exceed \$6,659,346 to maintain current services and expand services as planning substantiates.

1. Terms of Payment for Services:

- a. Payment for the Scope of Work as described in Exhibit A will be as follows: Oakland County will distribute an amount not to exceed \$6,659,346 (Six Million Six Hundred Fifty-Nine Thousand Three Hundred Forty-Six Dollars) in Public Transportation Millage Funds to NOTA for the scope of work that is incorporated into this Agreement as Exhibit A. NOTA will receive quarterly payments as shown in the Payment Schedule table below. Except as extended, modified, or amended pursuant to Article II, Article III, and/or Article XIV of the Agreement, the Terms of Payment set forth herein shall expire on December 31, 2025.

2. Fee for Transportation Services

The following factors are included in the NOTA fee for transportation services and are set forth in Section 9:

- a. Insurance: Insurance coverages to meet the County Contractor Insurance Requirements as described in Exhibit D.
- b. Fuel and Maintenance: Fueling, cleaning, and maintenance of vehicles.
- c. Staff: Hiring and training necessary staff to enhance capacity and deliver quality services.
- d. Vehicle Fleet: Acquiring cameras for new vehicles to ensure driver and rider safety.
- e. Facility: Renovation of NOTA's building to provide appropriate space for additional

staff and paving of the parking lot that NOTA uses for vehicle storage at Independence Township's Senior Center.

3. Payment Schedule

2025	Operations		Capital	
Jan	\$	1,235,057.75	\$	1,719,115.00
Apr	\$	1,235,057.75	\$	0.00
July	\$	1,235,057.75	\$	0.00
Oct	\$	1,235,057.75	\$	0.00
TOTAL	\$	4,940,231.00	\$	1,719,115.00

- a. \$1,719,115 has been allocated for capital expenditures for cameras for new vehicles, renovation of NOTA's facility, and paving the Independence Township parking lot. This shall be paid by Oakland County to NOTA in an amount not to exceed \$1,719,115 (One Million Seven Hundred Nineteen Thousand One Hundred Fifteen Dollars).

4. Invoices

- a. Payments by the County, after the Agreement is fully executed, will be made within 30 days of receipt of an invoice from NOTA for the amounts listed in Section 3.

5. Fare Collection

- a. NOTA shall charge residents of Participating Communities utilizing its service a base fare of \$4.00 per each one-way trip within the driving boundary as shown on the 2025 NOTA Service Area Map as incorporated in Exhibit A.
- b. NOTA shall charge seniors aged 55 and older, persons with disabilities, and low-income individuals of Participating Communities a discounted fare of \$2.00 per one-way trip within the driving boundary as shown on the 2025 NOTA Service Area Map as incorporated in Exhibit A.
- c. NOTA shall not charge veterans any fare for trips within Oakland County pursuant to the Veteran's Transportation Agreement between the Suburban Mobility Authority for Regional Transportation (SMART) and Oakland County attached as Exhibit F.

- d. NOTA may, at its sole discretion, provide trips outside the driving boundary as shown on the 2025 NOTA Service Area Map incorporated in Exhibit A to residents of Participating Communities at a base fare of \$4.00 per one-way trip plus \$2.50 per mile driven outside the boundary subject to capacity and software capabilities.
- e. NOTA may, at its sole discretion, provide trips outside the driving boundary as shown on the 2025 NOTA Service Area Map incorporated in Exhibit A for seniors aged 55 and older, persons with disabilities, and low-income individuals of Participating Communities at a discounted fare of \$2.00 per one-way trip plus a discounted rate of \$1.25 per mile driven outside the boundary subject to capacity and software capabilities.
- f. The per mile fee for all one-way out of boundary trips is charged starting at the driving boundary and ending at the destination and vice versa.
- g. Riders will be responsible for fare payment in accordance with NOTA's rider guidelines.
- h. Aides or persons assisting either seniors or persons with disabilities will be permitted to ride at no cost.
- i. All fares paid by eligible residents are to be retained by NOTA.

6. Vehicle Expenditures

- a. NOTA shall notify Oakland County prior to purchasing or committing to the purchase of a vehicle. These vehicles are hereinafter referred to as "Project Vehicle(s)," to expand and improve service in accordance with the terms and conditions of this Agreement.
- b. The Project Vehicle(s) shall comply with all Federal Contract Clauses including regulations regarding procurement, Buy America, vehicle specifications, safety standards, and bus testing. All federal clauses can be found in the respective contracts on the State Vehicle Contracts and Procurement website at <https://www.michigan.gov/mdot/travel/mobility/pub-transit/state-vehicle-contracts-and-procurement>.

- c. All capital expenditures for the purchase of Project Vehicle(s) shall comply with Section 3(a), above.
- d. NOTA agrees to use Project Vehicles for the purposes as stated in Exhibit A, which is incorporated into this Agreement.
- e. NOTA agrees to provide all maintenance, repair, and fueling of these vehicles, consistent with its responsibilities in Section 2(b), above.
- f. Prior to delivery of the Project Vehicle(s), NOTA shall provide Oakland County with the Make, Model and VIN number(s) of the Project Vehicle(s).
- g. NOTA is to notify Oakland County that they have taken possession of the Project Vehicle(s) and provide the date that each Project Vehicle(s) is placed in revenue service.
- h. NOTA shall notify Oakland County of any changes, collisions, or significant damage to the Project Vehicle(s).
- i. NOTA shall retain title to Project Vehicles. No Project Vehicles shall be disposed of or reassigned without prior written approval by Oakland County.

7. Project Vehicle Disposition

The Parties intend and agree that if Oakland County provides funding for capital expenditures (i.e., vehicles) to NOTA and this Agreement is terminated or not renewed before any or all of the purchased vehicles reach the end of their Minimum Useful Life, as defined herein, or if a purchased vehicle is removed from service prior to the end of its Minimum Useful Life, NOTA shall reimburse Oakland County for the Remaining Value of any such vehicle(s) in accordance with the following:

- a. For the purpose of this Agreement, the “Minimum Useful Life” of each purchased vehicle shall be determined to be five (5) years, beginning on the date the vehicle is placed into service.
- b. The value of each vehicle shall be depreciated on a straight-line basis according to the time each vehicle has been in service, i.e., twenty percent (20%) depreciation

in value for each year the vehicle has been in service, or any fraction thereof. Thus, each vehicle will be fully depreciated five (5) years after it is put into service.

- c. Correspondingly, the Remaining Value of the vehicle shall be the purchase price minus depreciation.
- d. Any insurance proceeds obtained by NOTA in connection with a vehicle which is permanently taken from service as a result of collision, fire, or other such casualty shall be applied toward the amount of reimbursement owed to Oakland County. Oakland County will then work with NOTA to determine whether a replacement vehicle is to be purchased by Oakland County with transit millage funds.
- e. No vehicle shall be disposed of before the end of its Minimum Useful Life without prior Oakland County approval.
- f. NOTA shall maintain financial and operating records for each vehicle for at least seven (7) years from the date of its disposal or permanent removal from service.

8. Facility Expenditures

Expenditures for facilities are subject to:

- a. Advance review and approval by Oakland County.
- b. An appropriate facility planning process that satisfies State and Federal procedures to remain eligible for State and Federal funding.
- c. NOTA providing a scope of work to Oakland County.
- d. NOTA providing documentation to Oakland County that all potential funding sources and financing methods have been considered and pursued if feasible.
- e. NOTA shall require any contractors and sub-contractors who perform any work on NOTA facilities to pay all skilled and unskilled tradespersons, mechanics, and laborers, including but not limited to carpenters, electricians, plumbers, cement masons, workers, helpers, assistants, and apprentices not less than the wages and benefits prevailing in Oakland County, Michigan.
- f. NOTA shall comply with Oakland County's Competitive Public Bid Requirements when hiring third parties to complete facility work:

- i. Requirement for Competitive Bidding: NOTA shall not engage any third parties to perform any services without first conducting a competitive public bidding process.
- ii. Bid Process:
 - 1. NOTA shall prepare and issue a Request for Proposals (RFP) for the services to be performed, which shall be publicly advertised to ensure broad competition.
 - 2. The RFP must include a comprehensive description of the services to be performed, selection criteria, and submission deadlines. The advertisement must remain open for a minimum of 30 days to allow adequate time for potential bidders to respond.
- iii. Selection of Vendor: NOTA shall evaluate all bids received based on the criteria outlined in the RFP. The selection of the winning bid shall prioritize quality, cost-effectiveness, and the vendor's qualifications. A written record of the evaluation process and the rationale for selecting the chosen vendor must be maintained.
- iv. Compliance and Accountability: NOTA is responsible for ensuring that all services performed comply with applicable laws and regulations.

9. Budget

Revenues

Fares	\$	215,000
Oakland County Transit Millage	\$	6,659,346
Municipal Credits	\$	110,182
Community Credits	\$	0
Local Bus Operating	\$	2,678,738
FTA 5310 Grant	\$	206,536
MDOT Specialized Services Grant	\$	28,062
SEMCOG EV Grant	\$	298,290
Draw on NOTA Fund Balance for Building Renovation	\$	500,000
Other Revenue: Miscellaneous	\$	153,500
Revenue Total	\$	10,849,654

Expenses

Salaries and Benefits

Administration Salary	\$	561,000
Dispatch/Drivers Wages	\$	4,511,699
Mechanic/Maintenance Wages	\$	0
Grant Payroll Expenses	\$	0
Personnel Benefits	\$	572,250
Pension/Retirement Benefits	\$	215,000
Other: Salary Expenses	\$	484,500
Salaries and Benefits Total	\$	6,344,449

Program Costs

Communication Expenses- Phones, Tablets, Etc.	\$	143,400
Drug and Alcohol Testing	\$	12,000
Fuel - Diesel and Oil	\$	440,000
Grant Program Expenses	\$	155,290
Insurance Expenses	\$	510,000
Maintenance/Repairs	\$	341,000
Other: Program Costs	\$	58,150
Program Cost Total	\$	1,659,840

Building Costs

Building Rent/Lease	\$	0
Snow Removal/Landscaping	\$	7,500
Utilities	\$	22,000
Other: Building Operating Expenses	\$	20,000
Building Cost Total	\$	49,500

Operating Expenses

Advertising/Marketing	\$	20,000
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Dispatch Software	\$	39,000
Memberships and Dues	\$	0
Office Supplies	\$	35,000
Professional Development- Training, Education, Travel, Etc.	\$	23,250
Professional Services- Audit, Legal, Website, IT, Other	\$	173,500
Trolley Expenses	\$	28,000
Other: Administrative Costs	\$	0
Operating Expenses Total	\$	318,750

Capital Costs

Equipment- Vehicle Cameras	\$	94,000
Building Renovation of Suite B and Office Expansion	\$	1,550,115
Independence Township- Paving a Portion of Parking Lot	\$	75,000
Office Computers	\$	25,000
Vehicles- SEMCOG EV Grant Only	\$	143,000
Other: Capital Costs (depreciation)	\$	590,000
Capital Costs Total	\$	2,477,115

Expense Total	\$	10,849,654
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- a. Any changes to line-item budget allocations requested by NOTA shall be made in writing, directed to the Oakland County Transit Manager, and shall specify the nature of the change requested, the reason for the proposed change and whether or not the requested change will result in an increase in the overall total budget amount. The Transit Manager shall then have sole discretion to grant or deny the change, in whole or in part, consistent with the authority that the Transit Manager has been given by the Oakland County Board of Commissioners (BOC).
- b. Other than as provided in the above subsection (a), the Parties acknowledge that in accordance with subsection 14.1 of the Agreement (“Amendments”), the commitment or disbursement of Public Transportation Millage funds by Transit Provider for items not specifically budgeted above, or payment by Transit Provider of an amount in an excess of the budgeted amount for a particular line item as addressed under subsection 3.4 of the Agreement (“Not to Exceed”) are not permissible under this Agreement without a duly approved and executed amendment to the Agreement. No services shall be commenced, and no costs or obligations incurred, including, but not limited to, real property

transactions or capital expenditures not presently budgeted, unless appropriate approval has been obtained from the County.

EXHIBIT F

AMENDMENT: 2025-1

2025 NORTH OAKLAND TRANSPORTATION AUTHORITY (NOTA)

VETERAN'S TRANSPORTATION AGREEMENT

Veteran's Transportation Agreement: Scope of Services

The Scope of Services to be provided by the Suburban Mobility Authority for Regional Transportation (SMART) to Oakland County pursuant to an Interlocal Agreement for the utilization of grant funds by Oakland County received from the Michigan Veteran's Affairs Agency County Veteran's Service Fund (CVSF) for the purpose of providing origin to destination transportation for veterans (and widows of veterans) and a needed PCA (other riders must pay their applicable fare) is set forth as follows:

1. Subject to availability, origin to destination transportation services shall be provided (5) days per week, Monday through Friday, to any location in Oakland County. ADA eligible rides will be provided based on ADA guidelines.
2. Subject to availability, the hours of service to be provided shall accommodate arrivals by 8:00 a.m. and departures up to 6:30 p.m., ADA eligible trips are based on the ADA guidelines.
3. The services shall be available throughout all of Oakland County. SMART may partner with other transportation service providers as needed in order to achieve full geographic coverage of Oakland County. SMART and its partners will utilize a shared ride system to provide the origin to destination transportation.
4. The cost per ride to be paid by Oakland County from the grant funds or county funding shall be the applicable fare per provider. Transfer trips will be charged as individual trips to the grant. Each trip will be charged independently.
5. SMART shall provide ADA compliant vehicles when needed or requested.
6. SMART shall provide a dedicated program phone number and email address to allow all customers full access to the program.
7. SMART shall provide Oakland County an itemized, per ride invoice every 30 days; Oakland County shall reimburse SMART from program funds within 30 days of receiving the invoice. SMART will reimburse partner transportation service providers within 30 days of receiving program funds from Oakland County.
8. The duration of the pilot program shall be from October 1, 2024, through September 30, 2025.
9. This Scope of Services may be amended in writing by mutual consent of the parties. Any such amendments shall be incorporated by reference into the Interlocal Agreement, and shall be subject to the terms of the Interlocal Agreement.

For: SMART

For: Oakland County

Dated: _____

PUBLIC TRANSPORTATION AGREEMENT**BETWEEN****NORTH OAKLAND TRANSPORTATION AUTHORITY****AND****OAKLAND COUNTY**

THIS PUBLIC TRANSPORTATION AGREEMENT ("Agreement") is made this 16th day of February, 2023, by and between the North Oakland Transportation Authority ("NOTA"), 675 S. Glaspie, Oxford, Michigan 48371, a Michigan non-profit corporation established pursuant to an intergovernmental agreement between the Charter Township of Orion, Charter Township of Oxford, Township of Addison, and NOTA, and Oakland County, (the "County"), 1200 N. Telegraph, Pontiac, Michigan 48341, a Municipal and Constitutional Corporation, operating under Act 139 of 1973 (referred to collectively as the "Parties"). The term of this Agreement is set forth in the Term of Agreement section, being Article VII, Sec. 18.8, below. As expressed in Article 2.2 below, the Parties anticipate that this Agreement will represent an ongoing partnership between the Parties, who will work collaboratively and in good faith to effectuate the expansion and efficiency of Transportation Services for the benefit of Oakland County communities and businesses.

WHEREAS, Oakland County recognizes a growing need to provide safe, affordable and reliable public transportation for workers to reach jobs, patients to access health care, students to connect to colleges and universities and for seniors, the disabled and the general public to have more transportation options; and

WHEREAS, Oakland County has historically been actively engaged in the support of public transportation, having two members on the SMART Board of Directors; and

WHEREAS, on November 8, 2022, Oakland County put forth a Transportation Millage for the purpose of funding public transportation services in Oakland County, including operating, maintaining, improving and expanding transit services; creating and expanding new

fixed routes for bus service connecting local communities; expanding transportation services for seniors, veterans and people with disabilities; and providing transportation to get employees to jobs, patients to healthcare, students to colleges and universities and for other related purposes authorized by law; and

WHEREAS, on November 8, 2022, the citizens of Oakland County approved a millage for the above purpose to be levied at a maximum rate of .95 mills for a period of 10 years beginning in 2022 and ending in 2031; and

WHEREAS, it is anticipated that the millage from the ballot proposal will generate \$66,163,000 in the first year; and

WHEREAS, the principal providers of public transportation services in Oakland County are Suburban Mobility Authority for Regional Transportation (SMART), Western Oakland Transportation Authority (WOTA), North Oakland Transportation Authority (NOTA) and the Rochester Hills-Oakland-Rochester Older Persons' Commission (OPC); and

WHEREAS, NOTA desires to provide certain public transportation services to the County as described more particularly in this Agreement and the exhibits/attachments hereto ("Transportation Services"); and

WHEREAS, the County and NOTA wish to enter into an agreement to provide transportation services in furtherance of the goals and objectives of the November 8, 2022 Transportation Millage; and

WHEREAS, as consideration for the Transportation Services, the County, through its Board of Commissioners, will make payments to NOTA as described more particularly in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

ARTICLE I

DEFINITIONS

1.1 "Communities" mean cities, villages, townships, or other political subdivisions

located within Oakland County

1.2 "County" shall mean Oakland County.

1.3 "Exhibits" to this Agreement, as referenced herein and as made a part of this Agreement shall be as follows:

Exhibit A, Scope of Transportation Services ("Service Plan")

Exhibit B, NOTA Budget

Exhibit C, Performance Report

Exhibit D, Insurance

1.4 "NOTA Budget" means the proposed financial budget of NOTA for each fiscal year for the provision of Transportation Services, included in the term of this Agreement for the NOTA service area.

1.5 "Transportation Services" means the transportation services to be provided under this Agreement by NOTA in Oakland County as set forth in Exhibit A, as amended.

ARTICLE II

TRANSPORTATION SERVICES

2.1 NOTA shall undertake and provide the Transportation Services as set forth in the Service Plan attached as Exhibit (A) in accordance with this Agreement and all applicable Federal, State and local laws as they may from time to time be amended.

2.2 During the term of this Agreement, the Parties will work collaboratively and in good faith to effectuate the expansion of Transportation Services to include a larger geographical service area, a broader array of Transportation Services, increase in hours of operation and/or an increase in ridership. The Parties shall meet at agreed upon intervals to review and revise the scope of Transportation Services, budget and payment, and any agreed upon changes shall be set forth in amendments to Exhibits A and B. NOTA shall be responsible for the administration and management of Transportation Services.

2.3 No other material changes to the Service Plan may be made by NOTA without the written consent of the County.

ARTICLE III

PAYMENT

3.1 The County shall pay NOTA for the provision of Transportation Services in accordance with the terms and conditions of this Agreement.

3.2 NOTA shall be paid by the County according to the terms and in the manner described in Exhibit B, as may be amended in accordance with Section 2.2, above.

3.3 Payments shall be subject to a final reconciliation by the Parties, which reconciliation may result in an additional payment or credit adjustment.

3.4 The amounts owing to NOTA under this Agreement shall not in any event be in excess of any "not to exceed" amount established by the Agreement or corresponding Board of Commissioner Resolution without prior approval from the County.

ARTICLE IV

PERFORMANCE REPORT

4.1 NOTA, at its expense, shall provide the County with a quarterly Performance Audit and Report of NOTA's operations (Exhibit C). If requested by the County, NOTA shall provide verification of information contained in the Performance Audit and Report to the County or other third party selected by the County.

4.2 NOTA shall submit the Performance Report to the County within ten (10) days after the end of the calendar year.

ARTICLE V

AUDITED FINANCIAL STATEMENTS

5.1 NOTA shall provide the County with NOTA's unaudited quarterly financial statements, within thirty (30) days after the end of each fiscal quarter, and the audited annual financial statements within one hundred twenty (120) days after the end of the fiscal year prepared in accordance with generally accepted accounting principles ("GAAP") by NOTA's auditor (the "Financial Statements"). The Financial Statements shall indicate variances between

actual and budgeted amounts for the quarter at the Financial Statement level. The County reserves the right to conduct further, independent audits of the expenditure of revenue from the Transportation Millage consistent with the oversight responsibilities of the Oakland County Board of Commissioners as established by the November 8, 2022 ballot language.

ARTICLE VI

PERFORMANCE OF THE TRANSPORTATION SERVICES

6.1 NOTA shall commence, carry on, and complete the Transportation Services in a sound, economical and efficient manner, and in compliance with the Service Plan, including administration and management of the Transportation Services.

6.2 Except as expressly set forth in this Agreement, nothing in this Agreement shall subject the County to any obligations or liabilities of NOTA, its contractors or subcontractors, or any other person not a party to this Agreement and therefore, no third-party beneficiaries are created by this agreement, in connection with the performance of any Transportation Services.

ARTICLE VII

RECORD KEEPING, AUDITS, INSPECTION, REPORTS, EVALUATION AND COOPERATION

7.1 Financial records, supporting documentation, statistical records, and all other records pertinent to the Transportation Services shall be retained by NOTA for a period of at least seven (7) years and be made readily available to authorized representatives of the County for the duration of the Agreement.

7.2 NOTA shall provide a periodic summary to the County of available grant opportunities it becomes aware of and shall seek input and support from the County, as practicable, for any grants that could impact the Transportation Services, but which are otherwise not available to NOTA alone. In addition to and as practicable, NOTA shall cooperate and provide input as needed by the County with respect to any grants available to it. NOTA shall provide periodic updates to the County with respect to the marketing and advertising of the

Transportation Services. The Parties shall cooperate in elevating the quality, accessibility and level of the Transportation Services and their equitable distribution and access to riders. The Parties shall meet at least annually to discuss strategic goals and plans for the following year, to correct deficiencies in performance if found to exist, and to advance the goals and principles set forth in this Agreement, including but not limited to maximizing service and equitable inclusion.

ARTICLE VIII

INSURANCE

8.1 NOTA shall purchase and maintain, during the term of this Agreement between the Parties, the types and amounts of insurance required by Exhibit (D). The contractual liability insurance as applicable to NOTA's obligations herein, shall be specifically endorsed to include coverage for the indemnity provision required and described in Article IX below.

ARTICLE IX

INDEMNIFICATION

9.1 To the extent permitted by law, NOTA shall hold the County harmless, defend and indemnify the County, and each of its elected officials, Board of Commissioners, appointed officials, agents, employees, representatives, attorneys and volunteers from and against any and all losses, expenses, damages (including loss of use), demands and claims, and shall defend any suit or action, whether at law or in equity, brought against them or any one or more of them based on any alleged injury (including death), or damages relating to or arising out of any act or omission of NOTA, its officers, employees, agents, contractors, subcontractors and licensees, during the performance of this Agreement or in connection with the provision of Transportation Services, including but not limited to claims made against the County by any third party, and shall pay all damages, judgments, costs, and expenses, including attorney's fees, in connection with any demands and claims resulting therefrom. The County shall in no event be liable for any consequential, incidental, indirect, remote, speculative, punitive, exemplary, liquidated, treble,

or special damages, including but not limited to loss of profit, opportunity, use, revenue, data or goodwill, whether based in whole or in part in contract, tort, equity, strict liability, under statute or any other theory of liability, regardless of whether such damages were foreseeable or contemplated and even if the County was advised or aware of the possibility of such damages. The obligations under this Article IX shall survive the completion of the Transportation Services required to be performed hereunder by NOTA and any end to this Agreement. Nothing herein is intended to diminish or waive any governmental immunity of NOTA under the law.

ARTICLE X

NON -COLLUSION

10.1 NOTA warrants that it has not paid and agrees not to pay any bonus, commission, fee, or gratuity for the purpose of obtaining any approval pursuant to this Agreement. No NOTA officer or employee, or board member shall be permitted to any share or part of this Agreement or to any material benefit arising therefrom.

ARTICLE XI

SIGNS AND IDENTIFICATION

11.1 Neither Party may identify the other Party on any vehicles, buildings, stations, equipment and other items used or acquired by them in connection with the Transportation Services without the prior written consent of the other Party.

ARTICLE XII

SEVERABILITY

12.1 If any provision of this Agreement is held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would continue to conform to the purposes, terms, and requirements of applicable law.

ARTICLE XIII

ASSIGNMENT AND AGREEMENT

13.1 This Agreement shall not be assigned, transferred, conveyed, sublet or otherwise disposed of without the prior written consent of NOTA and the County, through its Board of Commissioners.

ARTICLE XIV

AMENDMENT

14.1 The Parties agree that no modification of this Agreement, or any Exhibits or Attachments hereto, shall be of any force or effect unless such amendment is dated, reduced to writing, executed by both Parties, and attached to and made a part of this Agreement. No services shall be commenced, and no costs or obligations incurred in consequence of any amendment to this Agreement, or any attachments made hereto unless and until such amendment has been executed and made a part of this Agreement.

ARTICLE XV

TITLES

15.1 The Parties agree that the titles of the articles and paragraphs of this Agreement are inserted for convenience of identification only and shall not be considered for any other purpose.

ARTICLE XVI

ENTIRE AGREEMENT

16.1 The Parties agree that this Agreement, the Exhibits attached hereto, and documents referred to herein constitute the entire Agreement between the Parties hereto, that there are no agreements or understandings, implied or expressed, except as specifically set forth or incorporated by reference in the Agreement and that all prior arrangements and understandings in this connection are merged into and contained in this Agreement.

ARTICLE XVII**APPLICABLE LAW**

17.1 This Agreement shall be governed, interpreted and enforced by the laws of the State of Michigan, excluding Michigan's conflict of laws principles. Any action brought to enforce, interpret or decide any provision of this agreement or any claim arising under this Agreement shall be brought in the Sixth Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the Court. Except as otherwise required by law, venue is proper in the Courts set forth above.

ARTICLE XVIII**MISCELLANEOUS**

18.1 **Discrimination.** NOTA, and its subcontractors under this Agreement, shall not discriminate against an employee or an applicant for employment in hiring, any terms or conditions of employment or matters related to employment regardless of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, genetic information, height, weight, disability, veteran status, familial status, marital status or any other reason that is unrelated to the person's ability to perform the duties of a particular job or position, in accordance with applicable Federal and State laws.

18.2 **Flow Down.** Any assignment, delegation or subcontract by NOTA must include a requirement that the assignee, designee, or subcontractor will comply with the terms and conditions of this Agreement. The assignment, delegation or subcontract shall in no way diminish or impair performance of any term or condition of this Agreement.

18.3 **Survival of Terms and Conditions.** The following terms and conditions shall survive and continue in full force beyond the termination or cancellation of this Agreement (or any part thereof) until the terms and conditions are fully satisfied or expire by their nature: **Article 1**, Definitions; **Article 2**, Transportation Services; **Article 3**, Payment; **Article 7**, Audits; **Article 8**, Insurance; **Article 9**, Indemnification; **Article 17**, Applicable Law; **Article 18**,

Miscellaneous.

18.4 **Reservation of Rights.** This Agreement does not, and is not intended to impair, divest, delegate or contravene any constitutional, statutory, or other legal right, privilege, power, obligation, duty or immunity of the County or NOTA.

18.5 **Waiver.** Waiver of any term or condition of this Agreement must be in writing and notice given pursuant to the Agreement. No written waiver, in one or more instances, shall be deemed or construed as a continuing waiver of any term or condition of this Agreement. No waiver by either Party shall subsequently affect its right to require a strict performance of this Agreement.

18.6 **Cumulative Remedies.** Either Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.

18.7 **Dispute Resolution.** The Parties agree to use all commercially reasonable efforts to resolve issues that arise in connection with the implementation, interpretation, enforcement, performance or nonperformance of any aspect of this Agreement. A Party seeking resolution of a dispute under this subsection shall first identify the nature of the dispute, in writing, and present it to the other Party's Contract Administrator who shall respond within ten (10) business days. If the respective Contract Administrators are unable to resolve the dispute through good faith consultation and negotiation, each party shall then appoint an additional senior executive to assist the Contract Administrators with resolution. If the matter has not reached a mutually acceptable resolution within 30 days of it first being presented to the Contract Administrators, either party may seek resolution through any other legal process up to and including litigation. This subsection shall not apply to a situation in which immediate action is necessary to preserve life or property.

18.8 **Term.** This Agreement shall begin on the Effective Date and end on the Expiration Date. The "Effective Date" shall be the date the Agreement is signed by the last Party to execute the Agreement. The "Expiration Date" shall be 11:59.59 on December 31, 2025. Unless otherwise provided herein, the Parties are under no obligation to renew or extend this

Agreement after the Expiration Date. This Agreement may only be extended by written amendment.

18.9 **Notice.** All notices required under this contract shall be in writing. Notices shall be effective: a) the next business day, if personally delivered; b) the third business day, if sent by U.S. mail, postage prepaid, return receipt requested; c) the next business day, if sent by a nationally recognized express courier with a reliable tracking system; or d) the next business day with a written response or receipt of confirmation, if sent by e-mail or fax. In each case Notice shall be sent to:

To:

For North Oakland Transportation Authority:

Lynn Gromaski, Executive Director
North Oakland Transportation Authority
675 S. Glaspie
Oxford, MI, 48371

For Oakland County:

Bret Rasegan
Planning Manager
2100 Pontiac Lake Rd, Bldg. 41W
Waterford, MI 48328

With a copy sent to:

Solon Phillips
Corporation Counsel
1200 N. Telegraph Rd, Bldg. 14E
Pontiac, MI 48341

Authorization and Completion of Agreement. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

IN WITNESS WHEREOF, Lynn Gromaski, Executive Director, North Oakland Transportation Authority, hereby acknowledges that he/she has been authorized by a resolution of the North Oakland Transportation Authority, a certified copy of which is attached, to execute this Agreement on behalf of Public Body and hereby accepts and binds Public Body to the terms and conditions of this Agreement.

EXECUTED: *Lynn Gromaski*
Lynn Gromaski (Mar 14, 2023 10:34 EDT)
Lynn Gromaski, Executive Director
North Oakland Transportation Authority

DATE: Mar 14, 2023

WITNESSED: *Michael J McDonald*
Michael J McDonald (Mar 14, 2023 10:40 EDT)
North Oakland Transportation Authority

DATE: Mar 14, 2023

IN WITNESS WHEREOF, David T. Woodward, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Agreement on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Agreement.

EXECUTED: *David T. Woodward*
David T. Woodward (Mar 14, 2023 11:58 EDT)
David T. Woodward, Chairperson
Oakland County Board of Commissioners

DATE: Mar 14, 2023

WITNESSED: *JoAnn Stringfellow*
JoAnn Stringfellow (Mar 14, 2023 12:11 EDT)
Oakland County Board of Commissioners
County of Oakland

DATE: Mar 14, 2023

EXHIBIT A**2023 NORTH OAKLAND TRANSPORTATION AUTHORITY****SCOPE OF TRANSPORTATION SERVICES****Scope of Work Summary:****Current Services**

The North Oakland Transportation Authority (NOTA) has been providing transportation services since 2001 to qualifying residents of Addison Twp, Oxford Twp, Orion Twp, Lake Orion, Leonard and Oxford Village. Eligible riders include seniors over 60, people with disabilities, and low-income residents along with a companion rider. NOTA accommodates trips to work, medical appointments, shopping, and community events within the driving boundary. In addition, NOTA operates a trolley with limited service between Downtown Oxford and Downtown Lake Orion. Currently, there is a staff of 9 full time and 29 part time employees that provide administration, dispatch and vehicle operation services. The fleet of 25 vehicles provided 40,897 rides in 2022 (average 150-200 rides per day); weekdays from 6:00 a.m. – 9:00 p.m. and weekends from 8:00 a.m. – 4:00 p.m. The cost was \$1 for all one-way rides to Orion, Oxford, and Addison Twp and \$2 for all other one-way rides in the service area. NOTA did not charge fares from April 2020 to January 2023 due to COVID.

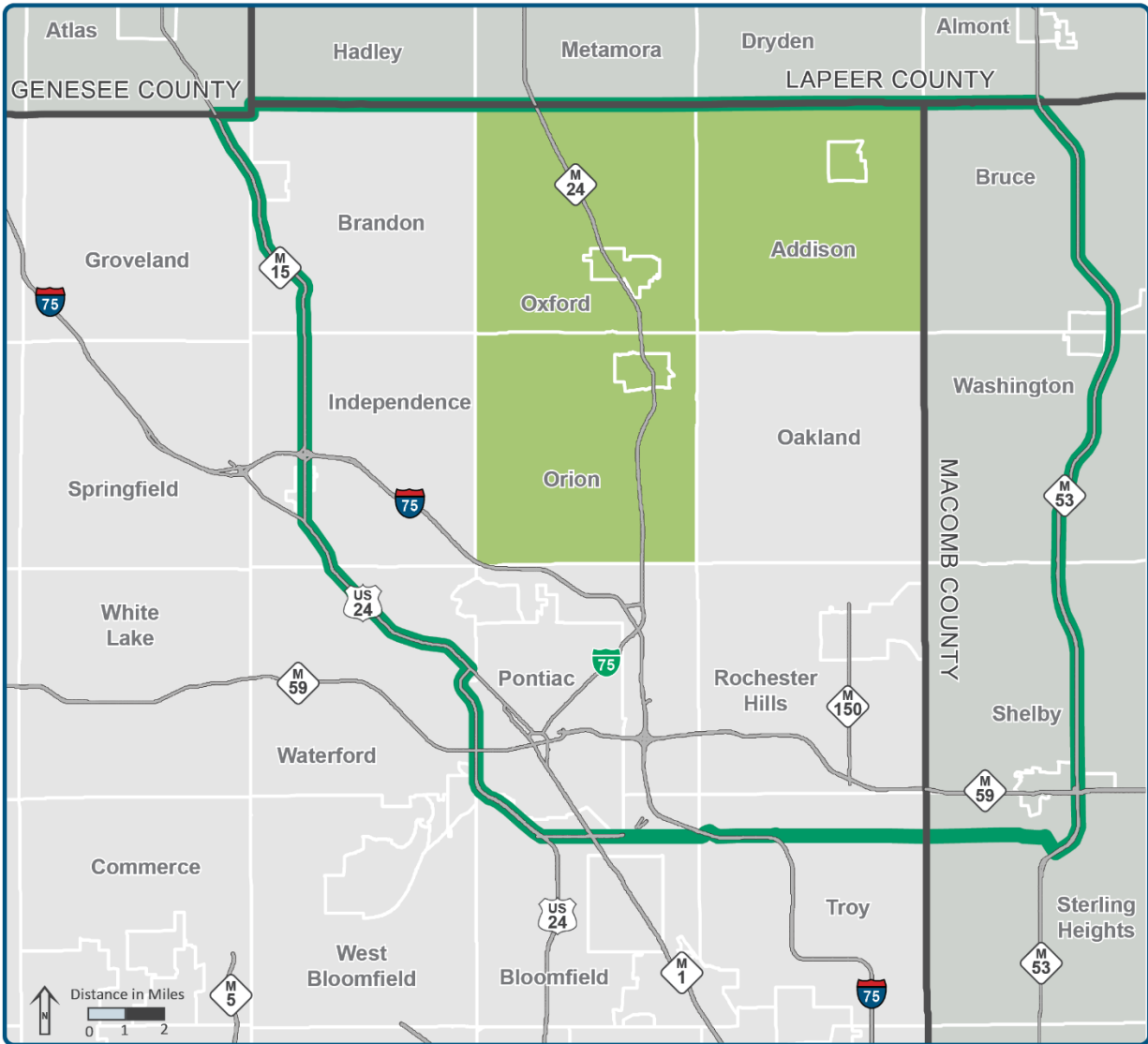
2023 Service Expansion Utilizing Oakland County Millage Funds

- Increase hourly wage rates and benefits to become more competitive in the current job market.
- Increase number of routes and frequency.
- Adjust cost per stop to \$2.00 (two dollars) for all riders.
- Create a mobile mechanic position to reduce the off-road time NOTA experiences when vehicles are in need of preventative maintenance or repairs.

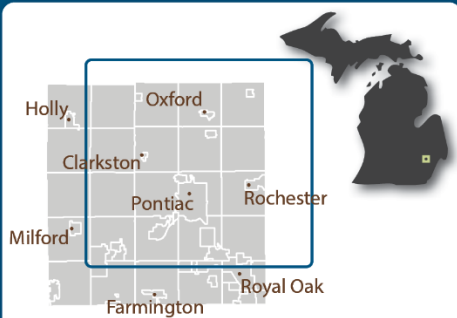
- Hire and train additional staff (drivers and dispatch).
- Improve and expand existing parking lot to accommodate new transit vehicles, fuel center and electric vehicle charging station infrastructure.
- Improve existing office space to accommodate new employees.
- Begin to implement services in expanded geographic service areas on limited basis.
- Collaborate with other transportation providers, Oakland County and local communities to identify expanded geographic service areas and transfer stops to offer eligible riders expanded seamless service to other areas of the county.

2023 NOTA SERVICE AREA MAP

• North Oakland Transportation Authority •



The information provided herewith has been compiled from recorded deeds, plats, tax maps, surveys and other public records. It is not a legally recorded map or survey and is not intended to be used as one. Users should consult the information sources mentioned above when questions arise.






Service Community Qualifying residents living in Addison, Oxford, Orion, Lake Orion, Leonard and Oxford Village may utilize transportation services provided by NOTA	Driving Boundary NOTA provides transportation services for qualifying residents to eligible destinations located within the driving boundary
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1.31.2023

EXHIBIT B
2023 NORTH OAKLAND TRANSPORTATION AUTHORITY
BUDGET

Oakland County Public Transportation Millage Funds:

\$2,847,605 to Maintain Current Services plus 2023 Expansion of Services (not to exceed)

Terms of Payment for Services: Payment for the Scope of Work as described in Exhibit A will be as follows: Oakland County will distribute an amount not to exceed \$2,847,605 (Two Million Eight Hundred Forty-seven Thousand Six Hundred and Five Dollars) in Public Transportation Millage Funds to the North Oakland Transportation Authority (NOTA) for the scope of work that is incorporated into this Agreement as Exhibit A. NOTA will receive a lump sum payment to be disbursed by the County within 30 days of this Agreement being fully executed. Except as extended, modified or amended pursuant to Article II and/or Article III of the Agreement, the Terms of Payment set forth herein shall expire on December 31, 2023.

Revenues

Fares	195,640
Oakland County Transit Millage	2,847,605
Municipal Credits	51,600
Community Credits	-
Grant Revenue	834,735
Local Revenue	-
Other Revenue : Miscellaneous	72,500

Revenue Total	\$ 4,002,080
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Expenses**Salaries and Benefits**

Administration Salary	232,800
Dispatch/Drivers Wages	1,424,384
Mechanic/Maintenance Wages	60,320
Grant Payroll Expenses	204,560
Personnel Benefits	222,000
Pension/ Retirement Benefits	60,000
Other: Salary Expenses	151,000

Salaries and Benefits Total	\$ 2,355,064
------------------------------------	---------------------

Program Costs

Communication Expenses- Phones, Tablets	40,700
Drug and Alcohol Testing	25,000
Fuel - Diesel and Oil	246,000
Grant Program Expenses	142,866
Insurance Expenses	164,000
Maintenance/Repairs	133,500
Other: Program Costs	7,700

Program Cost Total	\$ 759,766
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Building Costs

Building Rent/Lease	-
Snow Removal/Landscaping	30,000
Utilities	20,450
Other: Building Operating Expenses	20,500

Building Cost Total	\$ 70,950
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Operating Expenses

Advertising/Marketing	37,500
Dispatch Software	10,000
Memberships and Dues	-
Office Supplies	8,000
Professional Development- Training and Education, Travel	15,600
Professional Services- Audit, Legal, Website, IT, Other	85,200
Trolley Expenses	
Other: Administrative Costs	

Operating Expenses Total	\$ 156,300
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Contingency

Contingency	-
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Contingency Total	\$ -
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Capital Costs

Equipment	
Expansions- Parking Lots, Building	650,000
Office Capital	10,000
Software	-
Vehicles	-
Other: Capital Costs	

Capital Costs Total	\$ 660,000
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Expense Total	\$ 4,002,080
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EXHIBIT C

2023 NORTH OAKLAND TRANSPORTATION AUTHORITY

PERFORMANCE REPORT TEMPLATE

Provider Name	
Date	
City	
State	
ZIP Code	
Phone Number	

Contact Name	
Contact Title	
Contact Email	
Submitter Name	
Submitter Title	
Submitter Email	
Date Submitted	

Expenses					
Code	Description	Operations	Maintenance	General Admin	Total
501	Labor				
50101	Operator's Salaries and Wages				
50102	Other Salaries and Wages				
50103	Dispatchers Salaries and Wages				
502	Fringe Benefits				
50200	Other Fringe Benefits				
50210	DC Pension				
50220	DB Pension				
503	Services				
50302	Advertising Fees				
50305	Audit Cost				
50399	Other Services				
Comments:					
504	Materials and Supplies				
50401	Fuels and Lubricants				
50402	Tires and Lubes				
50499	Other Materials and Supplies				
Comments:					
505	Utilities				
50500	Utilities				
506	Insurance				
50603	Liability Insurance				
50699	Other Insurance				
Comments:					
508	Purchased Trans Service				
50800	Purchased Trans Service				
509	Misc. Expenses				
50902	Travel, Meetings, and Training				
50903	Association Dues and Subscriptions				
50999	Other Misc. Expenses				
Comments:					
511	Interest Expense				
51101	Interest Expense				
512	Insurance				
51200	Operating Leases and Rentals				
513	Depreciation				
51300	Depreciation				

Additional Expenses

Code	Description	Operations	Maintenance	General Admin	Total

Revenue

Code	Description	Revenue
401	Farebox Revenue	
40100	Passenger Fares	
406	Auxillary Trans Revenues	
40610	Concessions	
40615	Advertising	
40699	Other Auxillary Trans Revenues	
407	NonTrans Revenues	
40710	Sales of Maintenance Services	
40799	Other NonTrans Revenues	
408	Local Revenue	
40800	Taxes Levied Directly for/by	
40910	Local Revenue	
40999	Community Credits	
Comments:		
411	State Formula and Contracts	
41101	State Formula Operating	
41110	Municipal Credit	
41199	Other State Contracts and	
413	Federal Contracts	
41301	Federal Section 5311	
41399	Other Federal Contracts and	
414	Other Revenue	
41400	Interest Income	

Additional Revenue

Code	Description	Total

Statistics

Public Service

Code	Description	Weekday	Saturday	Sunday	Total
610	Vehicle Hours				
611	Vehicle Miles				
615	Passengers - Regular				
616	Passengers - Elderly				
617	Passengers - Persons w/ Disabilities				
618	Passengers - Elderly Persons w/ Disabilities				
622	Total Demand - Response Passengers				
625	Days Operated				

Vehicle Information

Description	Quantity
SMART Vehicles	
Non SMART Vehicles w/ Lifts	
Non SMART Vehicles w/o Lifts	
Comments:	
Total Vehicles	

Miscellaneous Information

Description	Quantity
Diesel Gallons Consumed	
Gasoline Gallons Consumed	
Total Transit Agency Employees	
Total Revenue Vehicles Operators	
Number of Accidents	
Comments:	
Number of Fatal Accidents	

EXHIBIT D

2023 NORTH OAKLAND TRANSPORTATION AUTHORITY

CONTRACTOR INSURANCE REQUIREMENTS

During this Contract, the Contractor shall provide and maintain, at their own expense, all insurance as set forth and marked below, protecting the County against any Claims, as defined in this Contract. The insurance shall be written for not less than any minimum coverage herein specified. Limits of insurance required in no way limit the liability of the Contractor.

Primary Coverages

Commercial General Liability Occurrence Form including: (a) Premises and Operations; (b) Products and Completed Operations (including On and Off Premises Coverage); (c) Personal and Advertising Injury; (d) Broad Form Property Damage; (e) Broad Form Contractual including coverage for obligations assumed in this Contract;

\$1,000,000 – Each Occurrence Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products & Completed Operations Aggregate Limit

\$2,000,000 – General Aggregate Limit

\$ 100,000 – Damage to Premises Rented to You (formally known as Fire Legal Liability)

Workers' Compensation Insurance with limits statutorily required by any applicable Federal or State Law and Employers Liability insurance with limits of no less than \$500,000 each accident, \$500,000 disease each employee, and \$500,000 disease policy limit.

1. ☐ Fully Insured or State approved self-insurer.
2. ☐ Sole Proprietors must submit a signed Sole Proprietor form.
3. ☐ Exempt entities, Partnerships, LLC, etc., must submit a State of Michigan form WC-337 Certificate of Exemption.

Public Transportation Commercial Automobile Liability Insurance covering bodily injury or

property damage arising out of the use of any owned, hired, or non-owned automobile with a combined single limit of \$5,000,000 each accident. This requirement is waived if there are no company owned, hired or non-owned automobiles utilized in the performance of this Contract.

Commercial Umbrella/Excess Liability Insurance with minimum limits of \$10,000,000 each occurrence. Umbrella or Excess Liability coverage shall be no less than following form of primary coverages or broader. This Umbrella/Excess requirement may be met by increasing the primary Commercial General Liability limits to meet the combined limit requirement.

Employee Dishonesty Bond including Third-Party Employee Theft Insurance Coverage will be required in the minimum amount of the grant with the County of Oakland named as an additional insured.

Supplemental Coverages – As Needed

1. **Cyber Liability Insurance** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate shall be required when the Contractor has access to County IT systems and/or stores County data electronically.
2. **Directors & Officers Liability Insurance** with minimum limits of \$5,000,000 per claim.
3. **Commercial Property Insurance.** The Contractor shall be responsible for obtaining and maintaining insurance covering their equipment and personal property against all physical damage.
4. **Other Insurance Coverages** as may be dictated by the provided product/service and deemed appropriate by the County Risk Management Department.

General Insurance Conditions

The aforementioned insurance shall be endorsed, as applicable, and shall contain the following terms, conditions, and/or endorsements. All certificates of insurance shall provide evidence of compliance with all required terms, conditions and/or endorsements.

1. All policies of insurance shall be on a primary, non-contributory basis with any other insurance or self-insurance carried by the County;
2. The insurance company(s) issuing the policy(s) shall have no recourse against the County for subrogation (policy endorsed written waiver), premiums, deductibles, or assessments under any form. All policies shall be endorsed to provide a written waiver of subrogation in favor of the County;
3. Any and all deductibles or self-insured retentions shall be assumed by and be at the sole risk of the Contractor;
4. Contractors shall be responsible for their own property insurance for all equipment and personal property used and/or stored on County property;
5. The Commercial General Liability and Commercial Automobile Liability policies along with any required supplemental coverages shall be endorsed to name the County of Oakland and its officers, directors, employees, appointees and commissioners as additional insured where permitted by law and policy form;
6. If the Contractor's insurance policies have higher limits than the minimum coverage requirements stated in this document the higher limits shall apply and in no way shall limit the overall liability assumed by the Contractor under contract.
7. The Contractor shall require its contractors or sub-contractors, not protected under the Contractor's insurance policies, to procure and maintain insurance with coverages, limits, provisions, and/or clauses equal to those required in this Contract;
8. Certificates of insurance must be provided no less than ten (10) Business Days prior to the County's execution of the Contract and must bear evidence of all required terms, conditions and endorsements; and provide 30 days' notice of cancellation/material change endorsement.

All insurance carriers must be licensed and approved to do business in the State of Michigan along with the Contractor's state of domicile and shall have and maintain a minimum A.M. Best's rating of A- unless otherwise approved by the County Risk Management Department.

AGENDA ITEM: Amendment 2025-1 with Western Oakland Transportation Authority (WOTA) for Public Transit Services

DEPARTMENT: Economic Development - Oakland County Transit Division

MEETING: Oakland County Transit Ad Hoc Committee

DATE: Monday, October 28, 2024 11:00 AM - [Click to View Agenda](#)

ITEM SUMMARY SHEET

COMMITTEE REPORT TO BOARD

Resolution #2024-4623

Motion to approve Amendment 2025-1 to the Public Transportation Agreement between Oakland County and Western Oakland Transportation Authority (WOTA) with the attached 2025 amended Exhibit A – Scope of Transportation Services, Exhibit B – Budget, and Exhibit F- Veteran's Transportation Agreement; further, authorize an appropriation in an amount not to exceed \$5,782,209 from the Oakland County Public Transportation Millage; further, authorize the Chair of the Board to execute the Amendment of Agreement on behalf of Oakland County; further, amend the FY 2025 budget as reflected in the attached Schedule A – Budget Amendment.

ITEM CATEGORY

Interlocal Agreement

SPONSORED BY

Brendan Johnson

INTRODUCTION AND BACKGROUND

This is a request for the approval of an amendment to the Interlocal Agreement and an appropriation of funds to the Western Oakland Transportation Authority (WOTA) to provide public transit services for the residents of Oakland County in 2025. The appropriation of funds will be in the amount not to exceed \$5,782,209 from the Oakland County Public Transportation Millage. With the passage of the Oakland County Transportation Millage in 2022, millage funds will be disbursed to WOTA to support and improve transportation services for all residents in the County.

At the beginning of 2023, Oakland County negotiated and approved the three-year Interlocal Agreement with Exhibits to be negotiated on an annual basis. Amendments to the Exhibits for 2025 are:

- Incorporating Oakland Community Health Network (OCHN) contracted services and the Veteran's Transportation Agreement between Oakland County and the Suburban Mobility Authority for Regional Transportation (SMART) with its partner transportation service providers, including WOTA, into WOTA's scope of services.
- Requiring WOTA to participate in, provide the necessary information for, and commit to implementing the Community Transit Plan being developed by Oakland County's consultant team.
- Establishing "core" service hours during which all of Oakland County's community transit providers operate with the option to provide service earlier or later at the providers' discretion.
- Updating WOTA's budget to reflect planned 2025 revenue and expenses and to allocate appropriate funding from the Millage to support.
- Clarifying requirements for vehicle and facility expenditures, including giving Oakland County proper notice, using appropriate planning processes to remain eligible for State and Federal

funding, investigating potential alternative funding sources, and paying workers a fair wage.

On final approval, the Board Chair is authorized to amend the Interlocal Agreement on behalf of the County. The FY 2025 budget shall be amended as reflected in the attached Schedule A – Budget Amendment.

POLICY ANALYSIS

Amendment 2025-1 is effective January 1, 2025. Participating communities are Village of Holly, Holly Township, Groveland Township, Rose Township, Highland Township, White Lake Township, Waterford Township, and the Cities of Walled Lake, Orchard Lake Village, Keego Harbor, Sylvan Lake, and Lake Angelus.

Transportation services for the general public will continue to be provided with the priority being given to persons with disabilities, seniors aged 55 and older, veterans, and low-income individuals. WOTA shall provide transportation services for veterans according to the Veteran's Transportation Agreement between the Suburban Mobility Authority for Regional Transportation (SMART) and Oakland County. Additionally, WOTA shall provide transportation services for Oakland Community Health Network (OCHN) clients according to its contract with OCHN.

APPROVAL HISTORY

Original Agreement	Resolution # 2023-2587 23-22	\$3,418,407
Amendment 2023-1	Resolution # 2023-3523 23-151	\$0
Amendment 2024-1	Resolution # 2023-3545 23-158	\$5,803,588
Amendment 2025-1	Pending	\$5,803,588

BUDGET AMENDMENT REQUIRED: Yes

Committee members can contact Amy Aubry, Analyst at aubrya@oakgov.com or the department contact persons listed for additional information.

CONTACT

Eli Cooper, Manager Transit

ITEM REVIEW TRACKING

Eli Cooper, Economic Development - Oakland County Transit Division	Created/Initiated - 10/16/2024
Amy Aubry, Board of Commissioners	Approved - 10/17/2024
Brent Straub, Fiscal Services	Approved - 10/17/2024
Diana McBroom, Risk Management	Approved - 10/21/2024
Solon Phillips, Corporation Counsel	Approved - 10/21/2024
Sheryl Johnson, Fiscal Services	Approved - 10/22/2024
Amy Aubry, Board of Commissioners	Approved - 10/22/2024
Brendan Johnson, Board of Commissioners	Final Approval - 10/27/2024

AGENDA DEADLINE: 10/18/2024 4:30 PM

ATTACHMENTS

1. Schedule A - Budget Amendment - WOTA 2025
2. 2024-10-16 WOTA Contract Amendment
3. 2024-10-16 WOTA Exhibit A Scope

4. 2024-10-16 WOTA Exhibit B Budget
5. 2024-10-16 WOTA Exhibit F Veterans
6. WOTAExecutedAgreement2023

COMMITTEE TRACKING

2024-10-28 Oakland Transit - Refer to Economic Development & Infrastructure Committee

2024-11-12 Economic Development & Infrastructure

2024-11-21 Full Board

Motioned by: Commissioner Ajay Raman

Seconded by: Commissioner David Woodward

Yes: David Woodward, Philip Weipert, Brendan Johnson, Ajay Raman (4)

No: None (0)

Abstain: None (0)

Absent: Michael Gingell (1)

Passed

Oakland County, Michigan

ECONOMIC DEVELOPMENT - OAKLAND COUNTY TRANSIT DIVISION - WOTA 2025 Agreement

Schedule "A" DETAIL

R/E	Fund Name	Division Name	Fund # (FND)	Cost Center (CCN) #	Account # (RC/SC)	Program # (PRG)	Grant ID (GRN) #	Project ID # (PROJ)	Region (REG)	Budget Fund Affiliate (BFA)	Ledger Account Summary	Account Title	FY 2025 Amendment	FY 2026 Amendment	FY 2027 Amendment
E	Oakland Transit	Transit Services	FND20288	CCN1090802	SC730373	PRG172155					730000	Contracted Services	\$ 4,634,049	\$ 1,148,160	\$ -
E	Oakland Transit	Transit Services	FND20288	CCN1090802	SC796500	PRG172155					796500	Budgeted Equity Adjustment	\$ (4,634,049)	\$ (1,148,160)	\$ -
												Total Expenditures	\$ -	\$ -	\$ -

Calendar	Fiscal			
		January		
		February		
		March	1,148,162.00	1,189,563.00
		April		
	2025	May		
2025		June	1,148,162.00	-
		July		
		August		
		September	1,148,162.00	-
		October		
	2026	November		
		December	1,148,160.00	-

FY	2025	Operations	Capital
2025	Jan (for Jan-Mar services)	1,148,162.00	1,189,563.00
	Apr (for Apr-Jun services)	1,148,162.00	-
	Jul (for Jul-Sept services)	1,148,162.00	-
2026	Oct (for Oct-Dec services)	1,148,160.00	-
	TOTAL	4,592,646.00	1,189,563.00

CHECK

-

-

AMENDMENT OF INTERLOCAL CONTRACT: CON00010159

AMENDMENT: 2025-1

AMENDMENT DATE: October 16, 2024

This AMENDMENT OF INTERLOCAL CONTRACT (hereafter this "Amendment") is made and entered into by and between the Contractor named and identified below, (hereafter "Contractor") and the COUNTY OF OAKLAND (hereafter "County") whose address is 2100 Pontiac Lake Rd, Waterford, MI 48328.

CONTRACTOR	ADDRESS
Western Oakland Transportation Authority	250 W Livingston Rd
Vendor Number: 0000040410	Highland, MI 48357

The County and Contractor agree and acknowledge that the purpose of this Amendment is to modify as provided herein and otherwise continue the present contractual relationship between the Parties as described in their current contract with the same contract number as above.

In consideration of the extension of the mutual promises, representations, assurances, agreements, and provisions in the Contract and this Amendment, the adequacy of which is hereby acknowledged by the Parties, the County and Contractor hereby agrees to amend the current Contract as follows:

- 1.0 The County and Contractor agree that any and all defined words or phrases in the current Contract between the parties will apply equally to and throughout the amendment.
- 2.0 The Parties agree that any and all other terms and conditions set forth in the current Contract between the Parties shall remain in full force and effect and shall not be modified, excepted, diminished, or otherwise changed or altered by this Amendment except as otherwise expressly provided for in this Amendment.
- 3.0 Description of Change:

Amendment of Scope of Work and Budget to continue and expand services for pre-existing Participating Communities as described in Exhibit A.

In addition to and without limiting any of Contractor's obligations or duties under the Contract, Contractor shall provide County with the Deliverables (goods and/or services) provided in the attached Amended Exhibit A (Scope of Transportation Services) for the values provided therein, which is included

and incorporated into this Amendment. The Parties shall comply with the terms in Amended Exhibit A (Scope of Transportation Services).

In addition to and without limiting any of Contractor's obligations or duties under the Contract, Contractor shall provide County with the Deliverables (goods and/or services) provided in the attached Amended Exhibit B (Budget) for the prices provided therein, which is included and incorporated into this Amendment. The Parties shall comply with the terms in Amended Exhibit B (Budget).

In addition to and without limiting any of Contractor's obligations or duties under the Contract, Contractor shall provide County with the Deliverables (goods and/or services) provided in the attached Amended Exhibit F (Veteran's Transportation) for the prices provided therein, which is included and incorporated into this Amendment. The Parties shall comply with the terms in Amended Exhibit F (Veteran's Transportation).

For and in consideration of the mutual assurances, promises, acknowledgments, warrants, representations, and agreements set forth in the Contract and this Amendment, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned hereby execute this Amendment on behalf of the County, and Contractor and by doing so legally obligate and bind the County and Contractor to the terms and conditions of the Contract and this Amendment.

Authorization and Completion of Agreement. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Amendment of Interlocal Contract. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

IN WITNESS WHEREOF, Kim Viener, Director, Western Oakland Transportation Authority, hereby acknowledges that she has been authorized by a resolution of the Western Oakland Transportation Authority, a certified copy of which is attached, to execute this Agreement on behalf of Public Body and hereby accepts and binds Public Body to the terms and conditions of this Agreement.

EXECUTED: _____

DATE: _____

Kim Viener, Director
Western Oakland Transportation Authority

WITNESSED: _____

DATE: _____

Western Oakland Transportation Authority

IN WITNESS WHEREOF, David T. Woodward, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Agreement on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Agreement.

EXECUTED: _____

DATE: _____

David T. Woodward, Chairperson
Oakland County Board of Commissioners

WITNESSED: _____

DATE: _____

Oakland County Board of Commissioners
County of Oakland

EXHIBIT A**AMENDMENT: 2025-1****2025 WESTERN OAKLAND TRANSPORTATION AUTHORITY (WOTA)****SCOPE OF TRANSPORTATION SERVICES****Scope of Work Summary:****1. 2025 Scope of Services Utilizing Oakland County Millage Funds**

- a. In this agreement, the term “Participating Community” is defined to include the Village of Holly, Holly Township, Groveland Township, Rose Township, Highland Township, White Lake Township, Waterford Township, and the Cities of Walled Lake, Orchard Lake Village, Keego Harbor, Sylvan Lake, and Lake Angelus.
- b. WOTA shall begin the service as set forth in this Exhibit A on January 1, 2025.
- c. WOTA shall provide transportation services for residents of the Participating Communities as outlined in Exhibits A and B. Residents of Participating Communities can utilize WOTA transportation services within the driving boundaries as shown on the 2025 WOTA Service Area Map on page 5 of this Exhibit A.
- d. Transportation services for the general public will continue to be provided with the priority being given to persons with disabilities, seniors aged 55 and older, veterans, and low-income individuals; however, trip fulfillment is at the discretion of WOTA, subject to its capacity to accommodate such trips.
- e. WOTA shall provide transportation services for veterans according to the Veteran’s Transportation Agreement between the Suburban Mobility Authority for Regional Transportation (SMART) and Oakland County attached as Exhibit F. Rides provided under the Veteran’s Transportation Agreement will be reported to the Oakland County Transit Manager on a monthly basis.
- f. WOTA shall provide transportation services for Oakland Community Health Network (OCHN) clients according to its contract with OCHN. Whenever the contract is updated, Transit Provider shall provide a copy to the Oakland County Transit Manager. Rides

provided under WOTA's contract with OCHN will be reported to the Oakland County Transit Manager on a quarterly basis along with WOTA's regular quarterly reporting.

2. Service Guidelines

- a. Observed Holidays include the following: New Year's Eve New Year's Day, President's Day, Easter, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Eve, and Christmas Day. Trip fulfillment on observed holidays is at the discretion of WOTA, subject to its capacity to accommodate such trips.
- b. For consistency across transit providers, weekday service shall be provided during the following core service hours: Monday-Friday from 6:00 a.m. – 9:00 p.m., excluding holidays. WOTA may provide service earlier in the morning or later in the evening than these core service hours at its discretion.
- c. For consistency across transit providers, weekend service shall be provided during the following core service hours: Saturdays from 8:00 a.m. – 4:00 p.m. and Sundays from 7:30 a.m. – 3:30 p.m., excluding holidays. WOTA may provide service earlier in the morning or later in the evening than these core service hours at its discretion.
- d. Residents may request to be transported outside of WOTA's posted service hours and on observed holidays, but trip fulfillment is solely at the discretion of WOTA based on its capacity to accommodate such trips.
- e. For consistency across transit providers, customer service and the ride scheduling call center shall be operational during the following core service hours: Monday-Friday from 8:00 a.m. – 4:00 p.m., excluding holidays. WOTA may provide customer service and operate the ride scheduling call center earlier in the morning or later in the evening than these core service hours at its discretion.
- f. Riders will schedule trips directly with WOTA and advance notice of at least 2 call center business days (Monday-Friday) is requested. Riders can request rides with less advance notice, but trip fulfillment is at the discretion of WOTA based on its capacity to accommodate such trips.

3. Relations of Parties

- a. WOTA staff shall attend scheduled meetings with Oakland County Transit Division staff and the other Oakland County transit providers to coordinate on a seamless system of transportation that meets the needs of all Oakland County residents.
- b. WOTA will work in a timely manner to address all concerns related to the contracted services presented by the Oakland County Transit Division staff and/or staff/elected officials from Participating Communities.
- c. WOTA will work with other Oakland County transit providers to fulfill trip requests when the provider is unable to accommodate them internally, subject to WOTA's capacity and software capabilities.
- d. WOTA will work towards enabling transfers to and from other Oakland County transit providers, if needed, to fulfill trip requests, with transfer locations and fare payment coordinated with the other transit provider(s). Transfers will be at WOTA's discretion and subject to capacity and software capabilities.
- e. WOTA will share announcements of new service changes utilizing Transit Millage funding (for example: draft press releases, newsletters, marketing, and communications information) with Oakland County Transit Division staff at least two weeks before release to ensure coordinated communication and will incorporate the Oakland Transit logo as outlined in Exhibit E. Oakland County will also share announcements or information mentioning WOTA with WOTA at least two weeks before release.
- f. WOTA shall participate in, provide the necessary information for, and commit to implementing the Community Transit Plan being developed by Oakland County's consultant team.

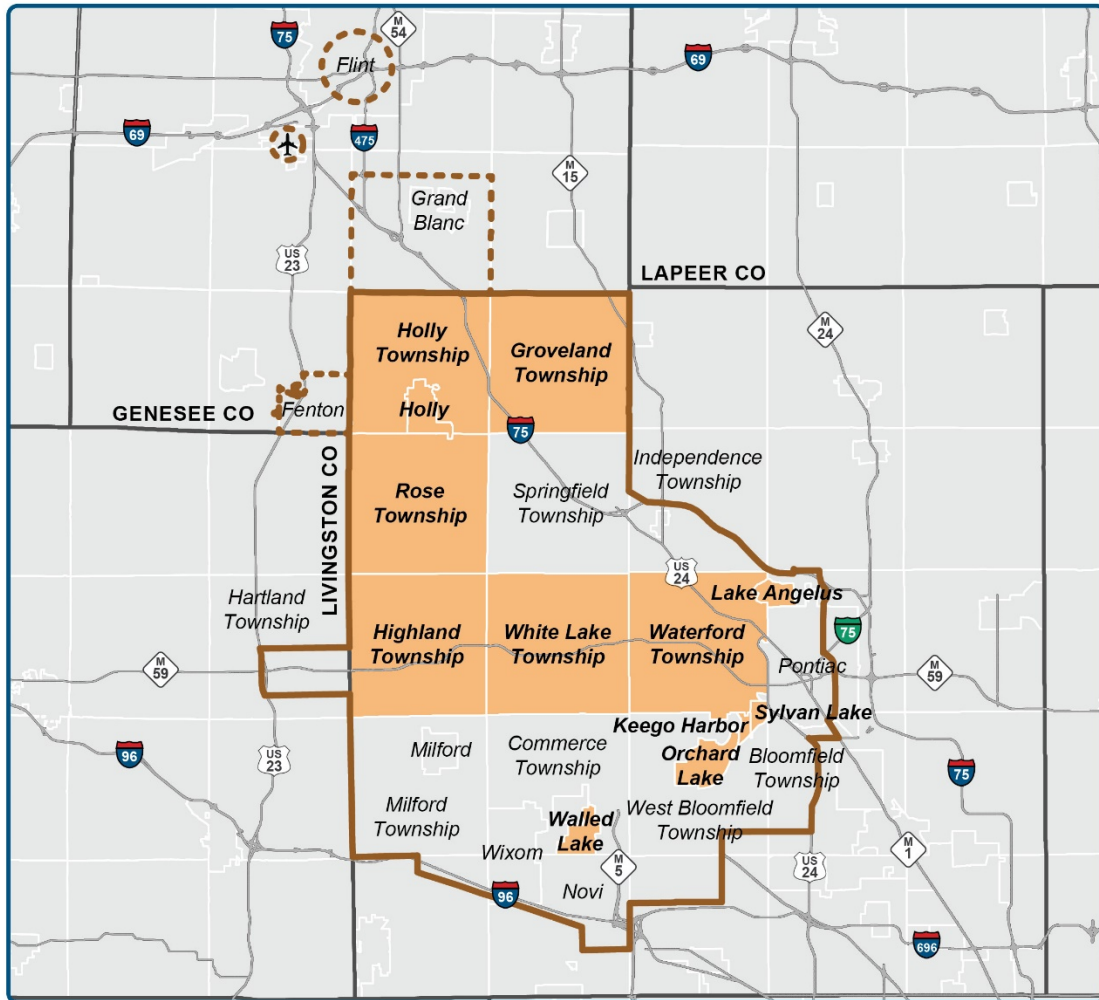
4. Service Operations

- a. WOTA shall be responsible for fueling, cleaning, and all maintenance of vehicles. WOTA will always maintain its equipment in good mechanical condition in conformity with all applicable safety regulations and will keep all vans and/or buses in clean condition. WOTA vehicles shall be subject to inspection by Oakland County upon reasonable demand.

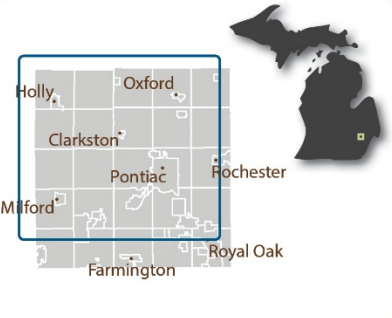
- b. WOTA warrants that it now has, and will continue to have, during the term of this agreement, all necessary licenses, certifications, or other documents required by any federal or state governmental agency which authorize, permit or pertain to the operation of public transportation service. Verification of such licenses shall be presented to Oakland County upon demand.
- c. WOTA will utilize drivers for this service who are properly qualified and lawfully licensed for the service provided in the vehicles used and have received training. Criminal background checks will be performed on all drivers. Drivers will display proper courtesy toward passengers and maintain a neat, clean appearance.
- d. WOTA will maintain official logos, markings, or text affixed to the exterior of all revenue service vehicles that include “Western Oakland Transportation Authority/WOTA” and “Oakland Transit” so users of the service can identify vehicles. Usage of the Oakland Transit logo is outlined in Exhibit E – License for Use of County Servicemark.

2025 WOTA SERVICE AREA MAP

• Western Oakland Transportation Authority •



The information provided herewith has been compiled from recorded deeds, plats, tax maps, surveys and other public records. It is not a legally recorded map or survey and is not intended to be used as one. Users should consult the information sources mentioned above when questions arise.






Participating Community Residents living in these communities may utilize transportation services provided by WOTA	Driving Boundary WOTA provides transportation services to destinations located within the boundary	Additional Destinations Residents of the Village of Holly and Groveland, Holly, and Rose Townships may also travel to the "Additional Destinations" based on need
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09.23.2024

EXHIBIT B
AMENDMENT: 2025-1
2025 WESTERN OAKLAND TRANSPORTATION AUTHORITY (WOTA)
BUDGET

Oakland County Public Transportation Millage Funds:

Total payment not to exceed \$5,782,209 to maintain current services and expand services as planning substantiates.

1. Terms of Payment for Services:

- a. Payment for the Scope of Work as described in Exhibit A will be as follows: Oakland County will distribute an amount not to exceed \$5,782,209 (Five Million Seven Hundred Eighty-Two Thousand Two Hundred Nine Dollars) in Public Transportation Millage Funds to WOTA for the scope of work that is incorporated into this Agreement as Exhibit A. WOTA will receive quarterly payments as shown in the Payment Schedule table below. Except as extended, modified, or amended pursuant to Article II, Article III, and/or Article XIV of the Agreement, the Terms of Payment set forth herein shall expire on December 31, 2025.

2. Fee for Transportation Services

The following factors are included in the WOTA fee for transportation services and are set forth in Section 9:

- a. Insurance: Insurance coverages to meet the County Contractor Insurance Requirements as described in Exhibit D.
- b. Fuel and Maintenance: Fueling, cleaning, and maintenance of vehicles as well as mechanic equipment.
- c. Staff: Hiring and training necessary staff to enhance capacity and deliver quality services.
- d. Vehicle Fleet: Acquiring branding and cameras for new vehicles to ensure driver and

rider safety.

3. Payment Schedule

2025	Operations		Capital	
Jan*	\$	1,648,161.57	\$	1,189,562.72
Apr	\$	981,494.90	\$	0.00
July	\$	981,494.90	\$	0.00
Oct	\$	981,494.90	\$	0.00
TOTAL	\$	4,592,646.28	\$	1,189,562.72

- a. \$1,189,562.72 has been allocated for capital expenditures for the purchase of office equipment, in-house and mobile mechanic equipment, and vehicle wraps and cameras. This shall be paid by Oakland County to WOTA in an amount not to exceed \$1,189,562.72 (One Million One Hundred Eighty-Nine Thousand Five Hundred Sixty-Two Dollars and Seventy-Two Cents).
- b. *The typical amount to be paid each quarter is one-quarter of the total Operations funding, or \$1,148,161.57. An additional \$500,000 is provided in the first quarter for payments due at the beginning of the year for insurance and workers' compensation. The remaining quarterly payments are adjusted to account for the larger January payment.

4. Invoices

- a. Payments by the County, after the Agreement is fully executed, will be made within 30 days of receipt of an invoice from WOTA for the amounts listed in Section 3.

5. Fare Collection

- a. WOTA shall charge residents of Participating Communities utilizing its service a base fare of \$4.00 per each one-way trip within the driving boundary as shown on the 2025 WOTA Service Area Map as incorporated in Exhibit A.
- b. WOTA shall charge seniors aged 55 and older, persons with disabilities, and low-income individuals of Participating Communities a discounted fare of \$2.00 per one-

way trip within the driving boundary as shown on the 2025 WOTA Service Area Map as incorporated in Exhibit A.

- c. WOTA shall not charge veterans any fare for trips within Oakland County pursuant to the Veteran's Transportation Agreement between the Suburban Mobility Authority for Regional Transportation (SMART) and Oakland County attached as Exhibit F.
- d. WOTA may, at its sole discretion, provide trips outside the driving boundary as shown on the 2025 WOTA Service Area Map incorporated in Exhibit A to residents of Participating Communities at a base fare of \$4.00 per one-way trip plus \$2.50 per mile driven outside the boundary subject to capacity and software capabilities.
- e. WOTA may, at its sole discretion, provide trips outside the driving boundary as shown on the 2025 WOTA Service Area Map incorporated in Exhibit A for seniors aged 55 and older, persons with disabilities, and low-income individuals of Participating Communities at a discounted fare of \$2.00 per one-way trip plus a discounted rate of \$1.25 per mile driven outside the boundary subject to capacity and software capabilities.
- f. The per mile fee for all one-way out of boundary trips is charged starting at the driving boundary and ending at the destination and vice versa.
- g. Riders will be responsible for fare payment in accordance with WOTA's rider guidelines.
- h. Aides or persons assisting either seniors or persons with disabilities will be permitted to ride at no cost.
- i. All fares paid by eligible residents are to be retained by WOTA.

6. Vehicle Expenditures

- a. WOTA shall notify Oakland County prior to purchasing or committing to the purchase of a vehicle. These vehicles are hereinafter referred to as "Project Vehicle(s)," to expand and improve service in accordance with the terms and conditions of this Agreement.

- b. The Project Vehicle(s) shall comply with all Federal Contract Clauses including regulations regarding procurement, Buy America, vehicle specifications, safety standards, and bus testing. All federal clauses can be found in the respective contracts on the State Vehicle Contracts and Procurement website at <https://www.michigan.gov/mdot/travel/mobility/pub-transit/state-vehicle-contracts-and-procurement>.
- c. All capital expenditures for the purchase of Project Vehicle(s) shall comply with Section 3(a), above.
- d. WOTA agrees to use Project Vehicles for the purposes as stated in Exhibit A, which is incorporated into this Agreement.
- e. WOTA agrees to provide all maintenance, repair, and fueling of these vehicles, consistent with its responsibilities in Section 2(b), above.
- f. Prior to delivery of the Project Vehicle(s), WOTA shall provide Oakland County with the Make, Model and VIN number(s) of the Project Vehicle(s).
- g. WOTA is to notify Oakland County that they have taken possession of the Project Vehicle(s) and provide the date that each Project Vehicle(s) is placed in revenue service.
- h. WOTA shall notify Oakland County of any changes, collisions, or significant damage to the Project Vehicle(s).
- i. WOTA shall retain title to Project Vehicles. No Project Vehicles shall be disposed of or reassigned without prior written approval by Oakland County.

7. Project Vehicle Disposition

The Parties intend and agree that if Oakland County provides funding for capital expenditures (i.e., vehicles) to WOTA and this Agreement is terminated or not renewed before any or all of the purchased vehicles reach the end of their Minimum Useful Life, as defined herein, or if a purchased vehicle is removed from service prior to the end of its Minimum Useful Life, WOTA shall reimburse Oakland County for the Remaining Value of any such vehicle(s) in accordance with the following:

- a. For the purpose of this Agreement, the “Minimum Useful Life” of each purchased vehicle shall be determined to be five (5) years, beginning on the date the vehicle is placed into service.
- b. The value of each vehicle shall be depreciated on a straight-line basis according to the time each vehicle has been in service, i.e., twenty percent (20%) depreciation in value for each year the vehicle has been in service, or any fraction thereof. Thus, each vehicle will be fully depreciated five (5) years after it is put into service.
- c. Correspondingly, the Remaining Value of the vehicle shall be the purchase price minus depreciation.
- d. Any insurance proceeds obtained by WOTA in connection with a vehicle which is permanently taken from service as a result of collision, fire, or other such casualty shall be applied toward the amount of reimbursement owed to Oakland County. Oakland County will then work with WOTA to determine whether a replacement vehicle is to be purchased by Oakland County with transit millage funds.
- e. No vehicle shall be disposed of before the end of its Minimum Useful Life without prior Oakland County approval.
- f. WOTA shall maintain financial and operating records for each vehicle for at least seven (7) years from the date of its disposal or permanent removal from service.

8. Facility Expenditures

Expenditures for facilities are subject to:

- a. Advance review and approval by Oakland County.
- b. An appropriate facility planning process that satisfies State and Federal procedures to remain eligible for State and Federal funding.
- c. WOTA providing a scope of work to Oakland County.
- d. WOTA providing documentation to Oakland County that all potential funding sources and financing methods have been considered and pursued if feasible.
- e. WOTA shall require any contractors and sub-contractors who perform any work on WOTA facilities to pay all skilled and unskilled tradespersons, mechanics, and laborers, including but not limited to carpenters, electricians, plumbers, cement

masons, workers, helpers, assistants, and apprentices not less than the wages and benefits prevailing in Oakland County, Michigan.

- f. WOTA shall comply with Oakland County's Competitive Public Bid Requirements when hiring third parties to complete facility work:
 - i. Requirement for Competitive Bidding: WOTA shall not engage any third parties to perform any services without first conducting a competitive public bidding process.
 - ii. Bid Process:
 - 1. WOTA shall prepare and issue a Request for Proposals (RFP) for the services to be performed, which shall be publicly advertised to ensure broad competition.
 - 2. The RFP must include a comprehensive description of the services to be performed, selection criteria, and submission deadlines. The advertisement must remain open for a minimum of 30 days to allow adequate time for potential bidders to respond.
 - iii. Selection of Vendor: WOTA shall evaluate all bids received based on the criteria outlined in the RFP. The selection of the winning bid shall prioritize quality, cost-effectiveness, and the vendor's qualifications. A written record of the evaluation process and the rationale for selecting the chosen vendor must be maintained.
 - iv. Compliance and Accountability: WOTA is responsible for ensuring that all services performed comply with applicable laws and regulations.

9. Budget

Revenues

Fares	\$	130,000.00
Oakland County Transit Millage	\$	5,782,209.00
Municipal Credits	\$	143,345.00
Community Credits	\$	174,370.00
FTA 5310 Grant	\$	223,867.00
FTA 5311 Grant	\$	450,070.75
MDOT Local Bus Operating Assistance	\$	1,237,399.42
MDOT Specialized Services Grant	\$	88,169.00
Interest Income	\$	40,000.00
Other Revenue: Miscellaneous	\$	0.00
Revenue Total	\$	8,269,430.17

Expenses

Salaries and Benefits

Administration Salary	\$	638,326.42
Dispatch Wages	\$	529,900.80
Drivers Wages	\$	2,535,475.28
Mechanic/Maintenance Wages	\$	159,120.00
Grant Payroll Expenses	\$	78,000.00
Professional Development- Training, Education, Travel, Etc.	\$	45,000.01
Personnel Benefits	\$	1,191,413.15
Pension/Retirement Benefits	\$	297,451.79
Other: Salary Expenses (employee mileage, etc.)	\$	5,000.00
Salaries and Benefits Total	\$	5,479,687.45

Program Costs

Communication Expenses- Phones, Tablets, Etc.	\$	75,240.00
Drug and Alcohol Testing	\$	10,000.00
Fuel - Diesel and Oil	\$	422,560.00
Grant Program Expenses	\$	0.00
Insurance Expenses	\$	336,000.00
Maintenance/Repairs	\$	222,000.00
Other: Program Costs	\$	0.00
Program Cost Total	\$	1,065,800.00

Building Costs

Building Rent/Lease	\$	174,000.00
Cleaning/Snow Removal/Landscaping	\$	13,000.00
Utilities	\$	35,880.00
Other: Building Operating Expenses	\$	0.00
Building Cost Total	\$	222,880.00

Operating Expenses

Advertising/Marketing	\$	65,000.00
Dispatch Software	\$	76,000.00
Memberships and Dues	\$	2,500.00
Office Supplies	\$	18,000.00
Professional Services- Audit, Legal, Website, IT, Other	\$	150,000.00
Other: Administrative Costs	\$	0.00
Operating Expenses Total	\$	311,500.00

Capital Costs

In-House and Mobile Mechanic Equipment	\$	95,000.67
Expansions- Parking Lots, Building, Etc.	\$	0.00
Office Capital	\$	15,000.00
Vehicles	\$	0.00
Vehicle Equipment- Cameras, Branding, Etc.	\$	20,000.00
Other: Capital Costs (depreciation)	\$	1,059,562.05
Capital Costs Total	\$	1,189,562.72

Expense Total	\$	8,269,430.17
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- a. Any changes to line-item budget allocations requested by WOTA shall be made in writing, directed to the Oakland County Transit Manager, and shall specify the nature of the change requested, the reason for the proposed change and whether or not the requested change will result in an increase in the overall total budget amount. The Transit Manager shall then have sole discretion to grant or deny the change, in whole or in part, consistent with the authority that the Transit Manager has been given by the Oakland County Board of Commissioners (BOC).
- b. Other than as provided in the above subsection (a), the Parties acknowledge that in accordance with subsection 14.1 of the Agreement (“Amendments”), the commitment or disbursement of Public Transportation Millage funds by Transit Provider for items not specifically budgeted above, or payment by Transit Provider of an amount in an excess of the budgeted amount for a particular line item as addressed under subsection 3.4 of the Agreement (“Not to Exceed”) are not permissible under this Agreement without a duly approved and executed amendment to the Agreement. No services shall be commenced, and no costs or obligations incurred, including, but not limited to, real property

transactions or capital expenditures not presently budgeted, unless appropriate approval has been obtained from the County.

EXHIBIT F

AMENDMENT: 2025-1

2025 WESTERN OAKLAND TRANSPORTATION AUTHORITY (WOTA)

VETERAN'S TRANSPORTATION AGREEMENT

Veteran's Transportation Agreement: Scope of Services

The Scope of Services to be provided by the Suburban Mobility Authority for Regional Transportation (SMART) to Oakland County pursuant to an Interlocal Agreement for the utilization of grant funds by Oakland County received from the Michigan Veteran's Affairs Agency County Veteran's Service Fund (CVSF) for the purpose of providing origin to destination transportation for veterans (and widows of veterans) and a needed PCA (other riders must pay their applicable fare) is set forth as follows:

1. Subject to availability, origin to destination transportation services shall be provided (5) days per week, Monday through Friday, to any location in Oakland County. ADA eligible rides will be provided based on ADA guidelines.
2. Subject to availability, the hours of service to be provided shall accommodate arrivals by 8:00 a.m. and departures up to 6:30 p.m., ADA eligible trips are based on the ADA guidelines.
3. The services shall be available throughout all of Oakland County. SMART may partner with other transportation service providers as needed in order to achieve full geographic coverage of Oakland County. SMART and its partners will utilize a shared ride system to provide the origin to destination transportation.
4. The cost per ride to be paid by Oakland County from the grant funds or county funding shall be the applicable fare per provider. Transfer trips will be charged as individual trips to the grant. Each trip will be charged independently.
5. SMART shall provide ADA compliant vehicles when needed or requested.
6. SMART shall provide a dedicated program phone number and email address to allow all customers full access to the program.
7. SMART shall provide Oakland County an itemized, per ride invoice every 30 days; Oakland County shall reimburse SMART from program funds within 30 days of receiving the invoice. SMART will reimburse partner transportation service providers within 30 days of receiving program funds from Oakland County.
8. The duration of the pilot program shall be from October 1, 2024, through September 30, 2025.
9. This Scope of Services may be amended in writing by mutual consent of the parties. Any such amendments shall be incorporated by reference into the Interlocal Agreement, and shall be subject to the terms of the Interlocal Agreement.

For: SMART

For: Oakland County

Dated: _____

PUBLIC TRANSPORTATION AGREEMENT**BETWEEN****WESTERN OAKLAND TRANSPORTATION AUTHORITY****AND****OAKLAND COUNTY**

THIS PUBLIC TRANSPORTATION AGREEMENT ("Agreement") is made this 16 day of February, 2023, by and between the Western Oakland Transportation Authority ("WOTA"), 250 W. Livingston Road, Highland, Michigan 48357, a public transportation authority created pursuant to Act 196 of 1986, and Oakland County, (the "County"), 1200 North Telegraph, Pontiac, Michigan 48341, a Municipal and Constitutional Corporation, operating under Act 139 of 1973 (referred to collectively as the "Parties"). The term of this Agreement is set forth in the Term of Agreement section, being Article VII, Sec. 18.8, below. As expressed in Article 2.2 below, the Parties anticipate that this Agreement will represent an ongoing partnership between the Parties, who will work collaboratively and in good faith to effectuate the expansion and efficiency of Transportation Services for the benefit of Oakland County communities and businesses.

WHEREAS, Oakland County recognizes a growing need to provide safe, affordable and reliable public transportation for workers to reach jobs, patients to access health care, students to connect to colleges and universities and for seniors, the disabled and the general public to have more transportation options; and

WHEREAS, Oakland County has historically been actively engaged in the support of public transportation, having two members on the SMART Board of Directors: and

WHEREAS, on November 8, 2022, Oakland County put forth a Transportation Millage for the purpose of funding public transportation services in Oakland County, including operating, maintaining, improving and expanding transit services; creating and expanding new fixed routes for bus service connecting local communities; expanding transportation services for seniors, veterans and people with disabilities; and providing transportation to get

employees to jobs, patients to healthcare, students to colleges and universities and for other related purposes authorized by law; and

WHEREAS, on November 8, 2022, the citizens of Oakland County approved a millage for the above purpose to be levied at a maximum rate of .95 mills for a period of 10 years beginning in 2022 and ending in 2031; and

WHEREAS, it is anticipated that the millage from the ballot proposal will generate \$66,163,000 in the first year; and

WHEREAS, the principal providers of public transportation services in Oakland County are Suburban Mobility Authority for Regional Transportation (SMART), Western Oakland Transportation Authority (WOTA), North Oakland Transportation Authority (NOTA) and the Rochester Hills-Oakland-Rochester Older Persons' Commission (OPC); and

WHEREAS, WOTA desires to provide certain public transportation services to the County as described more particularly in this Agreement and the exhibits/attachments hereto ("Transportation Services"); and

WHEREAS, the County and WOTA wish to enter into an agreement to provide transportation services in furtherance of the goals and objectives of the November 8, 2022 Transportation Millage; and

WHEREAS, as consideration for the Transportation Services, the County, through its Board of Commissioners, will make payments to WOTA as described more particularly in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

ARTICLE I

DEFINITIONS

1.1 "Communities" mean cities, villages, townships, or other political subdivisions located within Oakland County

1.2 "County" shall mean Oakland County.

1.3 “Exhibits” to this Agreement, as referenced herein and as made a part of this Agreement shall be as follows:

Exhibit A, Scope of Transportation Services (“Service Plan”)

Exhibit B, WOTA Budget

Exhibit C, Performance Report

Exhibit D, Insurance

1.4 “WOTA Budget” means the proposed financial budget of WOTA for each fiscal year for the provision of Transportation Services, included in the term of this Agreement for the WOTA service area.

1.5 “Transportation Services” means the transportation services to be provided under this Agreement by WOTA in Oakland County as set forth in Exhibit A, as amended.

ARTICLE II

TRANSPORTATION SERVICES

2.1 WOTA shall undertake and provide the Transportation Services as set forth in the Service Plan attached as Exhibit (A) in accordance with this Agreement and all applicable Federal, State and local laws as they may from time to time be amended.

2.2 During the term of this Agreement, the Parties will work collaboratively and in good faith to effectuate the expansion of Transportation Services to include a larger geographical service area, a broader array of Transportation Services, increase in hours of operation and/or an increase in ridership. The Parties shall meet at agreed upon intervals to review and revise the scope of Transportation Services, budget and Payment, and any agreed upon changes shall be set forth in amendments to Exhibits A and B. WOTA shall be responsible for the administration and management of Transportation Services.

2.3 No other material changes to the Service Plan may be made by WOTA without the written consent of the County.

ARTICLE III

PAYMENT

3.1 The County shall pay WOTA for the provision of Transportation Services in accordance with the terms and conditions of this Agreement.

3.2 WOTA shall be paid by the County according to the terms and in the manner described in Exhibit B, as may be amended in accordance with Section 2.2, above.

3.3 Payments shall be subject to a final reconciliation by the Parties, which reconciliation may result in an additional payment or credit adjustment.

3.4 The amounts owing to WOTA under this Agreement shall not in any event be in excess of any "not to exceed" amount established by the Agreement without prior approval from the County.

ARTICLE IV

PERFORMANCE REPORT

4.1 WOTA, at its expense, shall provide the County with a quarterly Performance Audit and Report of WOTA's operations (Exhibit C). If requested by the County, WOTA shall provide verification of information contained in the Performance Audit and Report to the County or other third party selected by the County.

4.2 WOTA shall submit the Performance Report to the County within ten (10) days after the end of the calendar year.

ARTICLE V

AUDITED FINANCIAL STATEMENTS

5.1 WOTA shall provide the County with WOTA's unaudited quarterly financial statements, within thirty (30) days after the end of each fiscal quarter, and the audited annual financial statements within one hundred twenty (120) days after the end of the fiscal year prepared in accordance with generally accepted accounting principles ("GAAP") by WOTA's auditor (the "Financial Statements"). The Financial Statements shall indicate variances between

actual and budgeted amounts for the quarter at the Financial Statement level. The County reserves the right to conduct further, independent audits of the expenditure of revenue from the Transportation Millage consistent with the oversight responsibilities of the Oakland County Board of Commissioners as established by the November 8, 2022 ballot language.

ARTICLE VI

PERFORMANCE OF THE TRANSPORTATION SERVICES

6.1 WOTA shall commence, carry on, and complete the Transportation Services in a sound, economical and efficient manner, and in compliance with the Service Plan, including administration and management of the Transportation Services.

6.2 Except as expressly set forth in this Agreement, nothing in this Agreement shall subject the County to any obligations or liabilities of WOTA, its contractors or subcontractors, or any other person not a party to this Agreement and therefore, no third-party beneficiaries are created by this agreement, in connection with the performance of any Transportation Services.

ARTICLE VII

RECORD KEEPING, AUDITS, INSPECTION, REPORTS, EVALUATION AND COOPERATION

7.1 Financial records, supporting documentation, statistical records, and all other records pertinent to the Transportation Services shall be retained by WOTA for a period of at least seven (7) years and be made readily available to authorized representatives of the County for the duration of the Agreement.

7.2 WOTA shall provide a periodic summary to the County of available grant opportunities it becomes aware of and shall seek input and support from the County, as practicable, for any grants that could impact the Transportation Services, but which are otherwise not available to WOTA alone. In addition to and as practicable, WOTA shall cooperate and provide input as needed by the County with respect to any grants available to it. WOTA shall

provide periodic updates to the County with respect to the marketing and advertising of the Transportation Services. The Parties shall cooperate in elevating the quality, accessibility and level of the Transportation Services and their equitable distribution and access to riders. The Parties shall meet at least annually to discuss strategic goals and plans for the following year, to correct deficiencies in performance if found to exist, and to advance the goals and principles set forth in this Agreement, including but not limited to maximizing service and equitable inclusion.

ARTICLE VIII

INSURANCE

8.1 WOTA shall purchase and maintain, during the term of this Agreement between the Parties, the types and amounts of insurance required by Exhibit (D). The contractual liability insurance as applicable to WOTA's obligations herein, shall be specifically endorsed to include coverage for the indemnity provision required and described in Article IX below.

ARTICLE IX

INDEMNIFICATION

9.1 To the extent permitted by law, WOTA shall hold the County harmless, defend and indemnify the County, and each of its elected officials, Board of Commissioners, appointed officials, agents, employees, representatives, attorneys and volunteers from and against any and all losses, expenses, damages (including loss of use), demands and claims, and shall defend any suit or action, whether at law or in equity, brought against them or any one or more of them based on any alleged injury (including death), or damages relating to or arising out of any act or omission of WOTA, its officers, employees, agents, contractors, subcontractors and licensees, during the performance of this Agreement or in connection with the provision of Transportation Services, including but not limited to claims made against the County by any third party, and shall pay all damages, judgments, costs, and expenses, including attorney's fees, in connection with any demands and claims resulting therefrom. The County shall in no event be liable for any consequential, incidental, indirect, remote, speculative, punitive, exemplary, liquidated, treble,

or special damages, including but not limited to loss of profit, opportunity, use, revenue, data or goodwill, whether based in whole or in part in contract, tort, equity, strict liability, under statute or any other theory of liability, regardless of whether such damages were foreseeable or contemplated and even if the County was advised or aware of the possibility of such damages. The obligations under this Article IX shall survive the completion of the Transportation Services required to be performed hereunder by WOTA and any end to this Agreement. Nothing herein is intended to diminish or waive any governmental immunity of WOTA under the law.

ARTICLE X

NON -COLLUSION

10.1 WOTA warrants that it has not paid and agrees not to pay any bonus, commission, fee, or gratuity for the purpose of obtaining any approval pursuant to this Agreement. No WOTA officer or employee, or board member shall be permitted to any share or part of this Agreement or to any material benefit arising therefrom.

ARTICLE XI

SIGNS AND IDENTIFICATION

11.1 Neither Party may identify the other Party on any vehicles, buildings, stations, equipment and other items used or acquired by them in connection with the Transportation Services without the prior written consent of the other Party.

ARTICLE XII

SEVERABILITY

12.1 If any provision of this Agreement is held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would continue to conform to the purposes, terms, and requirements of applicable law.

ARTICLE XIII**ASSIGNMENT AND AGREEMENT**

13.1 This Agreement shall not be assigned, transferred, conveyed, sublet or otherwise disposed of without the prior written consent of WOTA and the County, through its Board of Commissioners.

ARTICLE XIV**AMENDMENT**

14.1 The Parties agree that no modification of this Agreement, or any Exhibits or Attachments hereto, shall be of any force or effect unless such amendment is dated, reduced to writing, executed by both Parties, and attached to and made a part of this Agreement. No services shall be commenced, and no costs or obligations incurred in consequence of any amendment to this Agreement, or any attachments made hereto unless and until such amendment has been executed and made a part of this Agreement.

ARTICLE XV**TITLES**

15.1 The Parties agree that the titles of the articles and paragraphs of this Agreement are inserted for convenience of identification only and shall not be considered for any other purpose.

ARTICLE XVI**ENTIRE AGREEMENT**

16.1 The Parties agree that this Agreement, the Exhibits attached hereto, and documents referred to herein constitute the entire Agreement between the Parties hereto, that there are no agreements or understandings, implied or expressed, except as specifically set forth or incorporated by reference in the Agreement and that all prior arrangements and understandings in this connection are merged into and contained in this Agreement.

ARTICLE XVII**APPLICABLE LAW**

17.1 This Agreement shall be governed, interpreted and enforced by the laws of the State of Michigan, excluding Michigan's conflict of laws principles. Any action brought to enforce, interpret or decide any provision of this agreement or any claim arising under this Agreement shall be brought in the Sixth Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the Court. Except as otherwise required by law, venue is proper in the Courts set forth above.

ARTICLE XVIII**MISCELLANEOUS**

18.1 **Discrimination.** WOTA, and its subcontractors under this Agreement, shall not discriminate against an employee or an applicant for employment in hiring, any terms or conditions of employment or matters related to employment regardless of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, genetic information, height, weight, disability, veteran status, familial status, marital status or any other reason that is unrelated to the person's ability to perform the duties of a particular job or position, in accordance with applicable Federal and State laws.

18.2 **Flow Down.** Any assignment, delegation or subcontract by WOTA must include a requirement that the assignee, designee, or subcontractor will comply with the terms and conditions of this Agreement. The assignment, delegation or subcontract shall in no way diminish or impair performance of any term or condition of this Agreement.

18.3 **Survival of Terms and Conditions.** The following terms and conditions shall survive and continue in full force beyond the termination or cancellation of this Agreement (or any part thereof) until the terms and conditions are fully satisfied or expire by their nature: **Article 1**, Definitions; **Article 2**, Transportation Services; **Article 3**, Payment; **Article 7**, Audits; **Article 8**, Insurance; **Article 9**, Indemnification; **Article 17**, Applicable Law; **Article 18**,

Miscellaneous.

18.4 **Reservation of Rights.** This Agreement does not, and is not intended to impair, divest, delegate or contravene any constitutional, statutory, or other legal right, privilege, power, obligation, duty or immunity of the County or WOTA.

18.5 **Waiver.** Waiver of any term or condition of this Agreement must be in writing and notice given pursuant to the Agreement. No written waiver, in one or more instances, shall be deemed or construed as a continuing waiver of any term or condition of this Agreement. No waiver by either Party shall subsequently affect its right to require a strict performance of this Agreement.

18.6 **Cumulative Remedies.** Either Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.

18.7 **Dispute Resolution.** The Parties agree to use all commercially reasonable efforts to resolve issues that arise in connection with the implementation, interpretation, enforcement, performance or nonperformance of any aspect of this Agreement. A Party seeking resolution of a dispute under this subsection shall first identify the nature of the dispute, in writing, and present it to the other Party's Contract Administrator who shall respond within ten (10) business days. If the respective Contract Administrators are unable to resolve the dispute through good faith consultation and negotiation, each party shall then appoint an additional senior executive to assist the Contract Administrators with resolution. If the matter has not reached a mutually acceptable resolution within 30 days of it first being presented to the Contract Administrators, either party may seek resolution through any other legal process up to and including litigation. This subsection shall not apply to a situation in which immediate action is necessary to preserve life or property.

18.8 **Term.** This Agreement shall begin on the Effective Date and end on the Expiration Date. The "Effective Date" shall be the date the Agreement is signed by the last Party to execute the Agreement. The "Expiration Date" shall be 11:59.59 on December 31, 2025. Unless otherwise provided herein, the Parties are under no obligation to renew or extend this

Agreement after the Expiration Date. This Agreement may only be extended by written amendment.

18.9 Notice. All notices required under this contract shall be in writing. Notices shall be effective: a) the next business day, if personally delivered; b) the third business day, if sent by U.S. mail, postage prepaid, return receipt requested; c) the next business day, if sent by a nationally recognized express courier with a reliable tracking system; or d) the next business day with a written response or receipt of confirmation, if sent by e-mail or fax. In each case Notice shall be sent to:

To:

For Western Oakland Transportation Authority:

Kim Viener, Director
Western Oakland Transportation Authority
250 W. Livingston Road
Highland, MI, 48357

For Oakland County:

Bret Rasegan
Planning Manager
2100 Pontiac Lake Rd, Bldg. 41W
Waterford, MI 48328

With a copy sent to:

Solon Phillips
Corporation Counsel
1200 N. Telegraph Rd, Bldg. 14E
Pontiac, MI 48341

Authorization and Completion of Agreement. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

IN WITNESS WHEREOF, Kim Viener, Director, Western Oakland Transportation Authority, hereby acknowledges that he/she has been authorized by a resolution of the Western Oakland Transportation Authority, a certified copy of which is attached, to execute this Agreement on behalf of Public Body and hereby accepts and binds Public Body to the terms and conditions of this Agreement.

EXECUTED: 
Kim Viener (Feb 17, 2023 13:53 EST)
Kim Viener, Director
Western Oakland Transportation Authority

DATE: Feb 17, 2023

WITNESSED: 
Rick A. Hamill (Feb 17, 2023 15:02 EST)
Western Oakland Transportation Authority

DATE: Feb 17, 2023

IN WITNESS WHEREOF, David T. Woodward, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Agreement on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Agreement.

EXECUTED: 
David T. Woodward (Feb 23, 2023 09:38 EST)
David T. Woodward, Chairperson
Oakland County Board of Commissioners

DATE: Feb 23, 2023

WITNESSED: 
JoAnn Stringfellow (Feb 23, 2023 09:41 EST)
Oakland County Board of Commissioners
County of Oakland

DATE: Feb 23, 2023

EXHIBIT A
2023 WESTERN OAKLAND TRANSPORTATION AUTHORITY
SCOPE OF TRANSPORTATION SERVICES

Scope of Work Summary:

Current Services

The Western Oakland Transportation Authority (WOTA) has been providing transportation services since 2020 to qualifying residents of Highland, Walled Lake, Waterford and White Lake. Eligible riders include seniors over 55, adults with disabilities and veterans along with companion riders. WOTA accommodates trips to work, medical appointments, shopping, banking, civic events, entertainment venues and social activities within the driving boundary. Currently, there is a staff of 14 full time and 17 part time employees that provide administration, dispatch, and vehicle operation services. The fleet of 21 vehicles provided over 32,000 rides in 2022 (average 150-170 rides per day); Monday through Friday from 7:00 a.m. – 4:00 p.m. The cost per stop in 2022 was \$2.50.

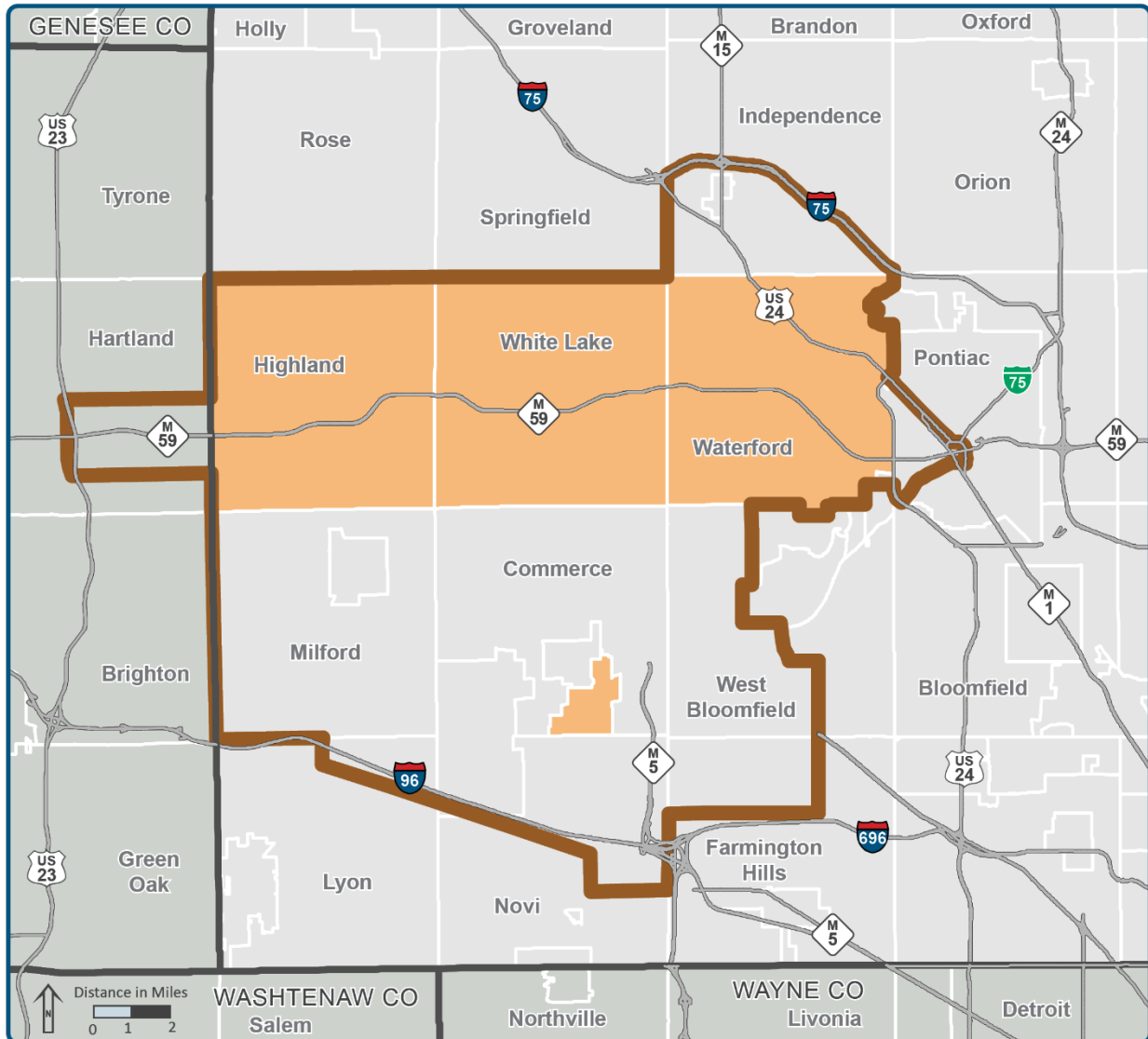
2023 Service Expansion Utilizing Oakland County Millage Funds

- Add computers, technology, copier and upgraded phones.
- Increase hourly wage rates and benefits to become more competitive in the current job market.
- Reduce cost per stop to \$2.00 (two dollars) for all riders.
- Include low-income residents as eligible riders.
- Hire and train additional staff (drivers and dispatch).
- Extend hours of service to Monday through Friday from 6:00 a.m. – 9:00 p.m.
- Purchase (8-12) additional ADA compliant mini vans that will help to expand and improve service.
- Begin to implement services in expanded geographic service areas on limited basis.

- Create a mobile mechanic position to reduce the off-road time WOTA experiences when vehicles need preventative maintenance or repairs.
- Collaborate with other transportation providers, Oakland County and local communities to identify expanded geographic service areas and transfer stops to offer eligible riders expanded seamless service to other areas of the county.

2023 WOTA SERVICE AREA MAP

• Western Oakland Transportation Authority •



The information provided hereafter has been compiled from recorded deeds, plats, tax maps, surveys and other public records. It is not a legally recorded map or survey and is not intended to be used as one. Users should consult the information sources mentioned above when questions arise.






Service Community

Qualifying residents living in Highland, White Lake, Waterford and Walled Lake may utilize transportation services provided by WOTA

Driving Boundary

WOTA provides transportation services for qualifying residents to eligible destinations located within the driving boundary

1.31.2023

EXHIBIT B
2023 WESTERN OAKLAND TRANSPORTATION AUTHORITY
BUDGET

Oakland County Public Transportation Millage Funds:

\$3,418,407 to Maintain Current Services plus 2023 Expansion of Services (not to exceed)

Terms of Payment for Services:

Payment for the Scope of Work as described in Exhibit A will be as follows: Oakland County will distribute an amount not to exceed \$3,418,407 (Three Million Four Hundred Eighteen Thousand Four Hundred and Seven Dollars) in Public Transportation Millage Funds to the Western Oakland Transportation Authority (WOTA) for the scope of work that is incorporated into this Agreement as Exhibit A. WOTA will receive a lump sum payment to be disbursed by the County within 30 days of this Agreement being fully executed. Except as extended, modified or amended pursuant to Article II and/or Article III of the Agreement, the Terms of Payment set forth herein shall expire on December 31, 2023.

Revenues

Fares	100,000
Oakland County Transit Millage	3,418,407
Municipal Credits	118,940
Community Credits	158,160
Grant Revenue*	535,573
Local Revenue: Miscellaneous	55,214
Other Revenue : Specialized Services Credits	54,606
Revenue Total	\$ 4,440,900

** Revenue subject to receipt of anticipated grant funds through SMART. If the full budgeted amount of anticipated grant revenue is not received, a budget amendment shall be required.*

Expenses**Salaries and Benefits**

Administration Salary	302,000
Dispatch/Drivers Wages	1,403,500
Mechanic/Maintenance Wages	119,500
Grant Payroll Expenses	-
Personnel Benefits	532,000
Pension/ Retirement Benefits	80,000
Other: Salary Expenses	
Salaries and Benefits Total	\$ 2,437,000

Program Costs

Communication Expenses- Phones, Tablets	28,500
Drug and Alcohol Testing	9,000
Fuel - Diesel and Oil	249,000
Grant Program Expenses	-
Insurance Expenses	104,000
Maintenance/Repairs	154,500
Other: Program Costs	
Program Cost Total	\$ 545,000

Building Costs

Building Rent/Lease	30,000
Snow Removal/Landscaping	-
Utilities	30,000
Other: Building Operating Expenses	6,000
Building Cost Total	\$ 66,000

Operating Expenses

Advertising/Marketing	100,000
Dispatch Software	30,000
Memberships and Dues	10,000
Office Supplies	10,000
Professional Development- Training and Education, Travel	32,000
Professional Services- Audit, Legal, Website, IT, Other	104,000
Trolley Expenses	-
Other: Administrative Costs	-
Operating Expenses Total	\$ 286,000

Contingency

Contingency	-
Contingency Total	\$ -

Capital Costs

Equipment	233,000
Expansions- Parking Lots, Building	-
Office Capital	20,500
Software	-
Vehicles	696,000
Other: Capital Costs	157,400
Capital Costs Total	\$ 1,106,900

Expense Total	\$ 4,440,900
----------------------	---------------------

EXHIBIT C

2023 WESTERN OAKLAND TRANSPORTATION AUTHORITY

PERFORMANCE REPORT TEMPLATE

Provider Name	
Date	
City	
State	
ZIP Code	
Phone Number	

Contact Name	
Contact Title	
Contact Email	
Submitter Name	
Submitter Title	
Submitter Email	
Date Submitted	

Expenses					
Code	Description	Operations	Maintenance	General Admin	Total
501	Labor				
50101	Operator's Salaries and Wages				
50102	Other Salaries and Wages				
50103	Dispatchers Salaries and Wages				
502	Fringe Benefits				
50200	Other Fringe Benefits				
50210	DC Pension				
50220	DB Pension				
503	Services				
50302	Advertising Fees				
50305	Audit Cost				
50399	Other Services				
Comments:					
504	Materials and Supplies				
50401	Fuels and Lubricants				
50402	Tires and Lubes				
50499	Other Materials and Supplies				
Comments:					
505	Utilities				
50500	Utilities				
506	Insurance				
50603	Liability Insurance				
50699	Other Insurance				
Comments:					
508	Purchased Trans Service				
50800	Purchased Trans Service				
509	Misc. Expenses				
50902	Travel, Meetings, and Training				
50903	Association Dues and Subscriptions				
50999	Other Misc. Expenses				
Comments:					
511	Interest Expense				
51101	Interest Expense				
512	Insurance				
51200	Operating Leases and Rentals				
513	Depreciation				
51300	Depreciation				

Additional Expenses

Code	Description	Operations	Maintenance	General Admin	Total

Revenue

Code	Description	Revenue
401	Farebox Revenue	
40100	Passenger Fares	
406	Auxillary Trans Revenues	
40610	Concessions	
40615	Advertising	
40699	Other Auxillary Trans Revenues	
407	NonTrans Revenues	
40710	Sales of Maintenance Services	
40799	Other NonTrans Revenues	
408	Local Revenue	
40800	Taxes Levied Directly for/by	
40910	Local Revenue	
40999	Community Credits	
Comments:		
411	State Formula and Contracts	
41101	State Formula Operating	
41110	Municipal Credit	
41199	Other State Contracts and	
413	Federal Contracts	
41301	Federal Section 5311	
41399	Other Federal Contracts and	
414	Other Revenue	
41400	Interest Income	

Additional Revenue

Code	Description	Total

Statistics

Public Service

Code	Description	Weekday	Saturday	Sunday	Total
610	Vehicle Hours				
611	Vehicle Miles				
615	Passengers - Regular				
616	Passengers - Elderly				
617	Passengers - Persons w/ Disabilities				
618	Passengers - Elderly Persons w/ Disabilities				
622	Total Demand - Response Passengers				
625	Days Operated				

Vehicle Information

Description	Quantity
SMART Vehicles	
Non SMART Vehicles w/ Lifts	
Non SMART Vehicles w/o Lifts	
Comments:	
Total Vehicles	

Miscellaneous Information

Description	Quantity
Diesel Gallons Consumed	
Gasoline Gallons Consumed	
Total Transit Agency Employees	
Total Revenue Vehicles Operators	
Number of Accidents	
Comments:	
Number of Fatal Accidents	

EXHIBIT D

2023 WESTERN OAKLAND TRANSPORTATION AUTHORITY

CONTRACTOR INSURANCE REQUIREMENTS

During this Contract, the Contractor shall provide and maintain, at their own expense, all insurance as set forth and marked below, protecting the County against any Claims, as defined in this Contract. The insurance shall be written for not less than any minimum coverage herein specified. Limits of insurance required in no way limit the liability of the Contractor.

Primary Coverages

Commercial General Liability Occurrence Form including: (a) Premises and Operations; (b) Products and Completed Operations (including On and Off Premises Coverage); (c) Personal and Advertising Injury; (d) Broad Form Property Damage; (e) Broad Form Contractual including coverage for obligations assumed in this Contract;

\$1,000,000 – Each Occurrence Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products & Completed Operations Aggregate Limit

\$2,000,000 – General Aggregate Limit

\$ 100,000 – Damage to Premises Rented to You (formally known as Fire Legal Liability)

Workers' Compensation Insurance with limits statutorily required by any applicable Federal or State Law and Employers Liability insurance with limits of no less than \$500,000 each accident, \$500,000 disease each employee, and \$500,000 disease policy limit.

1. ☐ Fully Insured or State approved self-insurer.
2. ☐ Sole Proprietors must submit a signed Sole Proprietor form.
3. ☐ Exempt entities, Partnerships, LLC, etc., must submit a State of Michigan form WC-337 Certificate of Exemption.

Public Transportation Commercial Automobile Liability Insurance covering bodily injury or

property damage arising out of the use of any owned, hired, or non-owned automobile with a combined single limit of \$5,000,000 each accident. This requirement is waived if there are no company owned, hired or non-owned automobiles utilized in the performance of this Contract.

Commercial Umbrella/Excess Liability Insurance with minimum limits of \$10,000,000 each occurrence. Umbrella or Excess Liability coverage shall be no less than following form of primary coverages or broader. This Umbrella/Excess requirement may be met by increasing the primary Commercial General Liability limits to meet the combined limit requirement.

Employee Dishonesty Bond including Third-Party Employee Theft Insurance Coverage will be required in the minimum amount of the grant with the County of Oakland named as an additional insured.

Supplemental Coverages – As Needed

1. **Cyber Liability Insurance** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate shall be required when the Contractor has access to County IT systems and/or stores County data electronically.
2. **Directors & Officers Liability Insurance** with minimum limits of \$5,000,000 per claim.
3. **Commercial Property Insurance.** The Contractor shall be responsible for obtaining and maintaining insurance covering their equipment and personal property against all physical damage.
4. **Other Insurance Coverages** as may be dictated by the provided product/service and deemed appropriate by the County Risk Management Department.

General Insurance Conditions

The aforementioned insurance shall be endorsed, as applicable, and shall contain the following terms, conditions, and/or endorsements. All certificates of insurance shall provide evidence of compliance with all required terms, conditions and/or endorsements.

1. All policies of insurance shall be on a primary, non-contributory basis with any other insurance or self-insurance carried by the County;
2. The insurance company(s) issuing the policy(s) shall have no recourse against the County for subrogation (policy endorsed written waiver), premiums, deductibles, or assessments under any form. All policies shall be endorsed to provide a written waiver of subrogation in favor of the County;
3. Any and all deductibles or self-insured retentions shall be assumed by and be at the sole risk of the Contractor;
4. Contractors shall be responsible for their own property insurance for all equipment and personal property used and/or stored on County property;
5. The Commercial General Liability and Commercial Automobile Liability policies along with any required supplemental coverages shall be endorsed to name the County of Oakland and its officers, directors, employees, appointees and commissioners as additional insured where permitted by law and policy form;
6. If the Contractor's insurance policies have higher limits than the minimum coverage requirements stated in this document the higher limits shall apply and in no way shall limit the overall liability assumed by the Contractor under contract.
7. The Contractor shall require its contractors or sub-contractors, not protected under the Contractor's insurance policies, to procure and maintain insurance with coverages, limits, provisions, and/or clauses equal to those required in this Contract;
8. Certificates of insurance must be provided no less than ten (10) Business Days prior to the County's execution of the Contract and must bear evidence of all required terms, conditions and endorsements; and provide 30 days' notice of cancellation/material change endorsement.

All insurance carriers must be licensed and approved to do business in the State of Michigan along with the Contractor's state of domicile and shall have and maintain a minimum A.M. Best's rating of A- unless otherwise approved by the County Risk Management Department.

AGENDA ITEM: Amendment 2025-1 with People's Express (PEX) for Public Transit Services
DEPARTMENT: Economic Development - Oakland County Transit Division
MEETING: Oakland County Transit Ad Hoc Committee
DATE: Monday, October 28, 2024 11:00 AM - [Click to View Agenda](#)

ITEM SUMMARY SHEET

COMMITTEE REPORT TO BOARD

Resolution #2024-4625

Motion to approve Amendment 2025-1 to the Public Transportation Agreement between Oakland County and People's Express (PEX) with the attached 2025 amended Exhibit A – Scope of Transportation Services, Exhibit B – Budget, and Exhibit G- Veteran's Transportation Agreement; further, authorize an appropriation in an amount not to exceed \$6,600,000 from the Oakland County Public Transportation Millage; further, authorize the Chair of the Board to execute the Amendment of Agreement on behalf of Oakland County; further, amend the FY 2025 budget as reflected in the attached Schedule A – Budget Amendment.

ITEM CATEGORY

Interlocal Agreement

SPONSORED BY

Brendan Johnson

INTRODUCTION AND BACKGROUND

This is a request for the approval of an amendment to the Interlocal Agreement and an appropriation of funds to People's Express (PEX) to provide public transit services for the residents of Oakland County in 2025. The appropriation of funds will be in the amount not to exceed \$6,600,000 from the Oakland County Public Transportation Millage. With the passage of the Oakland County Transportation Millage in 2022, millage funds will be disbursed to PEX to support and improve transportation services for all residents in the County.

During 2023, Oakland County negotiated and approved the three-year Interlocal Agreement with Exhibits to be negotiated on an annual basis. Amendments to the Exhibits for 2025 are:

- Incorporating the Veteran's Transportation Agreement between Oakland County and the Suburban Mobility Authority for Regional Transportation (SMART) with its partner transportation service providers, including WOTA, into PEX's scope of services.
- Requiring PEX to participate in, provide the necessary information for, and commit to implementing the Community Transit Plan being developed by Oakland County's consultant team.
- Establishing "core" service hours during which all of Oakland County's community transit providers operate with the option to provide service earlier or later at the providers' discretion.
- Updating PEX's budget to reflect planned 2025 revenue and expenses and to allocate appropriate funding from the Millage to support.
- Clarifying requirements for vehicle and facility expenditures, including giving Oakland County proper notice, using appropriate planning processes to remain eligible for State and Federal funding, investigating potential alternative funding sources, and paying workers a fair wage.

On final approval, the Board Chair is authorized to amend the Interlocal Agreement on behalf of the

County. The FY 2025 budget shall be amended as reflected in the attached Schedule A – Budget Amendment.

POLICY ANALYSIS

Amendment 2025-1 is effective January 1, 2025. Participating communities are Village of Milford, Milford Township, Commerce Township, Village of Wolverine Lake, City of Wixom, Lyon Township, City of South Lyon, and City of Novi.

Transportation services for the general public will continue to be provided with the priority being given to persons with disabilities, seniors aged 55 and older, veterans, and low-income individuals. PEX shall provide transportation services for veterans according to the Veteran’s Transportation Agreement between the Suburban Mobility Authority for Regional Transportation (SMART) and Oakland County.

APPROVAL HISTORY

Original Agreement	Resolution # 2023-3162 23-130	\$1,056,652.17
Amendment 2024-1	Resolution # 2023-3547 23-160	\$1,987,572
Amendment 2024-2	Resolution # 2024-4130 24-38	\$3,369,537
Amendment 2025-1	Pending	\$6,600,000

BUDGET AMENDMENT REQUIRED: Yes

Committee members can contact Amy Aubry, Analyst at aubrya@oakgov.com or the department contact persons listed for additional information.

CONTACT

Eli Cooper, Manager Transit

ITEM REVIEW TRACKING

Eli Cooper, Economic Development - Oakland County Transit Division	Created/Initiated - 10/16/2024
Amy Aubry, Board of Commissioners	Approved - 10/17/2024
Brent Straub, Fiscal Services	Approved - 10/17/2024
Diana McBroom, Risk Management	Approved - 10/21/2024
Solon Phillips, Corporation Counsel	Approved - 10/21/2024
Sheryl Johnson, Fiscal Services	Approved - 10/22/2024
Amy Aubry, Board of Commissioners	Approved - 10/22/2024
Brendan Johnson, Board of Commissioners	Final Approval - 10/27/2024

AGENDA DEADLINE: 10/18/2024 4:30 PM

ATTACHMENTS

- 1. Schedule A - Budget Amendment - PEX 2025
- 2. 2024-10-16 PEX Contract Amendment
- 3. 2024-10-16 PEX Exhibit A Scope
- 4. 2024-10-16 PEX Exhibit B Budget
- 5. 2024-10-16 PEX Exhibit G Veterans
- 6. 2023OaklandCountyPEXAgreement - signed

COMMITTEE TRACKING

2024-10-28 Oakland Transit - Refer to Economic Development & Infrastructure Committee
2024-11-12 Economic Development & Infrastructure
2024-11-21 Full Board

Motioned by: Commissioner Ajay Raman

Seconded by: Commissioner David Woodward

Yes: David Woodward, Philip Weipert, Brendan Johnson, Ajay Raman (4)

No: None (0)

Abstain: None (0)

Absent: Michael Gingell (1)

Passed

Oakland County, Michigan

ECONOMIC DEVELOPMENT - OAKLAND COUNTY TRANSIT DIVISION - PEX 2025 Agreement

Schedule "A" DETAIL

R/E	Fund Name	Division Name	Fund # (FND)	Cost Center (CCN) #	Account # (RC/SC)	Program # (PRG)	Grant ID (GRN) #	Project ID # (PROJ)	Region (REG)	Budget Fund Affiliate (BFA)	Ledger Account Summary	Account Title	FY 2025 Amendment	FY 2026 Amendment	FY 2027 Amendment
E	Oakland Transit	Transit Services	FND20288	CCN1090802	SC730373	PRG172155					730000	Contracted Services	5,300,000	1,300,000	-
E	Oakland Transit	Transit Services	FND20288	CCN1090802	SC796500	PRG172155					796500	Budgeted Equity Adjustment	(5,300,000)	(1,300,000)	-
												Total Expenditures	\$ -	\$ -	\$ -

AMENDMENT OF INTERLOCAL CONTRACT: CON00010406

AMENDMENT: 2025-1

AMENDMENT DATE: October 16, 2024

This AMENDMENT OF INTERLOCAL CONTRACT (hereafter this "Amendment") is made and entered into by and between the Contractor named and identified below, (hereafter "Contractor") and the COUNTY OF OAKLAND (hereafter "County") whose address is 2100 Pontiac Lake Rd, Waterford, MI 48328.

CONTRACTOR	ADDRESS
People's Express Inc	175 Barker Rd
Vendor Number: 0000040698	Whitmore Lake, MI 48189

The County and Contractor agree and acknowledge that the purpose of this Amendment is to modify as provided herein and otherwise continue the present contractual relationship between the Parties as described in their current contract with the same contract number as above.

In consideration of the extension of the mutual promises, representations, assurances, agreements, and provisions in the Contract and this Amendment, the adequacy of which is hereby acknowledged by the Parties, the County and Contractor hereby agrees to amend the current Contract as follows:

- 1.0 The County and Contractor agree that any and all defined words or phrases in the current Contract between the parties will apply equally to and throughout the amendment.
- 2.0 The Parties agree that any and all other terms and conditions set forth in the current Contract between the Parties shall remain in full force and effect and shall not be modified, excepted, diminished, or otherwise changed or altered by this Amendment except as otherwise expressly provided for in this Amendment.
- 3.0 Description of Change:

Amendment of Scope of Work and Budget to continue and expand services for pre-existing Participating Communities as described in Exhibit A.

In addition to and without limiting any of Contractor's obligations or duties under the Contract, Contractor shall provide County with the Deliverables (goods and/or services) provided in the attached Amended Exhibit A (Scope of Transportation Services) for the values provided therein, which is included

and incorporated into this Amendment. The Parties shall comply with the terms in Amended Exhibit A (Scope of Transportation Services).

In addition to and without limiting any of Contractor's obligations or duties under the Contract, Contractor shall provide County with the Deliverables (goods and/or services) provided in the attached Amended Exhibit B (Budget) for the prices provided therein, which is included and incorporated into this Amendment. The Parties shall comply with the terms in Amended Exhibit B (Budget).

In addition to and without limiting any of Contractor's obligations or duties under the Contract, Contractor shall provide County with the Deliverables (goods and/or services) provided in the attached Amended Exhibit G (Veteran's Transportation) for the prices provided therein, which is included and incorporated into this Amendment. The Parties shall comply with the terms in Amended Exhibit G (Veteran's Transportation).

For and in consideration of the mutual assurances, promises, acknowledgments, warrants, representations, and agreements set forth in the Contract and this Amendment, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned hereby execute this Amendment on behalf of the County, and Contractor and by doing so legally obligate and bind the County and Contractor to the terms and conditions of the Contract and this Amendment.

Authorization and Completion of Agreement. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Amendment of Interlocal Contract. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

IN WITNESS WHEREOF, Doug Anderson, Director, People's Express Inc, hereby acknowledges that she has been authorized by a resolution of the People's Express Inc, a certified copy of which is attached, to execute this Agreement on behalf of Public Body and hereby accepts and binds Public Body to the terms and conditions of this Agreement.

EXECUTED: _____

DATE: _____

Doug Anderson, Director
People's Express Inc

WITNESSED: _____

DATE: _____

People's Express Inc

IN WITNESS WHEREOF, David T. Woodward, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Agreement on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Agreement.

EXECUTED: _____

DATE: _____

David T. Woodward, Chairperson
Oakland County Board of Commissioners

WITNESSED: _____

DATE: _____

Oakland County Board of Commissioners
County of Oakland

EXHIBIT A
AMENDMENT: 2025-1
2025 PEOPLE’S EXPRESS (PEX)
SCOPE OF TRANSPORTATION SERVICES

Scope of Work Summary:

1. 2025 Scope of Services Utilizing Oakland County Millage Funds

- a. In this agreement, the term “Participating Community” is defined to include the Village of Milford, Milford Township, Commerce Township, Village of Wolverine Lake, City of Wixom, Lyon Township, City of South Lyon, and City of Novi.
- b. PEX shall begin the service as set forth in this Exhibit A on January 1, 2025.
- c. PEX shall provide transportation services for residents of the Participating Communities as outlined in Exhibits A and B. Residents of Participating Communities can utilize PEX transportation services within the driving boundaries as shown on the 2025 PEX Service Area Map on page 5 of this Exhibit A.
- d. Transportation services for the general public will continue to be provided with the priority being given to persons with disabilities, seniors aged 55 and older, veterans, and low-income individuals; however, trip fulfillment is at the discretion of PEX, subject to its capacity to accommodate such trips.
- e. PEX shall provide transportation services for veterans according to the Veteran’s Transportation Agreement between the Suburban Mobility Authority for Regional Transportation (SMART) and Oakland County attached as Exhibit G. Rides provided under the Veteran’s Transportation Agreement will be reported to the Oakland County Transit Manager on a monthly basis.

2. Service Guidelines

- a. Observed Holidays include the following: New Year’s Eve, New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas

Eve, and Christmas Day. Trip fulfillment on observed holidays is at the discretion of PEX, subject to its capacity to accommodate such trips.

- b. For consistency across transit providers, weekday service shall be provided during the following core service hours: Monday-Friday from 6:00 a.m. – 9:00 p.m., excluding holidays. PEX may provide service earlier in the morning or later in the evening than these core service hours at its discretion.
- c. For consistency across transit providers, weekend service shall be provided during the following core service hours: Saturdays from 8:00 a.m. – 4:00 p.m. and Sundays from 7:30 a.m. – 3:30 p.m., excluding holidays. PEX may provide service earlier in the morning or later in the evening than these core service hours at its discretion.
- d. Residents may request to be transported outside of PEX's posted service hours and on observed holidays, but trip fulfillment is solely at the discretion of PEX based on its capacity to accommodate such trips.
- e. For consistency across transit providers, customer service and the ride scheduling call center shall be operational during the following core service hours: Monday-Friday from 8:00 a.m. – 4:00 p.m., excluding holidays. PEX may provide customer service and operate the ride scheduling call center earlier in the morning or later in the evening than these core service hours at its discretion.
- f. Riders will schedule trips directly with PEX and advance notice of at least 3 business days is requested. Riders can request rides with less advance notice, but trip fulfillment is at the discretion of PEX based on its capacity to accommodate such trips.

3. Relations of Parties

- a. PEX staff shall attend scheduled meetings with Oakland County Transit Division staff and the other Oakland County transit providers to coordinate on a seamless system of transportation that meets the needs of all Oakland County residents.
- b. PEX will work in a timely manner to address all concerns related to the contracted services presented by the Oakland County Transit Division staff and/or staff/elected officials from Participating Communities.

- c. PEX will work with other Oakland County transit providers to fulfill trip requests when the provider is unable to accommodate them internally, subject to PEX's capacity and software capabilities.
- d. PEX will work towards enabling transfers to and from other Oakland County transit providers, if needed, to fulfill trip requests, with transfer locations and fare payment coordinated with the other transit provider(s). Transfers will be at PEX's discretion and subject to capacity and software capabilities.
- e. PEX will share announcements of new service changes utilizing Transit Millage funding (for example: draft press releases, newsletters, marketing, and communications information) with Oakland County Transit Division staff at least two weeks before release to ensure coordinated communication and will incorporate the Oakland Transit logo as outlined in Exhibit F. Oakland County will also share announcements or information mentioning PEX with PEX at least two weeks before release.
- f. PEX shall participate in, provide the necessary information for, and commit to implementing the Community Transit Plan being developed by Oakland County's consultant team.

4. Service Operations

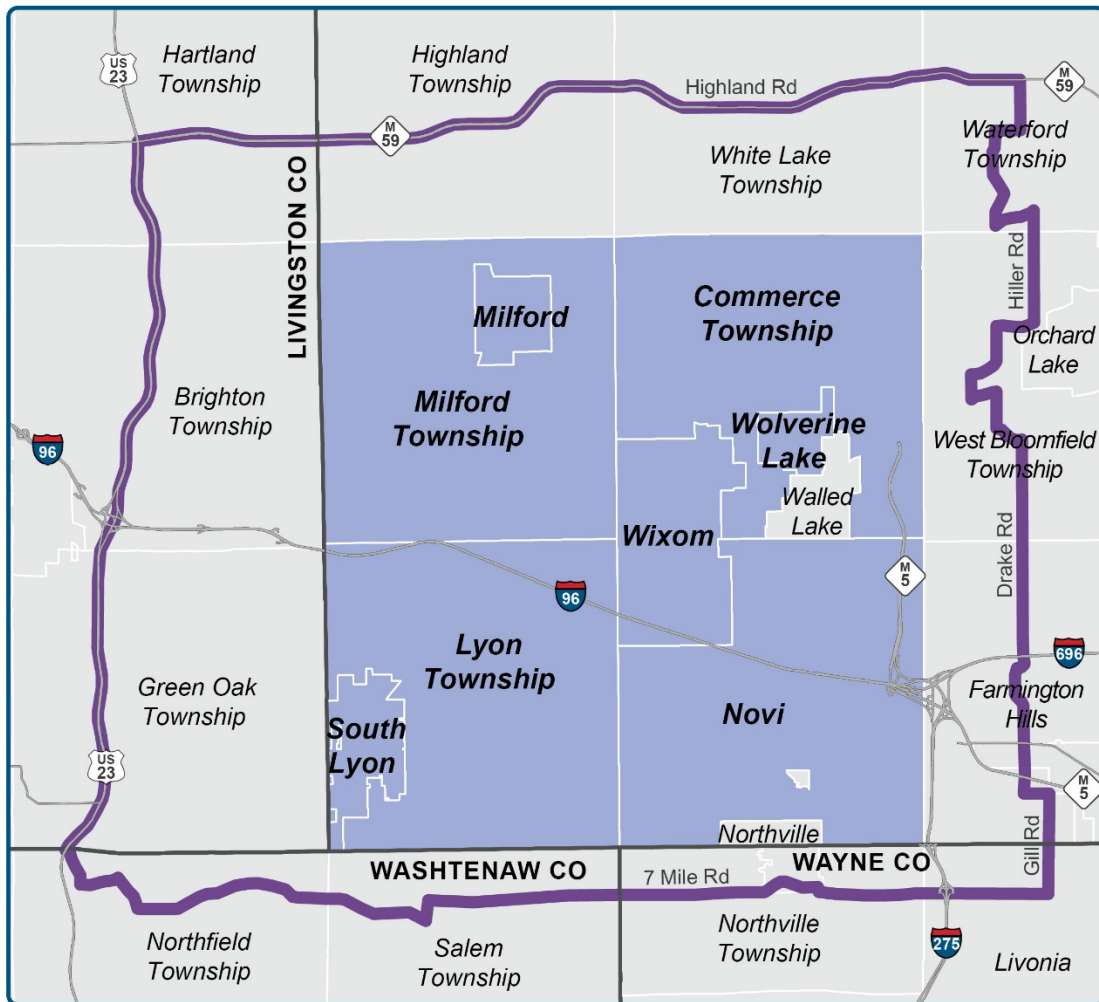
- a. PEX shall be responsible for fueling, cleaning, and all maintenance of vehicles. PEX will always maintain its equipment in good mechanical condition in conformity with all applicable safety regulations and will keep all vans and/or buses in clean condition. PEX vehicles shall be subject to inspection by Oakland County upon reasonable demand.
- b. PEX warrants that it now has, and will continue to have, during the term of this agreement, all necessary licenses, certifications, or other documents required by any federal or state governmental agency which authorize, permit or pertain to the operation of public transportation service. Verification of such licenses shall be presented to Oakland County upon demand.
- c. PEX will utilize drivers for this service who are properly qualified and lawfully licensed for the service provided in the vehicles used and have received training. Criminal background

checks will be performed on all drivers. Drivers will display proper courtesy toward passengers and maintain a neat, clean appearance.

- d. PEX will maintain official logos, markings, or text affixed to the exterior of all revenue service vehicles that include “People’s Express/ PEX” and “Oakland Transit” so users of the service can identify vehicles. Usage of the Oakland Transit logo is outlined in Exhibit F – License for Use of County Servicemark.

2025 PEX SERVICE AREA MAP

• People's Express •



The information provided herewith has been compiled from recorded deeds, plats, tax maps, surveys and other public records. It is not a legally recorded map or survey and is not intended to be used as one. Users should consult the information sources mentioned above when questions arise.






Participating Community Residents living in these communities may utilize transportation services provided by PEX	Driving Boundary PEX provides transportation services to destinations located within the boundary
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09.23.2024

EXHIBIT B
AMENDMENT: 2025-1
2025 PEOPLE'S EXPRESS (PEX)
BUDGET

Oakland County Public Transportation Millage Funds:

Total payment not to exceed \$6,600,000 to maintain current services and expand services as planning substantiates.

1. Terms of Payment for Services:

- a. Payment for the Scope of Work as described in Exhibit A will be as follows: Oakland County will distribute an amount not to exceed \$6,600,000 (Six Million Six Hundred Thousand Dollars) in Public Transportation Millage Funds to PEX for the scope of work that is incorporated into this Agreement as Exhibit A. PEX will receive monthly payments as shown in the Payment Schedule table below. Except as extended, modified, or amended pursuant to Article II, Article III, and/or Article XIV of the Agreement, the Terms of Payment set forth herein shall expire on December 31, 2025.

2. Fee for Transportation Services

The following factors are included in the PEX fee for transportation services and are set forth in Section 9:

- a. Insurance: Insurance coverages to meet the County Contractor Insurance Requirements as described in Exhibit D.
- b. Fuel and Maintenance: Fueling, cleaning, and maintenance of vehicles.
- c. Staff: Hiring and training necessary staff to enhance capacity and deliver quality services.
- d. Vehicle Fleet: Taking delivery of necessary ADA-compliant vehicles to meet projected capacity needs and improve service frequency.

3. Payment Schedule

2025	Operations	Capital
Jan	\$ 433,333.33	\$ 1,400,000.00
Feb	\$ 433,333.33	\$ 0.00
Mar	\$ 433,333.33	\$ 0.00
Apr	\$ 433,333.33	\$ 0.00
May	\$ 433,333.33	\$ 0.00
June	\$ 433,333.33	\$ 0.00
July	\$ 433,333.33	\$ 0.00
Aug	\$ 433,333.33	\$ 0.00
Sept	\$ 433,333.33	\$ 0.00
Oct	\$ 433,333.33	\$ 0.00
Nov	\$ 433,333.33	\$ 0.00
Dec	\$ 433,333.33	\$ 0.00
TOTAL	\$ 5,200,000.00	\$ 1,400,000.00

- a. \$1,400,000 has been allocated for capital expenditures for the purchase of Project Vehicle(s): Six (6) ADA-compliant minivans and ten (10) ADA-compliant transit vans. This shall be paid by Oakland County to PEX in an amount not to exceed \$1,400,000 (One Million Four Hundred Thousand Dollars) within 30 days of Oakland County receiving notice of delivery of each vehicle from PEX.

4. Invoices

- a. Payments by the County, after the Agreement is fully executed, will be made within 30 days of receipt of an invoice from PEX for the amounts listed in Section 3.

5. Fare Collection

- a. PEX shall charge residents of Participating Communities utilizing its service a base fare of \$4.00 per each one-way trip within the driving boundary as shown on the 2025 PEX Service Area Map as incorporated in Exhibit A.
- b. PEX shall charge seniors aged 55 and older, persons with disabilities, and low-income individuals of Participating Communities a discounted fare of \$2.00 per one-way trip

within the driving boundary as shown on the 2025 PEX Service Area Map as incorporated in Exhibit A.

- c. PEX shall not charge veterans any fare for trips within Oakland County pursuant to the Veteran's Transportation Agreement between the Suburban Mobility Authority for Regional Transportation (SMART) and Oakland County attached as Exhibit G.
- d. PEX may, at its sole discretion, provide trips outside the driving boundary as shown on the 2025 PEX Service Area Map incorporated in Exhibit A to residents of Participating Communities at a base fare of \$4.00 per one-way trip plus \$2.50 per mile driven outside the boundary subject to capacity and software capabilities.
- e. PEX may, at its sole discretion, provide trips outside the driving boundary as shown on the 2025 PEX Service Area Map incorporated in Exhibit A for seniors aged 55 and older, persons with disabilities, and low-income individuals of Participating Communities at a discounted fare of \$2.00 per one-way trip plus a discounted rate of \$1.25 per mile driven outside the boundary subject to capacity and software capabilities.
- f. The per mile fee for all one-way out of boundary trips is charged starting at the driving boundary and ending at the destination and vice versa.
- g. Riders will be responsible for fare payment in accordance with PEX's rider guidelines.
- h. Aides or persons assisting either seniors or persons with disabilities will be permitted to ride at no cost.
- i. All fares paid by eligible residents are to be retained by PEX.

6. Vehicle Expenditures

- a. PEX shall notify Oakland County prior to purchasing or committing to the purchase of a vehicle.
- b. PEX shall take delivery of six (6) ADA-compliant minivans and ten (10) ADA-compliant transit vans. These vehicles are hereinafter referred to as "Project Vehicle(s)," to expand and improve service in accordance with the terms and conditions of this Agreement.

- c. The Project Vehicle(s) shall comply with all Federal Contract Clauses including regulations regarding procurement, Buy America, vehicle specifications, safety standards, and bus testing. All federal clauses can be found in the respective contracts on the State Vehicle Contracts and Procurement website at <https://www.michigan.gov/mdot/travel/mobility/pub-transit/state-vehicle-contracts-and-procurement>.
- d. All capital expenditures for the purchase of Project Vehicle(s) shall comply with Section 3(a), above.
- e. PEX agrees to use Project Vehicles for the purposes as stated in Exhibit A, which is incorporated into this Agreement.
- f. PEX agrees to provide all maintenance, repair, and fueling of these vehicles, consistent with its responsibilities in Section 2(b), above.
- g. Prior to delivery of the Project Vehicle(s), PEX shall provide Oakland County with the Make, Model and VIN number(s) of the Project Vehicle(s).
- h. PEX is to notify Oakland County that they have taken possession of the Project Vehicle(s) and provide the date that each Project Vehicle(s) is placed in revenue service.
- i. PEX shall notify Oakland County of any changes, collisions, or significant damage to the Project Vehicle(s).
- j. PEX shall retain title to Project Vehicles. No Project Vehicles shall be disposed of or reassigned without prior written approval by Oakland County.

7. Project Vehicle Disposition

The Parties intend and agree that if Oakland County provides funding for capital expenditures (i.e., vehicles) to PEX and this Agreement is terminated or not renewed before any or all of the purchased vehicles reach the end of their Minimum Useful Life, as defined herein, or if a purchased vehicle is removed from service prior to the end of its Minimum Useful Life, PEX shall reimburse Oakland County for the Remaining Value of any such vehicle(s) in accordance with the following:

- a. For the purpose of this Agreement, the “Minimum Useful Life” of each purchased vehicle shall be determined to be five (5) years, beginning on the date the vehicle is placed into service.
- b. The value of each vehicle shall be depreciated on a straight-line basis according to the time each vehicle has been in service, i.e., twenty percent (20%) depreciation in value for each year the vehicle has been in service, or any fraction thereof. Thus, each vehicle will be fully depreciated five (5) years after it is put into service.
- c. Correspondingly, the Remaining Value of the vehicle shall be the purchase price minus depreciation.
- d. Any insurance proceeds obtained by PEX in connection with a vehicle which is permanently taken from service as a result of collision, fire, or other such casualty shall be applied toward the amount of reimbursement owed to Oakland County. Oakland County will then work with PEX to determine whether a replacement vehicle is to be purchased by Oakland County with transit millage funds.
- e. No vehicle shall be disposed of before the end of its Minimum Useful Life without prior Oakland County approval.
- f. PEX shall maintain financial and operating records for each vehicle for at least seven (7) years from the date of its disposal or permanent removal from service.

8. Facility Expenditures

Expenditures for facilities are subject to:

- a. Advance review and approval by Oakland County.
- b. An appropriate facility planning process that satisfies State and Federal procedures to remain eligible for State and Federal funding.
- c. PEX providing a scope of work to Oakland County.
- d. PEX providing documentation to Oakland County that all potential funding sources and financing methods have been considered and pursued if feasible.
- e. PEX shall require any contractors and sub-contractors who perform any work on PEX facilities to pay all skilled and unskilled tradespersons, mechanics, and laborers, including but not limited to carpenters, electricians, plumbers, cement

masons, workers, helpers, assistants, and apprentices not less than the wages and benefits prevailing in Oakland County, Michigan.

- f. PEX shall comply with Oakland County's Competitive Public Bid Requirements when hiring third parties to complete facility work:
 - i. Requirement for Competitive Bidding: PEX shall not engage any third parties to perform any services without first conducting a competitive public bidding process.
 - ii. Bid Process:
 - 1. PEX shall prepare and issue a Request for Proposals (RFP) for the services to be performed, which shall be publicly advertised to ensure broad competition.
 - 2. The RFP must include a comprehensive description of the services to be performed, selection criteria, and submission deadlines. The advertisement must remain open for a minimum of 30 days to allow adequate time for potential bidders to respond.
 - iii. Selection of Vendor: PEX shall evaluate all bids received based on the criteria outlined in the RFP. The selection of the winning bid shall prioritize quality, cost-effectiveness, and the vendor's qualifications. A written record of the evaluation process and the rationale for selecting the chosen vendor must be maintained.
 - iv. Compliance and Accountability: PEX is responsible for ensuring that all services performed comply with applicable laws and regulations.

9. Budget

Revenues

Fares	\$	190,080
Oakland County Transit Millage	\$	6,600,000
Municipal Credits	\$	175,000
Community Credits	\$	0
MDOT Local Bus Operating Assistance	\$	1,059,600
Grant Revenue	\$	0
Other Revenue: Miscellaneous	\$	0
Revenue Total	\$	8,024,680

Expenses

Salaries and Benefits

Administration Salary	\$	819,155
Dispatch/Drivers Wages	\$	2,832,598
Mechanic/Maintenance Wages	\$	204,925
Grant Payroll Expenses	\$	44,883
Personnel Benefits	\$	420,350
Pension/Retirement Benefits	\$	58,596
Other: Salary Expenses	\$	359,920

Salaries and Benefits Total **\$** 4,740,427

Program Costs

Communication Expenses- Phones, Tablets, Etc.	\$	21,171
Drug and Alcohol Testing	\$	14,828
Fuel - Diesel and Oil	\$	232,881
Grant Program Expenses	\$	3,379
Insurance Expenses	\$	270,163
Maintenance/Repairs	\$	224,410
Program Delivery Cost	\$	264,987
Other: Program Costs	\$	34,540

Program Cost Total **\$** 1,066,359

Building Costs

Building Rent/Lease	\$	68,227
Snow Removal/Landscaping	\$	2,198
Utilities	\$	9,609
Other: Building Operating Expenses	\$	30,270

Building Cost Total **\$** 110,304

Operating Expenses

Advertising/Marketing	\$	18,258
Dispatch Software	\$	88,354
Memberships and Dues	\$	0

Office Supplies	\$	51,657
Professional Development- Training, Education, Travel, Etc.	\$	3,652
Professional Services- Audit, Legal, Website, IT, Other	\$	15,298
Other: Administrative Costs	\$	11,311
Operating Expenses Total	\$	188,530
Contingency		
Contingency	\$	132,494
Contingency Total	\$	132,494
Capital Costs		
Equipment	\$	0
Expansions- Parking Lots, Building, Etc.	\$	0
Office Capital	\$	0
Vehicles	\$	1,400,000
Other: Capital Costs (depreciation)	\$	386,566
Capital Costs Total	\$	1,786,566
Expense Total	\$	8,024,680

- a. Any changes to line-item budget allocations requested by PEX shall be made in writing, directed to the Oakland County Transit Manager, and shall specify the nature of the change requested, the reason for the proposed change and whether or not the requested change will result in an increase in the overall total budget amount. The Transit Manager shall then have sole discretion to grant or deny the change, in whole or in part, consistent with the authority that the Transit Manager has been given by the Oakland County Board of Commissioners (BOC).
- b. Other than as provided in the above subsection (a), the Parties acknowledge that in accordance with subsection 14.1 of the Agreement (“Amendments”), the commitment or disbursement of Public Transportation Millage funds by Transit Provider for items not specifically budgeted above, or payment by Transit Provider of an amount in an excess of the budgeted amount for a particular line item as addressed under subsection 3.4 of the Agreement (“Not to Exceed”) are not permissible under this Agreement without a duly approved and executed amendment to the Agreement. No services shall be commenced, and no costs or obligations incurred, including, but not limited to, real property

transactions or capital expenditures not presently budgeted, unless appropriate approval has been obtained from the County.

EXHIBIT G

AMENDMENT: 2025-1

2025 PEOPLE'S EXPRESS (PEX)

VETERAN'S TRANSPORTATION AGREEMENT

Veteran's Transportation Agreement: Scope of Services

The Scope of Services to be provided by the Suburban Mobility Authority for Regional Transportation (SMART) to Oakland County pursuant to an Interlocal Agreement for the utilization of grant funds by Oakland County received from the Michigan Veteran's Affairs Agency County Veteran's Service Fund (CVSF) for the purpose of providing origin to destination transportation for veterans (and widows of veterans) and a needed PCA (other riders must pay their applicable fare) is set forth as follows:

1. Subject to availability, origin to destination transportation services shall be provided (5) days per week, Monday through Friday, to any location in Oakland County. ADA eligible rides will be provided based on ADA guidelines.
2. Subject to availability, the hours of service to be provided shall accommodate arrivals by 8:00 a.m. and departures up to 6:30 p.m., ADA eligible trips are based on the ADA guidelines.
3. The services shall be available throughout all of Oakland County. SMART may partner with other transportation service providers as needed in order to achieve full geographic coverage of Oakland County. SMART and its partners will utilize a shared ride system to provide the origin to destination transportation.
4. The cost per ride to be paid by Oakland County from the grant funds or county funding shall be the applicable fare per provider. Transfer trips will be charged as individual trips to the grant. Each trip will be charged independently.
5. SMART shall provide ADA compliant vehicles when needed or requested.
6. SMART shall provide a dedicated program phone number and email address to allow all customers full access to the program.
7. SMART shall provide Oakland County an itemized, per ride invoice every 30 days; Oakland County shall reimburse SMART from program funds within 30 days of receiving the invoice. SMART will reimburse partner transportation service providers within 30 days of receiving program funds from Oakland County.
8. The duration of the pilot program shall be from October 1, 2024, through September 30, 2025.
9. This Scope of Services may be amended in writing by mutual consent of the parties. Any such amendments shall be incorporated by reference into the Interlocal Agreement, and shall be subject to the terms of the Interlocal Agreement.

For: SMART

For: Oakland County

Dated: _____

PUBLIC TRANSPORTATION AGREEMENT**BETWEEN****PEOPLE'S EXPRESS INC.****AND****OAKLAND COUNTY**

THIS PUBLIC TRANSPORTATION AGREEMENT ("Agreement") is made this _____ day of August, 2023, by and between People's Express Inc., 175 Barker Road, Whitmore Lake, Michigan 48189, a Michigan non-profit corporation organized under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, ("PEX"), and Oakland County, (the "County"), 1200 N. Telegraph, Pontiac, Michigan 48341, a Municipal and Constitutional Corporation, operating under Act 139 of 1973 (referred to collectively as the "Parties"). The term of this Agreement is set forth in the Term of Agreement section, being Article VII, Sec. 18.8, below. As expressed in Article 2.2 below, the Parties anticipate that this Agreement will represent an ongoing partnership between the Parties, who will work collaboratively and in good faith to effectuate the expansion and efficiency of Transportation Services for the benefit of Oakland County communities and businesses.

WHEREAS, Oakland County recognizes a growing need to provide safe, affordable and reliable public transportation for workers to reach jobs, patients to access health care, students to connect to colleges and universities and for seniors, the disabled and the general public to have more transportation options; and

WHEREAS, Oakland County has historically been actively engaged in the support of public transportation, having two members on the SMART Board of Directors; and

WHEREAS, on November 8, 2022, Oakland County put forth a Transportation Millage for the purpose of funding public transportation services in Oakland County, including operating, maintaining, improving and expanding transit services; creating and expanding new fixed routes for bus service connecting local communities; expanding transportation services for seniors,

veterans and people with disabilities; and providing transportation to get employees to jobs, patients to healthcare, students to colleges and universities and for other related purposes authorized by law; and

WHEREAS, on November 8, 2022, the citizens of Oakland County approved a millage for the above purpose to be levied at a maximum rate of .95 mills for a period of 10 years beginning in 2022 and ending in 2031; and

WHEREAS, it is anticipated that the millage from the ballot proposal will generate \$66,163,000 in the first year; and

WHEREAS, the principal providers of public transportation services in Oakland County are Suburban Mobility Authority for Regional Transportation (SMART), Western Oakland Transportation Authority (WOTA), North Oakland Transportation Authority (NOTA) the Rochester Hills-Oakland-Rochester Older Persons' Commission (OPC) and People's Express Inc. (PEX); and

WHEREAS, PEX desires to provide certain public transportation services to the County as described more particularly in this Agreement and the exhibits/attachments hereto ("Transportation Services"); and

WHEREAS, the County and PEX wish to enter into an agreement to provide transportation services in furtherance of the goals and objectives of the November 8, 2022 Transportation Millage; and

WHEREAS, as consideration for the Transportation Services, the County, through its Board of Commissioners, will make payments to PEX as described more particularly in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

ARTICLE I

DEFINITIONS

1.1 “Communities” mean cities, villages, townships, or other political subdivisions located within Oakland County

1.2 “County” shall mean Oakland County.

1.3 “Exhibits” to this Agreement, as referenced herein and as made a part of this Agreement shall be as follows:

Exhibit A, Scope of Transportation Services (“Service Plan”)

Exhibit B, PEX Terms of Payment

Exhibit C, Performance Report Template

Exhibit D, Insurance

Exhibit E, Sample Municipal Credit Agreement

1.4 “PEX Budget” means the proposed financial budget of PEX for each fiscal year for the provision of Transportation Services, included in the term of this Agreement for the PEX service area.

1.5 “Transportation Services” means the transportation services to be provided under this Agreement by PEX in Oakland County as set forth in Exhibit A, as amended.

ARTICLE II

TRANSPORTATION SERVICES

2.1 PEX shall undertake and provide the Transportation Services as set forth in the Service Plan attached as Exhibit (A) in accordance with this Agreement and all applicable Federal, State and local laws as they may from time to time be amended.

2.2 During the term of this Agreement, the Parties will work collaboratively and in good faith to effectuate the expansion of Transportation Services to include a larger geographical service area, a broader array of Transportation Services, increase in hours of operation and/or an increase in ridership. The Parties shall meet at agreed upon intervals to review and revise the scope of Transportation Services, budget and payment, and any agreed upon changes shall be set forth in amendments to Exhibits A and B. PEX shall be responsible for the administration and

management of Transportation Services.

2.3 No other material changes to the Service Plan may be made by PEX without the written consent of the County.

ARTICLE III

PAYMENT

3.1 The County shall pay PEX for the provision of Transportation Services in accordance with the terms and conditions of this Agreement.

3.2 PEX shall be paid by the County according to the terms and in the manner described in Exhibit B, as may be amended in accordance with Section 2.2, above.

3.3 Payments shall be subject to a final reconciliation by the Parties, which reconciliation may result in an additional payment or credit adjustment.

3.4 The amounts owing to PEX under this Agreement shall not in any event be in excess of any "not to exceed" amount established by the Agreement or corresponding Board of Commissioner Resolution without prior approval from the County.

ARTICLE IV

PERFORMANCE REPORT

4.1 PEX, at its expense, shall provide the County with a quarterly Performance Audit and Report of PEX's operations (Exhibit C). If requested by the County, PEX shall provide verification of information contained in the Performance Audit and Report to the County or other third party selected by the County.

4.2 PEX shall submit the Performance Report to the County within ten (10) days after the end of the calendar year.

ARTICLE V

AUDITED FINANCIAL STATEMENTS

5.1 PEX shall provide the County with PEX's unaudited quarterly financial statements, within thirty (30) days after the end of each fiscal quarter, and the audited annual financial statements within one hundred eighty (180) days after the end of the fiscal year

prepared in accordance with generally accepted accounting principles ("GAAP") by PEX's auditor (the "Financial Statements"). The Financial Statements shall indicate variances between actual and budgeted amounts for the quarter at the Financial Statement level. The County reserves the right to conduct further, independent audits of the expenditure of revenue from the Transportation Millage consistent with the oversight responsibilities of the Oakland County Board of Commissioners as established by the November 8, 2022 ballot language.

ARTICLE VI

PERFORMANCE OF THE TRANSPORTATION SERVICES

6.1 PEX shall commence, carry on, and complete the Transportation Services in a sound, economical and efficient manner, and in compliance with the Service Plan, including administration and management of the Transportation Services.

6.2 Except as expressly set forth in this Agreement, nothing in this Agreement shall subject the County to any obligations or liabilities of PEX, its contractors or subcontractors, or any other person not a party to this Agreement and therefore, no third-party beneficiaries are created by this agreement, in connection with the performance of any Transportation Services.

ARTICLE VII

RECORD KEEPING, AUDITS, INSPECTION, REPORTS, EVALUATION AND COOPERATION

7.1 Financial records, supporting documentation, statistical records, and all other records pertinent to the Transportation Services shall be retained by PEX for a period of at least seven (7) years and be made readily available to authorized representatives of the County for the duration of the Agreement.

7.2 PEX shall provide a periodic summary to the County of available grant opportunities it becomes aware of and shall seek input and support from the County, as practicable, for any grants that could impact the Transportation Services, but which are otherwise not available to PEX alone. In addition to and as practicable, PEX shall cooperate and provide input as needed by the County with respect to any grants available to it. PEX shall provide periodic updates to the County with respect to the marketing and advertising of the

Transportation Services. The Parties shall cooperate in elevating the quality, accessibility and level of the Transportation Services and their equitable distribution and access to riders. The Parties shall meet at least annually to discuss strategic goals and plans for the following year, to correct deficiencies in performance if found to exist, and to advance the goals and principles set forth in this Agreement, including but not limited to maximizing service and equitable inclusion.

ARTICLE VIII

INSURANCE

8.1 PEX shall purchase and maintain, during the term of this Agreement between the Parties, the types and amounts of insurance required by Exhibit (D). The contractual liability insurance as applicable to PEX's obligations herein, shall be specifically endorsed to include coverage for the indemnity provision required and described in Article IX.

ARTICLE IX

INDEMNIFICATION

9.1 To the extent permitted by law, PEX shall hold the County harmless, defend and indemnify the County, and each of its elected officials, Board of Commissioners, appointed officials, agents, employees, representatives, attorneys and volunteers from and against any and all losses, expenses, damages (including loss of use), demands and claims, and shall defend any suit or action, whether at law or in equity, brought against them or any one or more of them based on any alleged injury (including death), or damages relating to or arising out of any act or omission of PEX, its officers, employees, agents, contractors, subcontractors and licensees, during the performance of this Agreement or in connection with the provision of Transportation Services, including but not limited to claims made against the County by any third party, and shall pay all damages, judgments, costs, and expenses, including attorney's fees, in connection with any demands and claims resulting therefrom. The County shall in no event be liable for any consequential, incidental, indirect, remote, speculative, punitive, exemplary, liquidated, treble, or special damages, including but not limited to loss of profit, opportunity, use, revenue, data or

goodwill, whether based in whole or in part in contract, tort, equity, strict liability, under statute or any other theory of liability, regardless of whether such damages were foreseeable or contemplated and even if the County was advised or aware of the possibility of such damages. The obligations under this Article IX shall survive the completion of the Transportation Services required to be performed hereunder by PEX and any end to this Agreement. Nothing herein is intended to diminish or waive any governmental immunity of PEX under the law.

ARTICLE X

NON -COLLUSION

10.1 PEX warrants that it has not paid and agrees not to pay any bonus, commission, fee, or gratuity for the purpose of obtaining any approval pursuant to this Agreement. No PEX officer or employee, or board member shall be permitted to any share or part of this Agreement or to any material benefit arising therefrom.

ARTICLE XI

SIGNS AND IDENTIFICATION

11.1 Neither Party may identify the other Party on any vehicles, buildings, stations, equipment and other items used or acquired by them in connection with the Transportation Services without the prior written consent of the other Party.

ARTICLE XII

SEVERABILITY

12.1 If any provision of this Agreement is held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would continue to conform to the purposes, terms, and requirements of applicable law.

ARTICLE XIII**ASSIGNMENT AND AGREEMENT**

13.1 This Agreement shall not be assigned, transferred, conveyed, sublet or otherwise disposed of without the prior written consent of PEX and the County, through its Board of Commissioners.

ARTICLE XIV**AMENDMENT**

14.1 The Parties agree that no modification of this Agreement, or any Exhibits or Attachments hereto, shall be of any force or effect unless such amendment is dated, reduced to writing, executed by both Parties, and attached to and made a part of this Agreement. No services shall be commenced, and no costs or obligations incurred in consequence of any amendment to this Agreement, or any attachments made hereto unless and until such amendment has been executed and made a part of this Agreement.

ARTICLE XV**TITLES**

15.1 The Parties agree that the titles of the articles and paragraphs of this Agreement are inserted for convenience of identification only and shall not be considered for any other purpose.

ARTICLE XVI**ENTIRE AGREEMENT**

16.1 The Parties agree that this Agreement, the Exhibits attached hereto, and documents referred to herein constitute the entire Agreement between the Parties hereto, that there are no agreements or understandings, implied or expressed, except as specifically set forth or incorporated by reference in the Agreement and that all prior arrangements and understandings in this connection are merged into and contained in this Agreement.

ARTICLE XVII**APPLICABLE LAW**

17.1 This Agreement shall be governed, interpreted and enforced by the laws of the State of Michigan, excluding Michigan's conflict of laws principles. Any action brought to enforce, interpret or decide any provision of this agreement or any claim arising under this Agreement shall be brought in the Sixth Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the Court. Except as otherwise required by law, venue is proper in the Courts set forth above.

ARTICLE XVIII**MISCELLANEOUS**

18.1 **Discrimination.** PEX, and its subcontractors under this Agreement, shall not discriminate against an employee or an applicant for employment in hiring, any terms or conditions of employment or matters related to employment regardless of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, genetic information, height, weight, disability, veteran status, familial status, marital status or any other reason that is unrelated to the person's ability to perform the duties of a particular job or position, in accordance with applicable Federal and State laws.

18.2 **Flow Down.** Any assignment, delegation or subcontract by PEX must include a requirement that the assignee, designee, or subcontractor will comply with the terms and conditions of this Agreement. The assignment, delegation or subcontract shall in no way diminish or impair performance of any term or condition of this Agreement.

18.3 **Survival of Terms and Conditions.** The following terms and conditions shall survive and continue in full force beyond the termination or cancellation of this Agreement (or any part thereof) until the terms and conditions are fully satisfied or expire by their nature: **Article 1**, Definitions; **Article 2**, Transportation Services; **Article 3**, Payment; **Article 7**, Audits; **Article 8**, Insurance; **Article 9**, Indemnification; **Article 17**, Applicable Law; **Article 18**,

Miscellaneous.

18.4 **Reservation of Rights.** This Agreement does not, and is not intended to impair, divest, delegate or contravene any constitutional, statutory, or other legal right, privilege, power, obligation, duty or immunity of the County or PEX.

18.5 **Waiver.** Waiver of any term or condition of this Agreement must be in writing and notice given pursuant to the Agreement. No written waiver, in one or more instances, shall be deemed or construed as a continuing waiver of any term or condition of this Agreement. No waiver by either Party shall subsequently affect its right to require a strict performance of this Agreement.

18.6 **Cumulative Remedies.** Either Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.

18.7 **Dispute Resolution.** The Parties agree to use all commercially reasonable efforts to resolve issues that arise in connection with the implementation, interpretation, enforcement, performance or nonperformance of any aspect of this Agreement. A Party seeking resolution of a dispute under this subsection shall first identify the nature of the dispute, in writing, and present it to the other Party's Contract Administrator who shall respond within ten (10) business days. If the respective Contract Administrators are unable to resolve the dispute through good faith consultation and negotiation, each party shall then appoint an additional senior executive to assist the Contract Administrators with resolution. If the matter has not reached a mutually acceptable resolution within 30 days of it first being presented to the Contract Administrators, either party may seek resolution through any other legal process up to and including litigation. This subsection shall not apply to a situation in which immediate action is necessary to preserve life or property.

18.8 **Term.** This Agreement shall begin on the Effective Date and end on the Expiration Date. The "Effective Date" shall be the date the Agreement is signed by the last Party to execute the Agreement. The "Expiration Date" shall be 11:59.59 on December 31, 2025. Unless otherwise provided herein, the Parties are under no obligation to renew or extend this

Agreement after the Expiration Date. This Agreement may only be extended by written amendment.

18.9 **Notice.** All notices required under this contract shall be in writing. Notices shall be effective: a) the next business day, if personally delivered; b) the third business day, if sent by U.S. mail, postage prepaid, return receipt requested; c) the next business day, if sent by a nationally recognized express courier with a reliable tracking system; or d) the next business day with a written response or receipt of confirmation, if sent by e-mail or fax. In each case Notice shall be sent to:

To:

For People's Express Inc.:
Doug Anderson, Director
PO Box 505
Whitmore Lake, MI 48189

For Oakland County:
Eli Cooper
Transit Division Manager
2100 Pontiac Lake Rd, Bldg. 41W
Waterford, MI 48328

With a copy sent to:

Solon Phillips
Corporation Counsel
1200 N. Telegraph Rd, Bldg. 14E
Pontiac, MI 48341

Authorization and Completion of Agreement. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

IN WITNESS WHEREOF, Doug Anderson, Director, People's Express Inc., hereby acknowledges that he has been authorized by People's Express Inc. to execute this Agreement on behalf of People's Express Inc. and hereby accepts and binds People's Express Inc. to the terms and conditions of this Agreement.

EXECUTED: *Douglas Anderson*
Douglas Anderson (Aug 8, 2023 10:18 EDT)

Doug Anderson, Director
People's Express Inc.

DATE: Aug 8, 2023

WITNESSED: *Eveliina Taylor*
Eveliina Taylor (Aug 8, 2023 10:19 EDT)

People's Express Inc.

DATE: Aug 8, 2023

IN WITNESS WHEREOF, David T. Woodward, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Agreement on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Agreement.

EXECUTED: *David T. Woodward*
David T. Woodward (Aug 8, 2023 11:13 EDT)

David T. Woodward, Chairperson
Oakland County Board of Commissioners

DATE: Aug 8, 2023

WITNESSED: *John Hingelbow*

Oakland County Board of Commissioners
County of Oakland

DATE: Aug 8, 2023

EXHIBIT A
2023 PEOPLE'S EXPRESS INC.
SCOPE OF TRANSPORTATION SERVICES

Scope of Work Summary:

Current Services

People's Express Inc. (PEX) is a registered 501 (c)(3) non-profit that has been providing transportation services in Southeast Michigan since 2007. The service area began in Northfield Township and has expanded over the years to include the City of Detroit and portions of Washtenaw, Livingston, and Oakland counties. Currently, there is a fleet of 40 vehicles and a staff of 42 full time and 27 part time employees that provide administration, dispatch, and vehicle operation for the entire PEX service area. Specific to Oakland County, PEX has existing individual contracts with Milford Township/Village of Milford, Commerce Township/Village of Wolverine Lake, City of Wixom, Lyon Township, and the City of South Lyon. Each community contract outlines a unique driving boundary and differing terms of payment. PEX accommodates trips to non-emergency medical appointments, work, shopping, banking, civic events, entertainment venues and social activities. In 2022, PEX provided 14,976 rides for residents in participating Oakland County communities and operated Monday through Friday from 9:00 a.m. – 5:00 p.m.

1. 2023 Scope of Services Utilizing Oakland County Millage Funds

- a. In this agreement, the term "Participating Community" is defined to include the Village of Milford, Milford Township, Commerce Township, Village of Wolverine Lake, City of Wixom, Lyon Township, and City of South Lyon.
- b. PEX shall begin the service as set forth in this Exhibit A within 30 days of the fully executed agreement.
- c. PEX agrees to terminate all contractual obligations with Participating Communities prior to the start of invoicing Oakland County for service as outlined in this Exhibit A.

- d. PEX shall provide transportation services for residents of the Participating Communities as outlined in Exhibit B.
- e. Trips will be made available based upon mutually acceptable schedule and fares with the priority being given to seniors aged 55 and older, low-income individuals, persons with disabilities, and Veterans.
- f. Services will be curb-to-curb; however, door-to-door service will be provided for people with a mobility device and in need of assistance. PEX will not assist clients with mobility devices up or down stairs; clients must have a ramp to and from the house. Vehicles will be parked at the curb and the driver will assist the client up and down the driveway.
- g. Riders that require assistance while the driver is operating a vehicle must have an aide in order to ride with PEX. Riders who have signs of dementia or memory loss must have an aide as well. Aides ride fare-free.

2. Service Guidelines

- a. Observed Holidays include the following: New Year's Eve, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve and Christmas Day.
- b. Weekday service hours shall be expanded to Monday-Friday from 6:00 a.m. – 9:00 p.m., excluding holidays.
- c. Weekend service hours shall be expanded to Saturday from 6:00 a.m. – 5:00 p.m. and Sunday from 9:00 a.m. – 5:00 p.m., excluding holidays.
- d. Residents in need of transportation for emergency situations may request trips outside of PEX's posted service hours and on observed holidays, but trip fulfillment is at the discretion of PEX based on its capacity to accommodate such trips.
- e. Customer service and ride scheduling call center hours shall be Monday-Friday from 8:00 a.m. – 7:00 p.m., excluding holidays.

- f. Riders will schedule trips directly with PEX and an advance notice of 3 business days is required. Riders can request rides with less advance notice, but trip fulfillment is at the discretion of PEX based on its capacity to accommodate such trips.

3. Relations of Parties

- a. PEX shall meet quarterly, or as deemed necessary, with Oakland County Transit Division staff and staff/elected officials from Participating Communities. Regular meetings will be organized by the Oakland County Transit Division.
- b. PEX will work in a timely manner to address all concerns related to the contracted services presented by the Oakland County Transit Division staff and/or staff/elected officials from Participating Communities.
- c. PEX will collaborate with other transportation providers, Oakland County, and local communities to identify expanded geographic service areas and transfer stops to offer eligible riders expanded seamless service to other areas of the county.

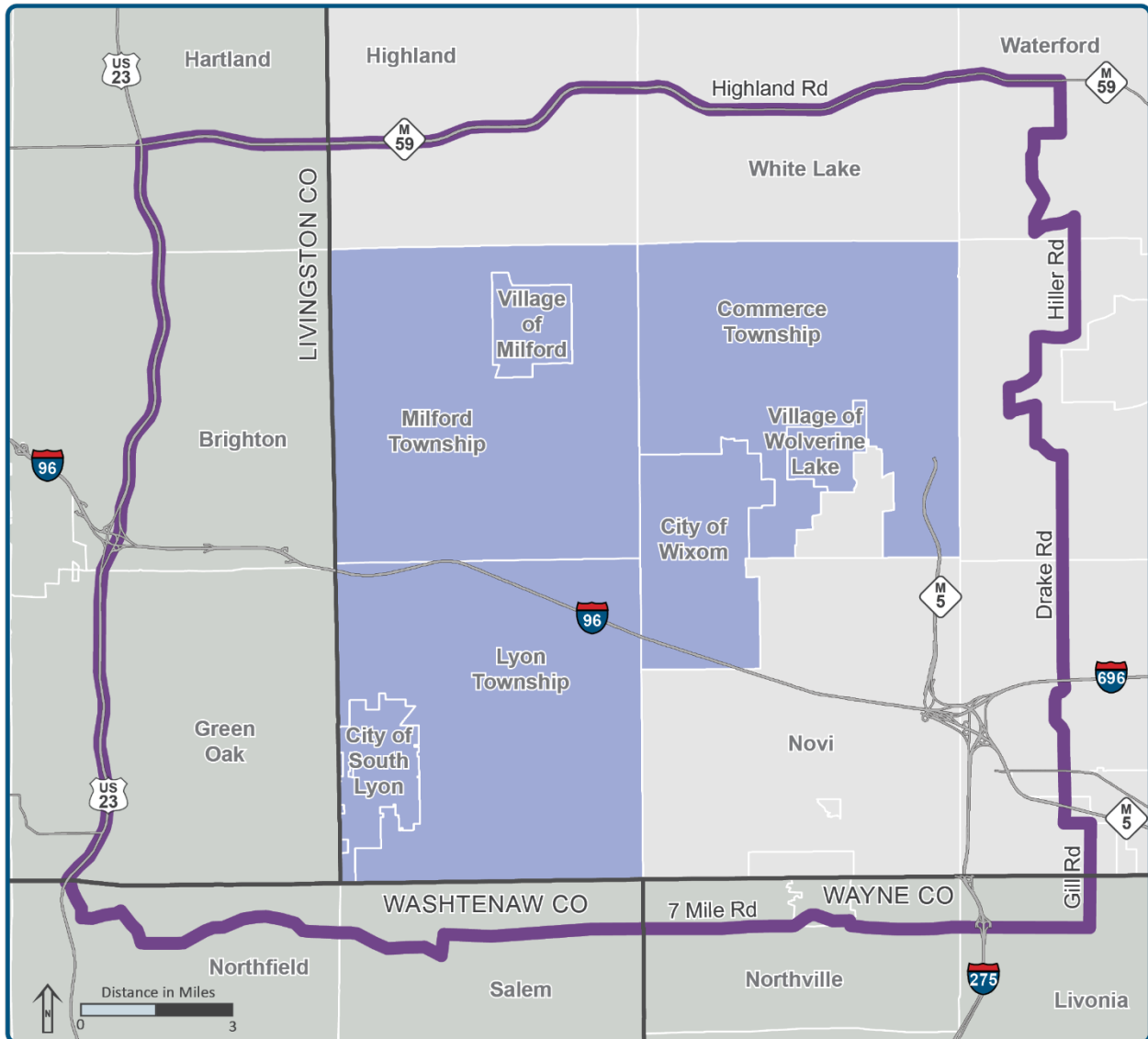
4. Service Operations

- a. PEX will always maintain its equipment in good mechanical condition in conformity with all applicable safety regulations and will keep all vans and/or buses in clean condition, and vehicles shall be subject to inspection by Oakland County upon reasonable demand.
- b. PEX warrants that it now has, and will continue to have, during the term of this agreement, all necessary licenses, certifications, or other documents required by any federal or state governmental agency which authorize, permit or pertain to the operation of public transportation service. Verification of such licenses shall be presented to Oakland County upon demand.
- c. PEX will utilize drivers for this service who are properly qualified and lawfully licensed for the service provided in the vehicles used and have received training. Criminal background checks will be performed on all drivers. Drivers will display proper courtesy toward passengers and maintain a neat, clean appearance.

- d. PEX will maintain upon its vehicles appropriate signage or markings so that "People's Express" may be identified by users of the service. PEX will abide by the policies and statements set forth in this agreement.

2023 PEX SERVICE AREA MAP

• People's Express Inc. •



The information provided herewith has been compiled from recorded deeds, plats, tax maps, surveys and other public records. It is not a legally recorded map or survey and is not intended to be used as one. Users should consult the information sources mentioned above when questions arise.



Service Community
Qualifying residents living in Milford, Commerce, Lyon, Wolverine Lake, South Lyon, and Wixom may utilize transportation services provided by PEX

Driving Boundary
PEX provides transportation services for qualifying residents to eligible destinations located within the driving boundary 7.5.2023

EXHIBIT B
2023 PEOPLE'S EXPRESS INC.
TERMS OF PAYMENT

Oakland County Public Transportation Millage Funds:

Total payment not to exceed \$1,056,652.17 to Expand Current Services plus Remove Existing Individual Participating Community Service Boundaries.

1. Terms of Payment for Services:

Payment for the Scope of Work as described in Exhibit A will be as follows: Oakland County will distribute an amount not to exceed \$1,056,652.17 (One Million Fifty-six Thousand Six Hundred Fifty Two Dollars and Seventeen Cents) in Public Transportation Millage Funds to People's Express Inc. (PEX) for the scope of work that is incorporated into this Agreement as Exhibit A. PEX will receive monthly payments as shown in the Payment Schedule table below. Except as extended, modified or amended pursuant to Article II and/or Article III of the Agreement, the Terms of Payment set forth herein shall expire on December 31, 2023.

2. Fee for Transportation Services

The following factors are included in the PEX monthly fee for transportation services:

- a. Insurance: Increase insurance coverages to meet the County Contractor Insurance Requirements as described in Exhibit D.
- b. Operations: PEX anticipates an overall increase in operational costs due to expanding the service area driving boundary, anticipated increase in the overall distance of one-way trips, and projected increase in ridership.
- c. Fuel and Maintenance: PEX shall be responsible for fueling, cleaning and all maintenance of vehicles. Vehicles shall be maintained consistent with appropriate industry safety standards.
- d. Fares: Adjust the discounted fare for transportation disadvantaged individuals to \$2.00 per one-way trip within the driving boundary to be consistent with other local

transportation providers in the county. In addition, PEX is also offering a \$4.00 fare per one-way trip within the driving boundary to the general public.

- e. Staff: Hire and train additional staff to enhance capacity and deliver quality services. This includes increasing the number of on-road safety officers, safety supervisors, and shift supervisors. PEX projects an increase in its total wage expenditures.
- f. Hours of Operation: Extend hours of service on weekdays to start three hours earlier in the morning and four hours later in the evenings (Monday-Friday from 6:00 a.m. – 9:00 p.m.) to be consistent with the other local providers. PEX is also extending Saturday hours to offer an additional three hours in the morning and introducing Sunday hours (Saturday from 6:00 a.m. – 5:00 p.m. and Sunday from 9:00 a.m. – 5:00 p.m.).
- g. Customer Service: Extend customer service hours for the PEX call center to take calls and book trips two hours earlier in the morning during the weekdays (Monday-Friday from 8:00 a.m. – 7:00 p.m.) to be consistent with the other local providers.
- h. Vehicle Fleet: Take delivery of eight additional ADA compliant Transit vans to expand the vehicle fleet to meet projected capacity needs and improve service frequency.
- i. Collaboration: Work with other local transportation providers and the County Transit Division to attend regular coordination meetings and explore ways to increase connectivity, expand geographic service areas, and provide seamless service for riders from one provider to another.

3. Payment Schedule

2023	Operations Transportation Service	Capital Expenditures (Lump Sum)	Municipal Credit (Sept-Dec Credit)	Credit for Other Operating Funds As Applicable
Oct*	\$ 89,000.00	\$ -	\$ -	\$ -
Nov	\$ 89,000.00	\$ -	\$ -	\$ -
Dec	\$ 89,000.00	\$ -	\$ -	\$ -
Jan**	\$ 89,000.00	\$ 735,704.00	\$ (35,051.83)	\$ -
TOTAL	\$ 356,000.00	\$ 735,704.00	\$ (35,051.83)	\$ -

* This payment is for services provided in September 2023 and assumes that the Agreement is fully ratified and executed in September 2023.

** This payment is adjusted to credit the County for four months of Municipal Credit reimbursements to PEX from SMART. Assumes total annual Municipal Credit amount of \$105,155.50 from all Participating Communities.

4. Invoices

- The first payment by the County, after the Agreement is fully executed, will be made within 30 days of receipt of an invoice from PEX for the amount listed in the Payment Schedule.
- Thereafter, PEX shall submit an invoice for payment on or before the fifth day of each month, with the County making payment no later than 30 days after receipt of an invoice from PEX.
- The monthly PEX invoice shall include information regarding the number of riders; whether riders are seniors, persons with disabilities, low income, Veteran, or general public; purpose of the ride (medical, work, or shopping); and the dates rides were provided. Such information shall also be provided to the County upon request.

4. Municipal Credits

The Suburban Mobility Authority for Regional Transportation (SMART) contracts with cities, villages and townships to provide Municipal Credit funds, which are made available to it by

the Michigan Legislature pursuant to Michigan Public Act 51 of 1951.

- a. All available Municipal Credit funds for Participating Communities shall be identified on the "SMART Municipal Credit and Community Credit Contract" as "Services Purchased from Subcontractor" and shall name "People's Express" as the Subcontractor, pursuant to an agreement to be entered into with the local communities involved. A sample "Municipal Credit Agreement" document for that purpose, to be executed by the local communities, is attached as Exhibit E.
- b. PEX hereby agrees to comply with all SMART Municipal Credit Program requirements, register with SMART in order to be reimbursed for applicable Participating Community Municipal Credits, and submit required documentation to SMART which may include invoices, ridership information, and proof of payment.
- c. Municipal Credits shall be shown as revenue for PEX and be credited quarterly on invoices to Oakland County.
- d. PEX agrees to credit the Oakland County invoices quarterly for Municipal Credits beginning 30 days after the first disbursement from SMART which is on or about January 2024.

5. Other Operating Funding Assistance

- a. PEX agrees to collaborate with the County and other transit providers to seek additional funding sources and leverage Public Transportation Millage funds. Other funding sources may include, but are not limited to:
 - i. Local Bus Operating (LBO): This is an operating assistance program to provide funds for transportation services in both urbanized and rural areas. State program funds may be used for operating and administrative assistance. LBO funds are distributed to eligible public transit agencies according to Act 51.
 - ii. 5310 - Enhanced Mobility of Seniors and Individuals with Disabilities: This federal funding program aims to improve mobility for seniors and individuals with disabilities by removing barriers to transportation service and expanding transportation mobility options.

- iii. 5311 - Formula Grants for Rural Areas: This federal funding program provides capital, planning, and operating assistance to support public transportation in rural areas with populations less than 50,000, where many residents often rely on public transit to reach their destinations.
- b. PEX agrees to credit the Oakland County invoices for any Other Operating Funding Assistance it receives for the portion of funds used in Oakland County.

6. Fare Collection from the Public

- a. PEX shall charge residents of Participating Communities utilizing its service \$4.00 per each one-way trip within the driving boundary as shown on the 2023 PEX Service Area Map as incorporated in Exhibit A.
- b. PEX shall charge seniors aged 55 and older, persons with disabilities, low-income individuals, and Veterans of Participating Communities a discounted fare of \$2.00 per one-way trip within the driving boundary as shown on the 2023 PEX Service Area Map as incorporated in Exhibit A.
- c. PEX will provide trips outside the driving boundary as shown on the 2023 PEX Service Area Map incorporated in Exhibit A to residents of Participating Communities at a fare of \$4.00 per one-way trip plus \$2.50 per mile driven outside the boundary.
- d. PEX will provide trips outside the driving boundary as shown on the 2023 PEX Service Area Map incorporated in Exhibit A for seniors aged 55 and older, persons with disabilities, low-income individuals, and Veterans of Participating Communities at a discounted fare of \$2.00 per one-way trip plus a discounted rate of \$1.25 per mile driven outside the boundary.
- e. The per mile fee for all one-way out of boundary trips is charged starting at the driving boundary and ending at the destination and vice versa.
- f. Fares for rides will be the sole responsibility of the rider and will be paid at the time of the ride.
- g. Aides or persons assisting either seniors or persons with disabilities will be permitted to ride at no cost.

- h. All fares paid by eligible residents are to be retained by PEX.

7. Capital Expenditures

- a. PEX shall take delivery of eight (8) additional ADA compliant vehicles, hereinafter referred to as "Project Vehicle(s)," from a State of Michigan approved vendor to expand and improve service in accordance with the terms and conditions of this Agreement.
- b. Vehicles are anticipated to be delivered within six (6) months of PEX placing the order. All capital expenditures for the purchase of the Project Vehicle(s) shall be paid by Oakland County to PEX in a lump sum in an amount not to exceed \$735,704.00 (Seven Hundred Thirty-Five Thousand Seven Hundred and Four Dollars) within 30 days of Oakland County receiving notice of delivery from PEX.
- c. PEX agrees to use Project Vehicles for the purposes as stated in Exhibit A, which is incorporated into this Agreement.
- d. PEX agrees to provide all maintenance and repair of these vehicles, consistent with its responsibilities in Section 2(c), above.
- e. Prior to delivery of the Project Vehicle(s), PEX shall provide Oakland County with the Make, Model and VIN number(s) of the Project Vehicle(s).
- f. PEX is to notify Oakland County that they have taken possession of the Project Vehicle(s) and provide the date that each Project Vehicle(s) is placed in revenue service.
- g. PEX shall notify Oakland County of any changes, collisions or significant damage to the Project Vehicle(s).
- h. PEX shall retain title to Project Vehicles. No Project Vehicles shall be disposed of or reassigned without prior written approval by Oakland County.

8. Project Vehicle Disposition

The Parties intend and agree that if Oakland County provides funding for capital expenditures (i.e., vehicles) to PEX and this Agreement is terminated or not renewed before any or all of the purchased vehicles reach the end of their Minimum Useful Life, as defined herein, or if a

purchased vehicle is removed from service prior to the end of its Minimum Useful Life, PEX shall reimburse Oakland County for the Remaining Value of any such vehicle(s) in accordance with the following:

- a. For the purpose of this Agreement, the "Minimum Useful Life" of each purchased vehicle shall be determined to be five (5) years, beginning on the date the vehicle is placed into service.
- b. The value of each vehicle shall be depreciated on a straight-line basis according to the time each vehicle has been in service, i.e., twenty percent (20%) depreciation in value for each year the vehicle has been in service, or any fraction thereof. Thus, each vehicle will be fully depreciated five (5) years after it is put into service.
- c. Correspondingly, the Remaining Value of the vehicle shall be the purchase price minus depreciation.
- d. Any insurance proceeds obtained by PEX in connection with a vehicle which is permanently taken from service as a result of collision, fire, or other such casualty shall be applied toward the amount of reimbursement owed to Oakland County. Oakland County will then work with PEX to determine whether a replacement vehicle is to be purchased by Oakland County with transit millage funds.
- e. No vehicle shall be disposed of before the end of its Minimum Useful Life without prior Oakland County approval.
- f. PEX shall maintain financial and operating records for each vehicle for at least seven (7) years from the date of its disposal or permanent removal from service.

EXHIBIT C

2023 PEOPLE'S EXPRESS INC.

PERFORMANCE REPORT TEMPLATE

Provider Name	
Date	
City	
State	
ZIP Code	
Phone Number	

Contact Name	
Contact Title	
Contact Email	
Submitter Name	
Submitter Title	
Submitter Email	
Date Submitted	

Expenses					
Code	Description	Operations	Maintenance	General Admin	Total
501	Labor				
50101	Operator's Salaries and Wages				
50102	Other Salaries and Wages				
50103	Dispatchers Salaries and Wages				
502	Fringe Benefits				
50200	Other Fringe Benefits				
50210	DC Pension				
50220	DB Pension				
503	Services				
50302	Advertising Fees				
50305	Audit Cost				
50399	Other Services				
Comments:					
504	Materials and Supplies				
50401	Fuels and Lubricants				
50402	Tires and Lubes				
50499	Other Materials and Supplies				
Comments:					
505	Utilities				
50500	Utilities				
506	Insurance				
50603	Liability Insurance				
50699	Other Insurance				
Comments:					
508	Purchased Trans Service				
50800	Purchased Trans Service				
509	Misc. Expenses				
50902	Travel, Meetings, and Training				
50903	Association Dues and Subscriptions				
50999	Other Misc. Expenses				
Comments:					
511	Interest Expense				
51101	Interest Expense				
512	Insurance				
51200	Operating Leases and Rentals				
513	Depreciation				
51300	Depreciation				

Additional Expenses

Code	Description	Operations	Maintenance	General Admin	Total

Revenue

Code	Description	Revenue
401	Farebox Revenue	
40100	Passenger Fares	
406	Auxillary Trans Revenues	
40610	Concessions	
40615	Advertising	
40699	Other Auxillary Trans Revenues	
407	NonTrans Revenues	
40710	Sales of Maintenance Services	
40799	Other NonTrans Revenues	
408	Local Revenue	
40800	Taxes Levied Directly for/by	
40910	Local Revenue	
40999	Community Credits	
Comments:		
411	State Formula and Contracts	
41101	State Formula Operating	
41110	Municipal Credit	
41199	Other State Contracts and	
413	Federal Contracts	
41301	Federal Section 5311	
41399	Other Federal Contracts and	
414	Other Revenue	
41400	Interest Income	

Additional Revenue

Code	Description	Total

Statistics

Public Service

Code	Description	Weekday	Saturday	Sunday	Total
610	Vehicle Hours				
611	Vehicle Miles				
615	Passengers - Regular				
616	Passengers - Elderly				
617	Passengers - Persons w/ Disabilities				
618	Passengers - Elderly Persons w/ Disabilities				
622	Total Demand - Response Passengers				
625	Days Operated				

Vehicle Information

Description	Quantity
SMART Vehicles	
Non SMART Vehicles w/ Lifts	
Non SMART Vehicles w/o Lifts	
Comments:	
Total Vehicles	

Miscellaneous Information

Description	Quantity
Diesel Gallons Consumed	
Gasoline Gallons Consumed	
Total Transit Agency Employees	
Total Revenue Vehicles Operators	
Number of Accidents	
Comments:	
Number of Fatal Accidents	

EXHIBIT D

2023 PEOPLE'S EXPRESS INC.

CONTRACTOR INSURANCE REQUIREMENTS

During this Contract, the Contractor shall provide and maintain, at their own expense, all insurance as set forth and marked below, protecting the County against any Claims, as defined in this Contract. The insurance shall be written for not less than any minimum coverage herein specified. Limits of insurance required in no way limit the liability of the Contractor.

Primary Coverages

Commercial General Liability Occurrence Form including: (a) Premises and Operations; (b) Products and Completed Operations (including On and Off Premises Coverage); (c) Personal and Advertising Injury; (d) Broad Form Property Damage; (e) Broad Form Contractual including coverage for obligations assumed in this Contract;

\$1,000,000 – Each Occurrence Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products & Completed Operations Aggregate Limit

\$2,000,000 – General Aggregate Limit

\$ 100,000 – Damage to Premises Rented to You (formally known as Fire Legal Liability)

Workers' Compensation Insurance with limits statutorily required by any applicable Federal or State Law and Employers Liability insurance with limits of no less than \$500,000 each accident, \$500,000 disease each employee, and \$500,000 disease policy limit.

1. ☐ Fully Insured or State approved self-insurer.
2. ☐ Sole Proprietors must submit a signed Sole Proprietor form.
3. ☐ Exempt entities, Partnerships, LLC, etc., must submit a State of Michigan form WC-337 Certificate of Exemption.

Public Transportation Commercial Automobile Liability Insurance covering bodily injury or

property damage arising out of the use of any owned, hired, or non-owned automobile with a combined single limit of \$5,000,000 each accident. This requirement is waived if there are no company owned, hired or non-owned automobiles utilized in the performance of this Contract.

Commercial Umbrella/Excess Liability Insurance with minimum limits of \$10,000,000 each occurrence. Umbrella or Excess Liability coverage shall be no less than following form of primary coverages or broader. This Umbrella/Excess requirement may be met by increasing the primary Commercial General Liability limits to meet the combined limit requirement.

Employee Dishonesty Bond including Third-Party Employee Theft Insurance Coverage will be required in the minimum amount of the grant with the County of Oakland named as an additional insured.

Supplemental Coverages – As Needed

1. **Cyber Liability Insurance** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate shall be required when the Contractor has access to County IT systems and/or stores County data electronically.
2. **Directors & Officers Liability Insurance** with minimum limits of \$5,000,000 per claim.
3. **Commercial Property Insurance.** The Contractor shall be responsible for obtaining and maintaining insurance covering their equipment and personal property against all physical damage.
4. **Other Insurance Coverages** as may be dictated by the provided product/service and deemed appropriate by the County Risk Management Department.

General Insurance Conditions

The aforementioned insurance shall be endorsed, as applicable, and shall contain the following terms, conditions, and/or endorsements. All certificates of insurance shall provide evidence of compliance with all required terms, conditions and/or endorsements.

1. All policies of insurance shall be on a primary, non-contributory basis with any other insurance or self-insurance carried by the County;
2. The insurance company(s) issuing the policy(s) shall have no recourse against the County for subrogation (policy endorsed written waiver), premiums, deductibles, or assessments under any form. All policies shall be endorsed to provide a written waiver of subrogation in favor of the County;
3. Any and all deductibles or self-insured retentions shall be assumed by and be at the sole risk of the Contractor;
4. Contractors shall be responsible for their own property insurance for all equipment and personal property used and/or stored on County property;
5. The Commercial General Liability and Commercial Automobile Liability policies along with any required supplemental coverages shall be endorsed to name the County of Oakland and its officers, directors, employees, appointees and commissioners as additional insured where permitted by law and policy form;
6. If the Contractor's insurance policies have higher limits than the minimum coverage requirements stated in this document the higher limits shall apply and in no way shall limit the overall liability assumed by the Contractor under contract.
7. The Contractor shall require its contractors or sub-contractors, not protected under the Contractor's insurance policies, to procure and maintain insurance with coverages, limits, provisions, and/or clauses equal to those required in this Contract;
8. Certificates of insurance must be provided no less than ten (10) Business Days prior to the County's execution of the Contract and must bear evidence of all required terms, conditions and endorsements; and provide 30 days' notice of cancellation/material change endorsement.

All insurance carriers must be licensed and approved to do business in the State of Michigan along with the Contractor's state of domicile and shall have and maintain a minimum A.M. Best's rating of A- unless otherwise approved by the County Risk Management Department.

EXHIBIT E**SAMPLE MUNICIPAL CREDIT AGREEMENT BETWEEN****OAKLAND COUNTY, MI AND****ENTER PUBLIC BODY NAME**

This Municipal Credit Agreement ("Agreement") is between Oakland County ("County"), a Municipal and Constitutional Corporation, 1200 North Telegraph Road, Pontiac, Michigan 48341, and [Enter Public Body Name] ("Public Body") [Enter Public Body Address]. County and Public Body may be referred to individually as a "Party" and jointly as "Parties".

PURPOSE OF AGREEMENT.

WHEREAS voters passed the Oakland County Public Transportation Millage in 2022 to be levied at a maximum rate of .95 mills (95 cents per \$1,000 in taxable value) for a period of 10 years extending through 2031 which replaces the local Oakland County Public Transportation Authority millage; and

WHEREAS an estimated \$66,163,000 will be collected in Fiscal Year 2023 that has been allocated towards supporting and expanding countywide public transportation services; and

WHEREAS millage funds will be disbursed to support current public transportation services in Oakland County, to create and extend new routes to connect local communities, increase hours of operation and frequency of service, to fund related capital improvements, and improve transit opportunities for transportation disadvantaged individuals; and

WHEREAS Oakland County is contracting directly with People's Express Inc. to provide enhanced public transportation services in southwest Oakland County in the communities of Village of Milford, Milford Township, Commerce Township, Village of Wolverine Lake, City of Wixom, Lyon Township, and City of South Lyon; and

WHEREAS the Suburban Mobility Authority for Regional Transportation (SMART) contracts with cities, villages and townships to provide Municipal Credit funds for eligible transportation expenses, which are made available to it by the Michigan Legislature pursuant to Michigan Public Act 51 of 1951.

WHEREAS pursuant to Exhibit B of the Agreement with People's Express Inc., it is the understanding and intent that each Public Body serviced by People's Express Inc. will elect to transfer its Municipal Credits in whole to People's Express Inc. to be directed toward provision of transportation services to that Public Body and to help defray a portion of the payment by Oakland County to People's Express Inc. for those services.

WHEREAS County and Public Body enter into this Agreement pursuant to the Urban Cooperation Act of 1967, 1967 Public Act 7, MCL 124.501 et seq., for the purpose of County distributing a portion of its Public Transportation Millage funds to provide public transportation services for residents of the Public Body.

NOW THEREFORE in light of the mutual promises, obligations, representations, and other valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree to the following:

1. Public Body Assurances/Responsibilities.

- 1.1.** Public Body shall dedicate all available Municipal Credit funds as identified on the "SMART Municipal Credit and Community Credit Contract" as "Services Purchased from Subcontractor" and name "People's Express Inc." as the Subcontractor for each year of the life of the People's Express contract with Oakland County. Oakland County shall have the authority to seek enforcement of this agreement in accordance with all remedies provided by law.

2. Notice.

- 2.1.** All notices required under this contract shall be in writing. Notices shall be effective:
- a) the next business day, if personally delivered; b) the third business day, if sent by U.S. mail, postage prepaid, return receipt requested; c) the next business day, if sent by a nationally recognized express courier with a reliable tracking system; or d) the next business day with a written response or receipt of confirmation, if sent by e-mail or fax. In each case Notice shall be sent to:

For Public Body:
XXX

For Oakland County:
Eli Cooper
Transit Division Manager
2100 Pontiac Lake Rd, Bldg. 41W
Waterford, MI 48328

With a copy sent to:

Solon Phillips
Corporation Counsel
1200 N. Telegraph Rd, Bldg. 14E
Pontiac, MI 48341

Authorization and Completion of Agreement. The Parties have taken all actions and secured all approvals and authorizations necessary to execute this Agreement. The persons signing this Agreement on behalf of each Party represent that they have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

IN WITNESS WHEREOF, NAME, TITLE, PUBLIC BODY, hereby acknowledges that he/she has been authorized by a resolution of the PUBLIC BODY, a certified copy of which is attached, to execute this Agreement on behalf of Public Body and hereby accepts and binds Public Body to the terms and conditions of this Agreement.

EXECUTED: _____
NAME, TITLE
PUBLIC BODY

DATE: _____

WITNESSED: _____
PUBLIC BODY

DATE: _____

IN WITNESS WHEREOF, David T. Woodward, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Agreement on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Agreement.

EXECUTED: _____
David T. Woodward, Chairperson
Oakland County Board of Commissioners

DATE: _____

WITNESSED: _____
Oakland County Board of Commissioners
County of Oakland

DATE: _____

AGENDA ITEM: Amendment 2025-1 with Rochester Hills-Oakland-Rochester Older Persons' Commission (OPC) for Public Transit Services

DEPARTMENT: Economic Development - Oakland County Transit Division

MEETING: Oakland County Transit Ad Hoc Committee

DATE: Monday, October 28, 2024 11:00 AM - [Click to View Agenda](#)

ITEM SUMMARY SHEET

COMMITTEE REPORT TO BOARD

Resolution #2024-4630

Motion to approve Amendment 2025-1 to the Public Transportation Agreement between Oakland County and Rochester Hills-Oakland-Rochester Older Persons' Commission (OPC) with the attached 2025 amended Exhibit A – Scope of Transportation Services, Exhibit B – Budget, and Exhibit F- Veteran's Transportation Agreement; further, authorize an appropriation in an amount not to exceed \$2,695,005 from the Oakland County Public Transportation Millage; further, authorize the Chair of the Board to execute the Amendment of Agreement on behalf of Oakland County; further, amend the FY 2025 budget as reflected in the attached Schedule A – Budget Amendment.

ITEM CATEGORY

Interlocal Agreement

SPONSORED BY

Brendan Johnson

INTRODUCTION AND BACKGROUND

This is a request for the approval of an amendment to the Interlocal Agreement and an appropriation of funds to Rochester Hills-Oakland-Rochester Older Persons' Commission (OPC) to provide public transit services for the residents of Oakland County in 2025. The appropriation of funds will be in the amount not to exceed \$2,695,005 from the Oakland County Public Transportation Millage. With the passage of the Oakland County Transportation Millage in 2022, millage funds will be disbursed to OPC to support and improve transportation services for all residents in the County.

During 2023, Oakland County negotiated and approved the three-year Interlocal Agreement with Exhibits to be negotiated on an annual basis. Amendments to the Exhibits for 2025 are:

- Incorporating the Veteran's Transportation Agreement between Oakland County and the Suburban Mobility Authority for Regional Transportation (SMART) with its partner transportation service providers, including OPC into OPC's scope of services.
- Requiring OPC to participate in, provide the necessary information for, and commit to implementing the Community Transit Plan being developed by Oakland County's consultant team.
- Establishing "core" service hours during which all of Oakland County's community transit providers operate with the option to provide service earlier or later at the providers' discretion.
- Updating OPC's budget to reflect planned 2025 revenue and expenses and to allocate appropriate funding from the Millage to support.
- Clarifying requirements for vehicle and facility expenditures, including giving Oakland County proper notice, using appropriate planning processes to remain eligible for State and Federal funding, investigating potential alternative funding sources, and paying workers a fair wage.

On final approval, the Board Chair is authorized to amend the Interlocal Agreement on behalf of the County. The FY 2025 budget shall be amended as reflected in the attached Schedule A – Budget Amendment.

POLICY ANALYSIS

Amendment 2025-1 is effective January 1, 2025. Participating communities are Oakland Township and the Cities of Rochester and Rochester Hills.

Transportation services for the general public will continue to be provided with the priority being given to persons with disabilities, seniors aged 55 and older, veterans, and low-income individuals. OPC shall provide transportation services for veterans according to the Veteran's Transportation Agreement between the Suburban Mobility Authority for Regional Transportation (SMART) and Oakland County.

APPROVAL HISTORY

Original Agreement	Resolution # 2023-2588 23-23	\$1,928,600
Amendment 2024-1	Resolution # 2023-3546 23-159	\$2,627,800
Amendment 2025-1	Pending	\$2,695,005

BUDGET AMENDMENT REQUIRED: Yes

Committee members can contact Amy Aubry, Analyst at aubrya@oakgov.com or the department contact persons listed for additional information.

CONTACT

Eli Cooper, Manager Transit

ITEM REVIEW TRACKING

Eli Cooper, Economic Development - Oakland County Transit Division	Created/Initiated - 10/17/2024
Amy Aubry, Board of Commissioners	Approved - 10/17/2024
Brent Straub, Fiscal Services	Approved - 10/17/2024
Diana McBroom, Risk Management	Approved - 10/21/2024
Solon Phillips, Corporation Counsel	Approved - 10/21/2024
Sheryl Johnson, Fiscal Services	Approved - 10/22/2024
Amy Aubry, Board of Commissioners	Approved - 10/22/2024
Brendan Johnson, Board of Commissioners	Final Approval - 10/27/2024

AGENDA DEADLINE: 10/18/2024 4:30 PM

ATTACHMENTS

1. Schedule A - Budget Amendment - OPC 2025
2. 2024-10-17 DRAFT OPC Contract Amendment
3. 2024-10-17 OPC Exhibit A Scope
4. 2024-10-17 OPC Exhibit B Budget
5. 2024-10-17 OPC Exhibit F Veterans
6. OPCExecutedAgreement2023

COMMITTEE TRACKING

2024-10-28 Oakland Transit - Refer to Economic Development & Infrastructure Committee
2024-11-12 Economic Development & Infrastructure
2024-11-21 Full Board

Motioned by: Commissioner Brendan Johnson

Seconded by: Commissioner David Woodward

Yes: David Woodward, Philip Weipert, Brendan Johnson, Ajay Raman (4)

No: None (0)

Abstain: None (0)

Absent: Michael Gingell (1)

Passed

Oakland County, Michigan

ECONOMIC DEVELOPMENT - OAKLAND COUNTY TRANSIT DIVISION - OPC 2025 Agreement

Schedule "A" DETAIL

R/E	Fund Name	Division Name	Fund # (FND)	Cost Center (CCN) #	Account # (RC/SC)	Program # (PRG)	Grant ID (GRN) #	Project ID # (PROJ)	Region (REG)	Budget Fund Affiliate (BFA)	Ledger Account Summary	Account Title	FY 2025 Amendment	FY 2026 Amendment	FY 2027 Amendment
E	Oakland Transit	Transit Services	FND20288	CCN1090802	SC730373	PRG172155					730000	Contracted Services	2,170,728	524,277	-
E	Oakland Transit	Transit Services	FND20288	CCN1090802	SC796500	PRG172155					796500	Budgeted Equity Adjustment	(2,170,728)	(524,277)	-
												Total Expenditures	\$ -	\$ -	\$ -

AMENDMENT OF INTERLOCAL CONTRACT: CON00010158

AMENDMENT: 2025-1

AMENDMENT DATE: October 17, 2024

This AMENDMENT OF INTERLOCAL CONTRACT (hereafter this "Amendment") is made and entered into by and between the Contractor named and identified below, (hereafter "Contractor") and the COUNTY OF OAKLAND (hereafter "County") whose address is 2100 Pontiac Lake Rd, Waterford, MI 48328.

CONTRACTOR	ADDRESS
Rochester Hills-Oakland-Rochester Older Persons' Commission	650 Letica Drive Rochester, MI 48307
Vendor Number: 0000028879	

The County and Contractor agree and acknowledge that the purpose of this Amendment is to modify as provided herein and otherwise continue the present contractual relationship between the Parties as described in their current contract with the same contract number as above.

In consideration of the extension of the mutual promises, representations, assurances, agreements, and provisions in the Contract and this Amendment, the adequacy of which is hereby acknowledged by the Parties, the County and Contractor hereby agrees to amend the current Contract as follows:

- 1.0 The County and Contractor agree that any and all defined words or phrases in the current Contract between the parties will apply equally to and throughout the amendment.
- 2.0 The Parties agree that any and all other terms and conditions set forth in the current Contract between the Parties shall remain in full force and effect and shall not be modified, excepted, diminished, or otherwise changed or altered by this Amendment except as otherwise expressly provided for in this Amendment.

3.0 Description of Change:

Amendment of Scope of Work and Budget to continue and expand services for pre-existing Participating Communities as described in Exhibit A.

In addition to and without limiting any of Contractor's obligations or duties under the Contract, Contractor shall provide County with the Deliverables (goods and/or services) provided in the attached

Amended Exhibit A (Scope of Transportation Services) for the values provided therein, which is included and incorporated into this Amendment. The Parties shall comply with the terms in Amended Exhibit A (Scope of Transportation Services).

In addition to and without limiting any of Contractor's obligations or duties under the Contract, Contractor shall provide County with the Deliverables (goods and/or services) provided in the attached Amended Exhibit B (Budget) for the prices provided therein, which is included and incorporated into this Amendment. The Parties shall comply with the terms in Amended Exhibit B (Budget).

In addition to and without limiting any of Contractor's obligations or duties under the Contract, Contractor shall provide County with the Deliverables (goods and/or services) provided in the attached Amended Exhibit F (Veteran's Transportation Agreement) for the prices provided therein, which is included and incorporated into this Amendment. The Parties shall comply with the terms in Amended Exhibit F (Veteran's Transportation Agreement).

For and in consideration of the mutual assurances, promises, acknowledgments, warrants, representations, and agreements set forth in the Contract and this Amendment, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned hereby execute this Amendment on behalf of the County, and Contractor and by doing so legally obligate and bind the County and Contractor to the terms and conditions of the Contract and this Amendment.

Authorization and Completion of Agreement. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Amendment of Interlocal Contract. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

IN WITNESS WHEREOF, Renee Cortright, Executive Director, Rochester Hills-Oakland-Rochester Older Persons' Commission, hereby acknowledges that she has been authorized by a resolution of the Rochester Hills-Oakland-Rochester Older Persons' Commission, a certified copy of which is attached, to execute this Agreement on behalf of Public Body and hereby accepts and binds Public Body to the terms and conditions of this Agreement.

EXECUTED: _____ DATE: _____
Renee Cortright, Executive Director
Rochester Hills-Oakland-Rochester Older Persons' Commission

WITNESSED: _____ DATE: _____
Rochester Hills-Oakland-Rochester Older Persons' Commission

IN WITNESS WHEREOF, David T. Woodward, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Agreement on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Agreement.

EXECUTED: _____ DATE: _____
David T. Woodward, Chairperson
Oakland County Board of Commissioners

WITNESSED: _____ DATE: _____
Oakland County Board of Commissioners
County of Oakland

EXHIBIT A

AMENDMENT: 2025-1

**2025 ROCHESTER HILLS-OAKLAND-ROCHESTER OLDER PERSONS' COMMISSION (OPC)
SCOPE OF TRANSPORTATION SERVICES**

Scope of Work Summary:

1. 2025 Scope of Services Utilizing Oakland County Millage Funds

- a. In this agreement, the term "Participating Community" is defined to include Oakland Township and the Cities of Rochester and Rochester Hills.
- b. OPC shall begin the service as set forth in this Exhibit A on January 1, 2025.
- c. OPC shall provide transportation services for residents of the Participating Communities as outlined in Exhibits A and B. Residents of Participating Communities can utilize OPC transportation services as shown on the 2025 OPC Service Area Map on page 5 of this Exhibit A.
- d. Transportation services for the general public will continue to be provided with the priority being given to persons with disabilities, seniors aged 55 and older, veterans, and low-income individuals; however, trip fulfillment is at the discretion of OPC, subject to its capacity to accommodate such trips.
- e. OPC shall provide transportation services for veterans according to the Veteran's Transportation Agreement between the Suburban Mobility Authority for Regional Transportation (SMART) and Oakland County attached as Exhibit F. Rides provided under the Veteran's Transportation Agreement will be reported to the Oakland County Transit Manager on a monthly basis.

2. Service Guidelines

- a. Observed Holidays include the following: New Year's Eve, New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after

Thanksgiving, Christmas Eve, and Christmas Day. Trip fulfillment on observed holidays is at the discretion of OPC, subject to its capacity to accommodate such trips.

- b. For consistency across transit providers, weekday service shall be provided during the following core service hours: Monday-Friday from 6:00 a.m. – 9:00 p.m., excluding holidays. OPC may provide service earlier in the morning or later in the evening than these core service hours at its discretion.
- c. For consistency across transit providers, weekend service shall be provided during the following core service hours: Saturdays from 8:00 a.m. – 4:00 p.m. and Sundays from 7:30 a.m. – 3:30 p.m., excluding holidays. OPC may provide service earlier in the morning or later in the evening than these core service hours at its discretion.
- d. Residents may request to be transported outside of OPC's posted service hours and on observed holidays, but trip fulfillment is solely at the discretion of OPC based on its capacity to accommodate such trips.
- e. For consistency across transit providers, customer service and the ride scheduling call center shall be operational during the following core service hours: Monday-Friday from 8:00 a.m. – 4:00 p.m., excluding holidays. OPC may provide customer service and operate the ride scheduling call center earlier in the morning or later in the evening than these core service hours at its discretion.
- f. Riders will schedule trips directly with OPC and advance notice of at least 3 business days is requested. Riders can request rides with less advance notice, but trip fulfillment is at the discretion of OPC based on its capacity to accommodate such trips.

3. Relations of Parties

- a. OPC staff shall attend scheduled meetings with Oakland County Transit Division staff and the other Oakland County transit providers to coordinate on a seamless system of transportation that meets the needs of all Oakland County residents.
- b. OPC will work in a timely manner to address all concerns related to the contracted services presented by the Oakland County Transit Division staff and/or staff/elected officials from Participating Communities.

- c. OPC will work with other Oakland County transit providers to fulfill trip requests when the provider is unable to accommodate them internally, subject to OPC's capacity and software capabilities.
- d. OPC will work towards enabling transfers to and from other Oakland County transit providers, if needed, to fulfill trip requests, with transfer locations and fare payment coordinated with the other transit provider(s). Transfers will be at OPC's discretion and subject to capacity and software capabilities.
- e. OPC will share announcements of new service changes utilizing Transit Millage funding (for example: draft press releases, newsletters, marketing, and communications information) with Oakland County Transit Division staff at least two weeks before release to ensure coordinated communication and will incorporate the Oakland Transit logo as outlined in Exhibit E. Oakland County will also share announcements or information mentioning OPC with OPC at least two weeks before release.
- f. OPC shall participate in, provide the necessary information for, and commit to implementing the Community Transit Plan being developed by Oakland County's consultant team.

4. Service Operations

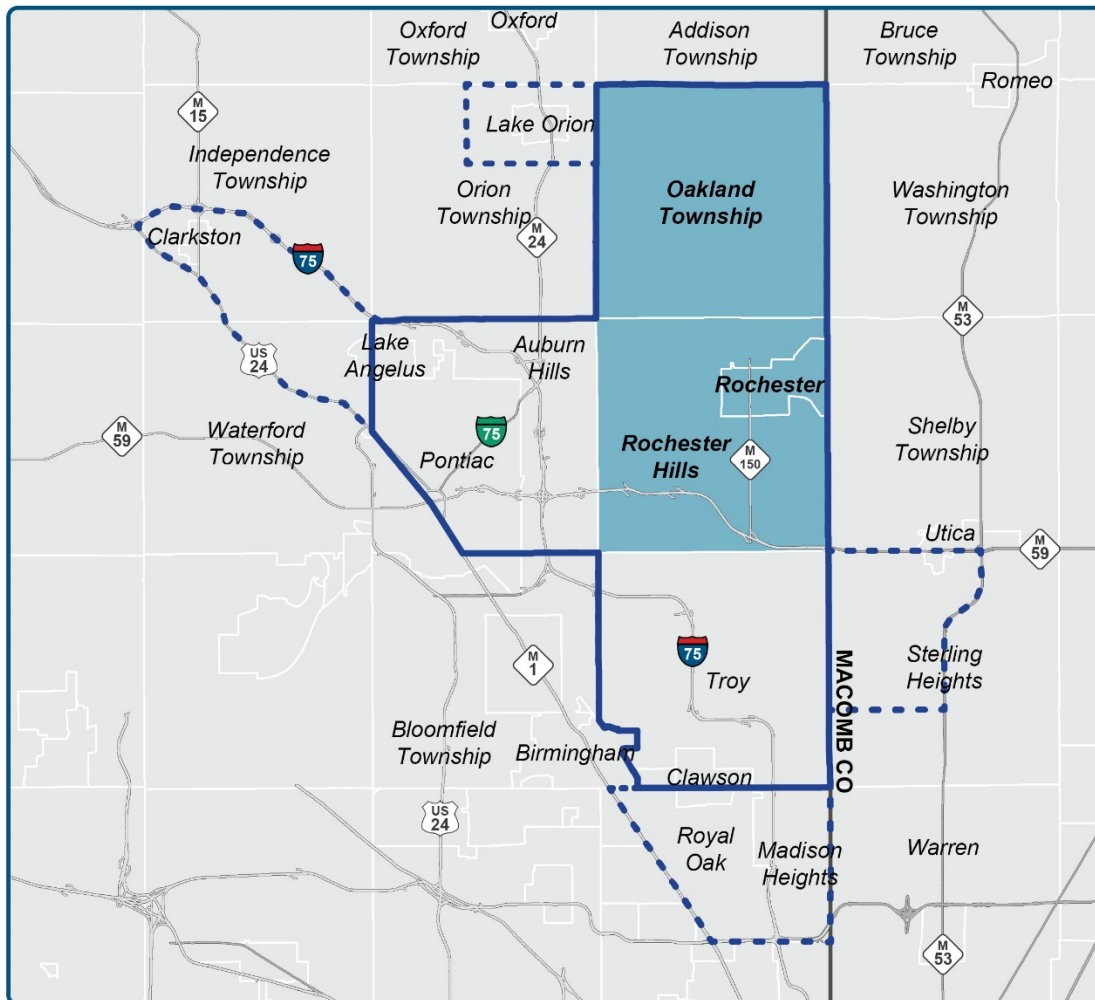
- a. OPC shall be responsible for fueling, cleaning, and all maintenance of vehicles. OPC will always maintain its equipment in good mechanical condition in conformity with all applicable safety regulations and will keep all vans and/or buses in clean condition. OPC vehicles shall be subject to inspection by Oakland County upon reasonable demand.
- b. OPC warrants that it now has, and will continue to have, during the term of this agreement, all necessary licenses, certifications, or other documents required by any federal or state governmental agency which authorize, permit or pertain to the operation of public transportation service. Verification of such licenses shall be presented to Oakland County upon demand.
- c. OPC will utilize drivers for this service who are properly qualified and lawfully licensed for the service provided in the vehicles used and have received training. Criminal background

checks will be performed on all drivers. Drivers will display proper courtesy toward passengers and maintain a neat, clean appearance.

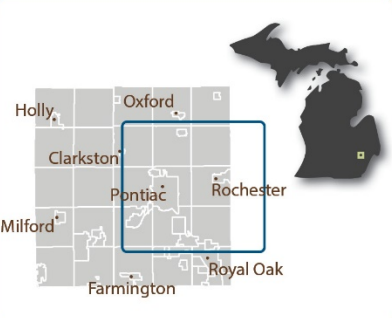
- d. OPC will maintain official logos, markings, or text affixed to the exterior of all revenue service vehicles that include “OPC Social and Activity Center/OPC” and “Oakland Transit” so users of the service can identify vehicles. Usage of the Oakland Transit logo is outlined in Exhibit E – License for Use of County Servicemark.

2025 OPC SERVICE AREA MAP

• OPC Social & Activity Center •



The information provided herewith has been compiled from recorded deeds, plats, tax maps, surveys and other public records. It is not a legally recorded map or survey and is not intended to be used as one. Users should consult the information sources mentioned above when questions arise.






Participating Community Residents living in these communities may utilize transportation services provided by OPC	Driving Boundary OPC provides transportation services to destinations located within the boundary	Medical Destinations OPC may also provide transportation services to destinations located within the "Medical Destinations" boundary for medical appointments only
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10.16.2024

EXHIBIT B**AMENDMENT: 2025-1****2025 ROCHESTER HILLS-OAKLAND-ROCHESTER OLDER PERSONS' COMMISSION (OPC)
BUDGET****Oakland County Public Transportation Millage Funds:**

Total payment not to exceed \$2,695,005 to maintain current services and expand services as planning substantiates.

1. Terms of Payment for Services:

- a. Payment for the Scope of Work as described in Exhibit A will be as follows: Oakland County will distribute an amount not to exceed \$2,695,005 (Two Million Six Hundred Ninety-Five Thousand Five Dollars) in Public Transportation Millage Funds to OPC for the scope of work that is incorporated into this Agreement as Exhibit A. OPC will receive quarterly payments as shown in the Payment Schedule table below. Except as extended, modified, or amended pursuant to Article II, Article III, and/or Article XIV of the Agreement, the Terms of Payment set forth herein shall expire on December 31, 2025.

2. Fee for Transportation Services

The following factors are included in the OPC fee for transportation services and are set forth in Section 9:

- a. Insurance: Insurance coverages to meet the County Contractor Insurance Requirements as described in Exhibit D.
- b. Fuel and Maintenance: Fueling, cleaning, and maintenance of vehicles.
- c. Staff: Hiring and training necessary staff to enhance capacity and deliver quality services.
- d. Vehicle Fleet: Taking delivery of necessary ADA-compliant vehicles to meet projected capacity needs and improve service frequency.

3. Payment Schedule

2025	Operations		Capital	
Jan	\$	524,276.25	\$	597,900.00
Apr	\$	524,276.25	\$	0.00
July	\$	524,276.25	\$	0.00
Oct	\$	524,276.25	\$	0.00
TOTAL	\$	2,097,105.00	\$	597,900.00

- a. \$597,900 has been allocated for capital expenditures for the purchase of equipment, office capital, and Project Vehicle(s): two (2) ADA-compliant minivans and three (3) ADA-compliant transit vans. This shall be paid by Oakland County to OPC in an amount not to exceed \$597,900 (Five Hundred Ninety-Seven Thousand Nine Hundred Dollars) within 30 days of Oakland County receiving notice of delivery of each vehicle from OPC.

4. Invoices

- a. Payments by the County, after the Agreement is fully executed, will be made within 30 days of receipt of an invoice from OPC for the amounts listed in Section 3.

5. Fare Collection

- a. OPC shall charge residents of Participating Communities utilizing its service a base fare of \$4.00 per each one-way trip within the driving boundary as shown on the 2025 OPC Service Area Map as incorporated in Exhibit A.
- b. OPC shall charge seniors aged 55 and older, persons with disabilities, and low-income individuals of Participating Communities a discounted fare of \$2.00 per one-way trip within the driving boundary as shown on the 2025 OPC Service Area Map as incorporated in Exhibit A.
- c. OPC shall not charge veterans any fare for trips within Oakland County pursuant to the Veteran's Transportation Agreement between the Suburban Mobility Authority for Regional Transportation (SMART) and Oakland County attached as Exhibit F.

- d. OPC may, at its sole discretion, provide trips outside the driving boundary as shown on the 2025 OPC Service Area Map incorporated in Exhibit A to residents of Participating Communities at a base fare of \$4.00 per one-way trip plus \$2.50 per mile driven outside the boundary subject to capacity and software capabilities.
- e. OPC may, at its sole discretion, provide trips outside the driving boundary as shown on the 2025 OPC Service Area Map incorporated in Exhibit A for seniors aged 55 and older, persons with disabilities, and low-income individuals of Participating Communities at a discounted fare of \$2.00 per one-way trip plus a discounted rate of \$1.25 per mile driven outside the boundary subject to capacity and software capabilities.
- f. The per mile fee for all one-way out of boundary trips is charged starting at the driving boundary and ending at the destination and vice versa.
- g. Riders will be responsible for fare payment in accordance with OPC's rider guidelines.
- h. Aides or persons assisting either seniors or persons with disabilities will be permitted to ride at no cost.
- i. All fares paid by eligible residents are to be retained by OPC.

6. Vehicle Expenditures

- a. OPC shall notify Oakland County prior to purchasing or committing to the purchase of a vehicle.
- b. OPC shall take delivery of two (2) ADA-compliant minivans and three (3) ADA-compliant transit vans. These vehicles are hereinafter referred to as "Project Vehicle(s)," to expand and improve service in accordance with the terms and conditions of this Agreement.
- c. The Project Vehicle(s) shall comply with all Federal Contract Clauses including regulations regarding procurement, Buy America, vehicle specifications, safety standards, and bus testing. All federal clauses can be found in the respective contracts on the State Vehicle Contracts and Procurement website at

<https://www.michigan.gov/mdot/travel/mobility/pub-transit/state-vehicle-contracts-and-procurement>.

- d. All capital expenditures for the purchase of Project Vehicle(s) shall comply with Section 3(a), above.
- e. OPC agrees to use Project Vehicles for the purposes as stated in Exhibit A, which is incorporated into this Agreement.
- f. OPC agrees to provide all maintenance, repair, and fueling of these vehicles, consistent with its responsibilities in Section 2(b), above.
- g. Prior to delivery of the Project Vehicle(s), OPC shall provide Oakland County with the Make, Model and VIN number(s) of the Project Vehicle(s).
- h. OPC is to notify Oakland County that they have taken possession of the Project Vehicle(s) and provide the date that each Project Vehicle(s) is placed in revenue service.
- i. OPC shall notify Oakland County of any changes, collisions, or significant damage to the Project Vehicle(s).
- j. OPC shall retain title to Project Vehicles. No Project Vehicles shall be disposed of or reassigned without prior written approval by Oakland County.

7. Project Vehicle Disposition

The Parties intend and agree that if Oakland County provides funding for capital expenditures (i.e., vehicles) to OPC and this Agreement is terminated or not renewed before any or all of the purchased vehicles reach the end of their Minimum Useful Life, as defined herein, or if a purchased vehicle is removed from service prior to the end of its Minimum Useful Life, OPC shall reimburse Oakland County for the Remaining Value of any such vehicle(s) in accordance with the following:

- a. For the purpose of this Agreement, the “Minimum Useful Life” of each purchased vehicle shall be determined to be five (5) years, beginning on the date the vehicle is placed into service.

- b. The value of each vehicle shall be depreciated on a straight-line basis according to the time each vehicle has been in service, i.e., twenty percent (20%) depreciation in value for each year the vehicle has been in service, or any fraction thereof. Thus, each vehicle will be fully depreciated five (5) years after it is put into service.
- c. Correspondingly, the Remaining Value of the vehicle shall be the purchase price minus depreciation.
- d. Any insurance proceeds obtained by OPC in connection with a vehicle which is permanently taken from service as a result of collision, fire, or other such casualty shall be applied toward the amount of reimbursement owed to Oakland County. Oakland County will then work with OPC to determine whether a replacement vehicle is to be purchased by Oakland County with transit millage funds.
- e. No vehicle shall be disposed of before the end of its Minimum Useful Life without prior Oakland County approval.
- f. OPC shall maintain financial and operating records for each vehicle for at least seven (7) years from the date of its disposal or permanent removal from service.

8. Facility Expenditures

Expenditures for facilities are subject to:

- a. Advance review and approval by Oakland County.
- b. An appropriate facility planning process that satisfies State and Federal procedures to remain eligible for State and Federal funding.
- c. OPC providing a scope of work to Oakland County.
- d. OPC providing documentation to Oakland County that all potential funding sources and financing methods have been considered and pursued if feasible.
- e. OPC shall require any contractors and sub-contractors who perform any work on OPC facilities to pay all skilled and unskilled tradespersons, mechanics, and laborers, including but not limited to carpenters, electricians, plumbers, cement masons, workers, helpers, assistants, and apprentices not less than the wages and benefits prevailing in Oakland County, Michigan.

- f. OPC shall comply with Oakland County's Competitive Public Bid Requirements when hiring third parties to complete facility work:
 - i. Requirement for Competitive Bidding: OPC shall not engage any third parties to perform any services without first conducting a competitive public bidding process.
 - ii. Bid Process:
 - 1. OPC shall prepare and issue a Request for Proposals (RFP) for the services to be performed, which shall be publicly advertised to ensure broad competition.
 - 2. The RFP must include a comprehensive description of the services to be performed, selection criteria, and submission deadlines. The advertisement must remain open for a minimum of 30 days to allow adequate time for potential bidders to respond.
 - iii. Selection of Vendor: OPC shall evaluate all bids received based on the criteria outlined in the RFP. The selection of the winning bid shall prioritize quality, cost-effectiveness, and the vendor's qualifications. A written record of the evaluation process and the rationale for selecting the chosen vendor must be maintained.
 - iv. Compliance and Accountability: OPC is responsible for ensuring that all services performed comply with applicable laws and regulations.

9. Budget

Revenues

Fares	\$	94,200
Oakland County Transit Millage	\$	2,695,005
Municipal Credits	\$	102,400
Community Credits	\$	0
MDOT Local Bus Operating Assistance *(estimated)	\$	882,120
Grant Revenue	\$	22,200
Other Revenue: Miscellaneous	\$	5,000
Revenue Total	\$	3,800,925

Expenses

Salaries and Benefits

Administration Salary	\$	233,250
Dispatch/Drivers Wages	\$	1,417,850
Mechanic/Maintenance Wages	\$	0
Grant Payroll Expenses	\$	0
Personnel Benefits	\$	340,475
HR Admin Support	\$	51,450
Pension/Retirement Benefits	\$	34,800
Other: Cashier Time	\$	27,500

Salaries and Benefits Total **\$ 2,105,325**

Program Costs

Communication Expenses- Phones, Tablets, Etc.	\$	28,000
Drug and Alcohol Testing	\$	72,250
Fuel - Diesel and Oil	\$	250,000
Grant Program Expenses	\$	0
Insurance Expenses	\$	100,000
Maintenance/Repairs	\$	168,000
Other: Uniforms	\$	5,500

Program Cost Total **\$ 623,750**

Building Costs

Building Rent/Lease	\$	136,350
Snow Removal/Landscaping	\$	66,250
Utilities	\$	36,600
Cleaning Services	\$	5,200
Building Maintenance and Repair	\$	75,000
Other: Building Operating Expenses	\$	15,000

Building Cost Total **\$ 334,400**

Operating Expenses

Advertising/Marketing	\$	5,000
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Dispatch Software	\$	30,000
Memberships and Dues	\$	500
Operating Supplies	\$	27,500
Professional Development- Training, Education, Travel, Etc.	\$	10,000
Professional Services- Audit, Legal, Website, IT, Other	\$	15,100
Other: HR/Administrative Support	\$	51,450
Operating Expenses Total	\$	139,550

Capital Costs

Equipment	\$	92,400
Expansions- Parking Lots, Building, Etc.	\$	0
Office Capital	\$	5,500
Vehicles	\$	500,000
Other: Capital Costs	\$	0
Capital Costs Total	\$	597,900

Expense Total	\$	3,800,925
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- a. Any changes to line-item budget allocations requested by OPC shall be made in writing, directed to the Oakland County Transit Manager, and shall specify the nature of the change requested, the reason for the proposed change and whether or not the requested change will result in an increase in the overall total budget amount. The Transit Manager shall then have sole discretion to grant or deny the change, in whole or in part, consistent with the authority that the Transit Manager has been given by the Oakland County Board of Commissioners (BOC).
- b. Other than as provided in the above subsection (a), the Parties acknowledge that in accordance with subsection 14.1 of the Agreement ("Amendments"), the commitment or disbursement of Public Transportation Millage funds by Transit Provider for items not specifically budgeted above, or payment by Transit Provider of an amount in an excess of the budgeted amount for a particular line item as addressed under subsection 3.4 of the Agreement ("Not to Exceed") are not permissible under this Agreement without a duly approved and executed amendment to the Agreement. No services shall be commenced, and no costs or obligations incurred, including, but not limited to, real property transactions or capital expenditures not presently budgeted, unless appropriate approval has been obtained from the County.

EXHIBIT F

AMENDMENT: 2025-1

**2025 ROCHESTER HILLS-OAKLAND-ROCHESTER OLDER PERSONS' COMMISSION (OPC)
VETERAN'S TRANSPORTATION AGREEMENT**

Veteran's Transportation Agreement: Scope of Services

The Scope of Services to be provided by the Suburban Mobility Authority for Regional Transportation (SMART) to Oakland County pursuant to an Interlocal Agreement for the utilization of grant funds by Oakland County received from the Michigan Veteran's Affairs Agency County Veteran's Service Fund (CVSF) for the purpose of providing origin to destination transportation for veterans (and widows of veterans) and a needed PCA (other riders must pay their applicable fare) is set forth as follows:

1. Subject to availability, origin to destination transportation services shall be provided (5) days per week, Monday through Friday, to any location in Oakland County. ADA eligible rides will be provided based on ADA guidelines.
2. Subject to availability, the hours of service to be provided shall accommodate arrivals by 8:00 a.m. and departures up to 6:30 p.m., ADA eligible trips are based on the ADA guidelines.
3. The services shall be available throughout all of Oakland County. SMART may partner with other transportation service providers as needed in order to achieve full geographic coverage of Oakland County. SMART and its partners will utilize a shared ride system to provide the origin to destination transportation.
4. The cost per ride to be paid by Oakland County from the grant funds or county funding shall be the applicable fare per provider. Transfer trips will be charged as individual trips to the grant. Each trip will be charged independently.
5. SMART shall provide ADA compliant vehicles when needed or requested.
6. SMART shall provide a dedicated program phone number and email address to allow all customers full access to the program.
7. SMART shall provide Oakland County an itemized, per ride invoice every 30 days; Oakland County shall reimburse SMART from program funds within 30 days of receiving the invoice. SMART will reimburse partner transportation service providers within 30 days of receiving program funds from Oakland County.
8. The duration of the pilot program shall be from October 1, 2024, through September 30, 2025.
9. This Scope of Services may be amended in writing by mutual consent of the parties. Any such amendments shall be incorporated by reference into the Interlocal Agreement, and shall be subject to the terms of the Interlocal Agreement.

For: SMART

For: Oakland County

Dated: _____

PUBLIC TRANSPORTATION AGREEMENT**BETWEEN****ROCHESTER HILLS- OAKLAND-ROCHESTER OLDER PERSONS' COMMISSION****AND****OAKLAND COUNTY**

THIS PUBLIC TRANSPORTATION AGREEMENT ("Agreement") is made this 16 day of February, 2023, by and between the Rochester Hills-Oakland-Rochester Older Persons' Commission ("OPC"), 650 Letica Drive, Rochester, Michigan 48307, a public corporation established under applicable law, and Oakland County, (the "County"), 1200 N. Telegraph, Pontiac, Michigan 48341, a Municipal and Constitutional Corporation, operating under Act 139 of 1973 (referred to collectively as the "Parties"). The term of this Agreement is set forth in the Term of Agreement section, being Article VII, Sec. 18.8, below. As expressed in Article 2.2 below, the Parties anticipate that this Agreement will represent an ongoing partnership between the Parties, who will work collaboratively and in good faith to effectuate the expansion and efficiency of Transportation Services for the benefit of Oakland County communities and businesses.

WHEREAS, Oakland County recognizes a growing need to provide safe, affordable and reliable public transportation for workers to reach jobs, patients to access health care, students to connect to colleges and universities and for seniors, the disabled and the general public to have more transportation options; and

WHEREAS, Oakland County has historically been actively engaged in the support of public transportation, having two members on the SMART Board of Directors; and

WHEREAS, on November 8, 2022, Oakland County put forth a Transportation Millage for the purpose of funding public transportation services in Oakland County, including operating, maintaining, improving and expanding transit services; creating and expanding new fixed routes for bus service connecting local communities; expanding transportation services for seniors, veterans and people with disabilities; and providing transportation to get

employees to jobs, patients to healthcare, students to colleges and universities and for other related purposes authorized by law; and

WHEREAS, on November 8, 2022, the citizens of Oakland County approved a millage for the above purpose to be levied at a maximum rate of .95 mills for a period of 10 years beginning in 2022 and ending in 2031; and

WHEREAS, it is anticipated that the millage from the ballot proposal will generate \$66,163,000 in the first year; and

WHEREAS, the principal providers of public transportation services in Oakland County are Suburban Mobility Authority for Regional Transportation (SMART), Western Oakland Transportation Authority (WOTA), North Oakland Transportation Authority (NOTA) and the Rochester Hills-Oakland-Rochester Older Persons' Commission (OPC); and

WHEREAS, OPC desires to provide certain public transportation services to the County as described more particularly in this Agreement and the exhibits/attachments hereto ("Transportation Services"); and

WHEREAS, the County and OPC wish to enter into an agreement to provide transportation services in furtherance of the goals and objectives of the November 8, 2022 Transportation Millage; and

WHEREAS, as consideration for the Transportation Services, the County, through its Board of Commissioners, will make payments to OPC as described more particularly in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

ARTICLE I

DEFINITIONS

1.1 "Communities" mean cities, villages, townships, or other political subdivisions located within Oakland County

1.2 "County" shall mean Oakland County.

1.3 “Exhibits” to this Agreement, as referenced herein and as made a part of this Agreement shall be as follows:

Exhibit A, Scope of Transportation Services (“Service Plan”)

Exhibit B, OPC Budget

Exhibit C, Performance Report

Exhibit D, Insurance

1.4 “OPC Budget” means the proposed financial budget of OPC for each fiscal year for the provision of Transportation Services, included in the term of this Agreement for the OPC service area.

1.5 “Transportation Services” means the transportation services to be provided under this Agreement by OPC in Oakland County as set forth in Exhibit A, as amended.

ARTICLE II

TRANSPORTATION SERVICES

2.1 OPC shall undertake and provide the Transportation Services as set forth in the Service Plan attached as Exhibit (A) in accordance with this Agreement and all applicable Federal, State and local laws as they may from time to time be amended.

2.2 During the term of this Agreement, the Parties will work collaboratively and in good faith to effectuate the expansion of Transportation Services to include a larger geographical service area, a broader array of Transportation Services, increase in hours of operation and/or an increase in ridership. The Parties shall meet at agreed upon intervals to review and revise the scope of Transportation Services, budget and payment, and any agreed upon changes shall be set forth in amendments to Exhibits A and B. OPC shall be responsible for the administration and management of Transportation Services.

2.3 No other material changes to the Service Plan may be made by OPC without the written consent of the County.

ARTICLE III**PAYMENT**

3.1 The County shall pay OPC for the provision of Transportation Services in accordance with the terms and conditions of this Agreement.

3.2 OPC shall be paid by the County according to the terms and in the manner described in Exhibit B, as may be amended in accordance with Section 2.2, above.

3.3 Payments shall be subject to a final reconciliation by the Parties, which reconciliation may result in an additional payment or credit adjustment.

3.4 The amounts owing to OPC under this Agreement shall not in any event be in excess of any "not to exceed" amount established by the Agreement or corresponding Board of Commissioner Resolution without prior approval from the County.

ARTICLE IV**PERFORMANCE REPORT**

4.1 OPC, at its expense, shall provide the County with a quarterly Performance Audit and Report of OPC's operations (Exhibit C). If requested by the County, OPC shall provide verification of information contained in the Performance Audit and Report to the County or other third party selected by the County.

4.2 OPC shall submit the Performance Report to the County within ten (10) days after the end of the calendar year.

ARTICLE V**AUDITED FINANCIAL STATEMENTS**

5.1 OPC shall provide the County with OPC's unaudited quarterly financial statements, within thirty (30) days after the end of each fiscal quarter, and the audited annual financial statements within one hundred twenty (120) days after the end of the fiscal year prepared in accordance with generally accepted accounting principles ("GAAP") by OPC's auditor (the "Financial Statements"). The Financial Statements shall indicate variances between

actual and budgeted amounts for the quarter at the Financial Statement level. The County reserves the right to conduct further, independent audits of the expenditure of revenue from the Transportation Millage consistent with the oversight responsibilities of the Oakland County Board of Commissioners as established by the November 8, 2022 ballot language.

ARTICLE VI

PERFORMANCE OF THE TRANSPORTATION SERVICES

6.1 OPC shall commence, carry on, and complete the Transportation Services in a sound, economical and efficient manner, and in compliance with the Service Plan, including administration and management of the Transportation Services.

6.2 Except as expressly set forth in this Agreement, nothing in this Agreement shall subject the County to any obligations or liabilities of OPC, its contractors or subcontractors, or any other person not a party to this Agreement and therefore, no third-party beneficiaries are created by this agreement, in connection with the performance of any Transportation Services.

ARTICLE VII

RECORD KEEPING, AUDITS, INSPECTION, REPORTS, EVALUATION AND COOPERATION

7.1 Financial records, supporting documentation, statistical records, and all other records pertinent to the Transportation Services shall be retained by OPC for a period of at least seven (7) years and be made readily available to authorized representatives of the County for the duration of the Agreement.

7.2 OPC shall provide a periodic summary to the County of available grant opportunities it becomes aware of and shall seek input and support from the County, as practicable, for any grants that could impact the Transportation Services, but which are otherwise not available to OPC alone. In addition to and as practicable, OPC shall cooperate and provide input as needed by the County with respect to any grants available to it. OPC shall provide periodic updates to the County with respect to the marketing and advertising of the Transportation Services. The Parties shall cooperate in elevating the quality, accessibility and

level of the Transportation Services and their equitable distribution and access to riders. The Parties shall meet at least annually to discuss strategic goals and plans for the following year, to correct deficiencies in performance if found to exist, and to advance the goals and principles set forth in this Agreement, including but not limited to maximizing service and equitable inclusion.

ARTICLE VIII

INSURANCE

8.1 OPC shall purchase and maintain, during the term of this Agreement between the Parties, the types and amounts of insurance required by Exhibit (D). The contractual liability insurance as applicable to OPC's obligations herein, shall be specifically endorsed to include coverage for the indemnity provision required and described in Article IX below.

ARTICLE IX

INDEMNIFICATION

9.1 To the extent permitted by law, OPC shall hold the County harmless, defend and indemnify the County, and each of its elected officials, Board of Commissioners, appointed officials, agents, employees, representatives, attorneys and volunteers from and against any and all losses, expenses, damages (including loss of use), demands and claims, and shall defend any suit or action, whether at law or in equity, brought against them or any one or more of them based on any alleged injury (including death), or damages relating to or arising out of any act or omission of OPC, its officers, employees, agents, contractors, subcontractors and licensees, during the performance of this Agreement or in connection with the provision of Transportation Services, including but not limited to claims made against the County by any third party, and shall pay all damages, judgments, costs, and expenses, including attorney's fees, in connection with any demands and claims resulting therefrom. The County shall in no event be liable for any consequential, incidental, indirect, remote, speculative, punitive, exemplary, liquidated, treble, or special damages, including but not limited to loss of profit, opportunity, use, revenue, data or goodwill, whether based in whole or in part in contract, tort, equity, strict liability, under statute

or any other theory of liability, regardless of whether such damages were foreseeable or contemplated and even if the County was advised or aware of the possibility of such damages. The obligations under this Article IX shall survive the completion of the Transportation Services required to be performed hereunder by OPC and any end to this Agreement. Nothing herein is intended to diminish or waive any governmental immunity of OPC under the law.

ARTICLE X

NON -COLLUSION

10.1 OPC warrants that it has not paid and agrees not to pay any bonus, commission, fee, or gratuity for the purpose of obtaining any approval pursuant to this Agreement. No OPC officer or employee, or board member shall be permitted to any share or part of this Agreement or to any material benefit arising therefrom.

ARTICLE XI

SIGNS AND IDENTIFICATION

11.1 Neither Party may identify the other Party on any vehicles, buildings, stations, equipment and other items used or acquired by them in connection with the Transportation Services without the prior written consent of the other Party.

ARTICLE XII

SEVERABILITY

12.1 If any provision of this Agreement is held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would continue to conform to the purposes, terms, and requirements of applicable law.

ARTICLE XIII**ASSIGNMENT AND AGREEMENT**

13.1 This Agreement shall not be assigned, transferred, conveyed, sublet or otherwise disposed of without the prior written consent of OPC and the County, through its Board of Commissioners.

ARTICLE XIV**AMENDMENT**

14.1 The Parties agree that no modification of this Agreement, or any Exhibits or Attachments hereto, shall be of any force or effect unless such amendment is dated, reduced to writing, executed by both Parties, and attached to and made a part of this Agreement. No services shall be commenced, and no costs or obligations incurred in consequence of any amendment to this Agreement, or any attachments made hereto unless and until such amendment has been executed and made a part of this Agreement.

ARTICLE XV**TITLES**

15.1 The Parties agree that the titles of the articles and paragraphs of this Agreement are inserted for convenience of identification only and shall not be considered for any other purpose.

ARTICLE XVI**ENTIRE AGREEMENT**

16.1 The Parties agree that this Agreement, the Exhibits attached hereto, and documents referred to herein constitute the entire Agreement between the Parties hereto, that there are no agreements or understandings, implied or expressed, except as specifically set forth or incorporated by reference in the Agreement and that all prior arrangements and understandings in this connection are merged into and contained in this Agreement.

ARTICLE XVII**APPLICABLE LAW**

17.1 This Agreement shall be governed, interpreted and enforced by the laws of the State of Michigan, excluding Michigan's conflict of laws principles. Any action brought to enforce, interpret or decide any provision of this agreement or any claim arising under this Agreement shall be brought in the Sixth Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the Court. Except as otherwise required by law, venue is proper in the Courts set forth above.

ARTICLE XVIII**MISCELLANEOUS**

18.1 **Discrimination.** OPC, and its subcontractors under this Agreement, shall not discriminate against an employee or an applicant for employment in hiring, any terms or conditions of employment or matters related to employment regardless of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, genetic information, height, weight, disability, veteran status, familial status, marital status or any other reason that is unrelated to the person's ability to perform the duties of a particular job or position, in accordance with applicable Federal and State laws.

18.2 **Flow Down.** Any assignment, delegation or subcontract by OPC must include a requirement that the assignee, designee, or subcontractor will comply with the terms and conditions of this Agreement. The assignment, delegation or subcontract shall in no way diminish or impair performance of any term or condition of this Agreement.

18.3 **Survival of Terms and Conditions.** The following terms and conditions shall survive and continue in full force beyond the termination or cancellation of this Agreement (or any part thereof) until the terms and conditions are fully satisfied or expire by their nature: **Article 1**, Definitions; **Article 2**, Transportation Services; **Article 3**, Payment; **Article 7**, Audits; **Article 8**, Insurance; **Article 9**, Indemnification; **Article 17**, Applicable Law; **Article 18**,

Miscellaneous.

18.4 **Reservation of Rights.** This Agreement does not, and is not intended to impair, divest, delegate or contravene any constitutional, statutory, or other legal right, privilege, power, obligation, duty or immunity of the County or OPC.

18.5 **Waiver.** Waiver of any term or condition of this Agreement must be in writing and notice given pursuant to the Agreement. No written waiver, in one or more instances, shall be deemed or construed as a continuing waiver of any term or condition of this Agreement. No waiver by either Party shall subsequently affect its right to require a strict performance of this Agreement.

18.6 **Cumulative Remedies.** Either Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.

18.7 **Dispute Resolution.** The Parties agree to use all commercially reasonable efforts to resolve issues that arise in connection with the implementation, interpretation, enforcement, performance or nonperformance of any aspect of this Agreement. A Party seeking resolution of a dispute under this subsection shall first identify the nature of the dispute, in writing, and present it to the other Party's Contract Administrator who shall respond within ten (10) business days. If the respective Contract Administrators are unable to resolve the dispute through good faith consultation and negotiation, each party shall then appoint an additional senior executive to assist the Contract Administrators with resolution. If the matter has not reached a mutually acceptable resolution within 30 days of it first being presented to the Contract Administrators, either party may seek resolution through any other legal process up to and including litigation. This subsection shall not apply to a situation in which immediate action is necessary to preserve life or property.

18.8 **Term.** This Agreement shall begin on the Effective Date and end on the Expiration Date. The "Effective Date" shall be the date the Agreement is signed by the last Party to execute the Agreement. The "Expiration Date" shall be 11:59.59 on December 31, 2025. Unless otherwise provided herein, the Parties are under no obligation to renew or extend this

Agreement after the Expiration Date. This Agreement may only be extended by written amendment.

18.9 **Notice.** All notices required under this contract shall be in writing. Notices shall be effective: a) the next business day, if personally delivered; b) the third business day, if sent by U.S. mail, postage prepaid, return receipt requested; c) the next business day, if sent by a nationally recognized express courier with a reliable tracking system; or d) the next business day with a written response or receipt of confirmation, if sent by e-mail or fax. In each case Notice shall be sent to:

To:

For OPC:

Renee Cortright, Executive Director
Rochester Hills-Oakland-Rochester Older Persons' Commission
650 Letica Drive
Rochester, MI, 48307

For Oakland County:

Bret Rasegan
Planning Manager
2100 Pontiac Lake Rd, Bldg. 41W
Waterford, MI 48328

With a copy sent to:

Solon Phillips
Corporation Counsel
1200 N. Telegraph Rd, Bldg. 14E
Pontiac, MI 48341

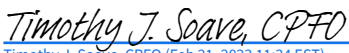
Authorization and Completion of Agreement. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

IN WITNESS WHEREOF, Renee Cortright, Executive Director, Rochester Hills-Oakland-Rochester Older Persons' Commission, hereby acknowledges that he/she has been authorized by a resolution of the Rochester Hills-Oakland-Rochester Older Persons' Commission, a certified copy of which is attached, to execute this Agreement on behalf of Public Body and hereby accepts and binds Public Body to the terms and conditions of this Agreement.

EXECUTED: 

Renee Cortright, Executive Director
Rochester Hills-Oakland-Rochester
Older Persons' Commission

DATE: Feb 17, 2023

WITNESSED: 

Timothy J. Soave, CPFO (Feb 21, 2023 11:34 EST)
Rochester Hills-Oakland-Rochester
Older Persons' Commission

DATE: Feb 21, 2023

IN WITNESS WHEREOF, David T. Woodward, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Agreement on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Agreement.

EXECUTED: 

David T. Woodward (Feb 23, 2023 09:38 EST)
David T. Woodward, Chairperson
Oakland County Board of Commissioners

DATE: Feb 23, 2023

WITNESSED: 

JoAnn Stringfellow (Feb 23, 2023 09:41 EST)
Oakland County Board of Commissioners
County of Oakland

DATE: Feb 23, 2023

EXHIBIT A
2023 ROCHESTER HILLS-OAKLAND-ROCHESTER OLDER PERSONS' COMMISSION
SCOPE OF TRANSPORTATION SERVICES

Scope of Work Summary:

Current Services

The Rochester Hills-Oakland-Rochester Older Persons' Commission (OPC) has been providing transportation services for over 40 years to qualifying residents of Rochester Hills, Oakland Township and Rochester. Eligible riders include seniors over 60 and adults with disabilities under 60 along with a companion rider. OPC accommodates trips anywhere in the three communities for medical and personal appointments, work, school, shopping, OPC facility, Oakland University, Troy Beaumont and Corewell Health complex. Currently, there is a staff of 1 full time and 31 part time employees that provide administration, dispatch and vehicle operation services. The fleet of 24 vehicles provided over 33,000 rides in 2022 (average 129 rides per day); Monday through Friday from 7:30 a.m. – 4:30 p.m. and Saturday from 9:00 a.m. to 4:00 p.m. The cost per stop in 2022 was \$2.00.

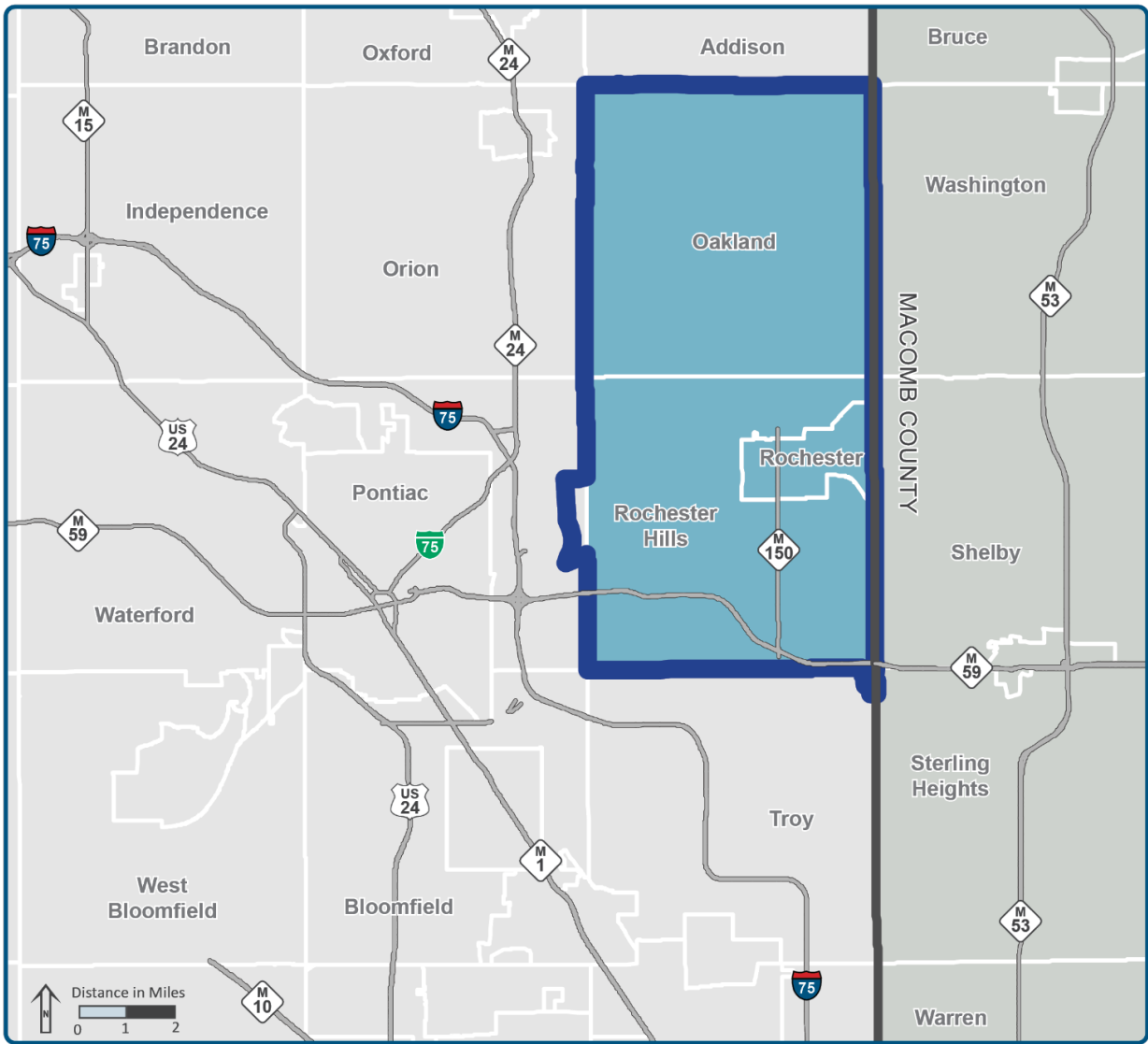
2023 Service Expansion Utilizing Oakland County Millage Funds for Qualifying Residents of Rochester Hills, Oakland Township, and Rochester

- Extend hours of service to Monday through Friday from 7:00 a.m. – 8:00 p.m.
- Increase hourly wage rates and benefits to become more competitive in the current job market.
- Maintain a cost per stop of \$2.00 (two dollars) for all riders.
- Hire and train additional staff (drivers and dispatch).
- Provide work transportation for seniors and disabled to areas bordering the service footprint.
- Provide medical transport (non-emergency) to seniors and disabled to Troy Beaumont (current practice), Auburn Hills, Unisource Building (Long Lake Rd), and other sites near current service footprint.

- Take delivery of (3) three ADA compliant EV Ford Transit Vans.
- Collaborate with other transportation providers, Oakland County and local communities to identify expanded geographic service areas and transfer stops to offer eligible riders expanded seamless service to other areas of the county.

2023 OPC SERVICE AREA MAP

• Rochester Hills-Oakland-Rochester Older Persons' Commission •



The information provided herewith has been compiled from recorded deeds, plats, tax maps, surveys and other public records. It is not a legally recorded map or survey and is not intended to be used as one. Users should consult the information sources mentioned above when questions arise.

Service Community

Qualifying residents living in Oakland Twp, Rochester and Rochester Hills may utilize transportation services provided by OPC

Driving Boundary

OPC provides transportation services for qualifying residents to work, medical, and shopping destinations located within the driving boundary and areas bordering the service footprint

1.31.2023

EXHIBIT B**2023 ROCHESTER HILLS-OAKLAND-ROCHESTER OLDER PERSONS' COMMISSION
BUDGET****Oakland County Public Transportation Millage Funds:**

\$1,928,600 to Maintain Current Services plus 2023 Expansion of Services (not to exceed)

Terms of Payment for Services:

Payment for the Scope of Work as described in Exhibit A will be as follows: Oakland County will distribute an amount not to exceed \$1,928,600 (One Million Nine Hundred Twenty-eight Thousand Six Hundred Dollars) in Public Transportation Millage Funds to Rochester Hills-Oakland-Rochester Older Persons' Commission (OPC) for the scope of work that is incorporated into this Agreement as Exhibit A. OPC will receive a lump sum payment to be disbursed by the County within 30 days of this Agreement being fully executed. Except as extended, modified or amended pursuant to Article II and/or Article III of the Agreement, the Terms of Payment set forth herein shall expire on December 31, 2023.

Revenues

Fares	94,000
Oakland County Transit Millage	1,928,600
Municipal Credits	102,400
Community Credits	-
Grant Revenue	22,200
Local Revenue	
Other Revenue : Miscellaneous	5,000

Revenue Total	\$ 2,152,200
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Expenses**Salaries and Benefits**

Administration Salary	324,400
Dispatch/Drivers Wages	777,600
Mechanic/Maintenance Wages	
Grant Payroll Expenses	3,000
Personnel Benefits	64,000
Pension/ Retirement Benefits	11,400
Other: Salary Expenses	109,900

Salaries and Benefits Total	\$ 1,290,300
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Program Costs

Communication Expenses- Phones, Tablets	14,000
Drug and Alcohol Testing	26,000
Fuel - Diesel and Oil	134,000
Grant Program Expenses	
Insurance Expenses	110,200
Maintenance/Repairs	110,000
Other: Program Costs	500

Program Cost Total	\$ 394,700
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Building Costs

Building Rent/Lease	
Snow Removal/Landscaping	10,000
Utilities	30,900
Other: Building Operating Expenses	69,200

Building Cost Total	\$ 110,100
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Operating Expenses

Advertising/Marketing	3,500
Dispatch Software	6,000
Memberships and Dues	
Office Supplies	2,800
Professional Development- Training and Education, Travel	4,100
Professional Services- Audit, Legal, Website, IT, Other	10,000
Trolley Expenses	
Other: Administrative Costs	60,200

Operating Expenses Total	\$ 86,600
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Contingency

Contingency

Contingency Total	\$ -
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Capital Costs

Equipment	500
Expansions- Parking Lots, Building	
Office Capital	
Software	
Vehicles	270,000
Other: Capital Costs	

Capital Costs Total	\$ 270,500
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Expense Total	\$ 2,152,200
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EXHIBIT C

2023 ROCHESTER HILLS-OAKLAND-ROCHESTER OLDER PERSONS' COMMISSION

PERFORMANCE REPORT TEMPLATE

Provider Name	
Date	
City	
State	
ZIP Code	
Phone Number	

Contact Name	
Contact Title	
Contact Email	
Submitter Name	
Submitter Title	
Submitter Email	
Date Submitted	

Expenses					
Code	Description	Operations	Maintenance	General Admin	Total
501	Labor				
50101	Operator's Salaries and Wages				
50102	Other Salaries and Wages				
50103	Dispatchers Salaries and Wages				
502	Fringe Benefits				
50200	Other Fringe Benefits				
50210	DC Pension				
50220	DB Pension				
503	Services				
50302	Advertising Fees				
50305	Audit Cost				
50399	Other Services				
Comments:					
504	Materials and Supplies				
50401	Fuels and Lubricants				
50402	Tires and Lubes				
50499	Other Materials and Supplies				
Comments:					
505	Utilities				
50500	Utilities				
506	Insurance				
50603	Liability Insurance				
50699	Other Insurance				
Comments:					
508	Purchased Trans Service				
50800	Purchased Trans Service				
509	Misc. Expenses				
50902	Travel, Meetings, and Training				
50903	Association Dues and Subscriptions				
50999	Other Misc. Expenses				
Comments:					
511	Interest Expense				
51101	Interest Expense				
512	Insurance				
51200	Operating Leases and Rentals				
513	Depreciation				
51300	Depreciation				

Additional Expenses

Code	Description	Operations	Maintenance	General Admin	Total

Revenue		
Code	Description	Revenue
401	Farebox Revenue	
40100	Passenger Fares	
406	Auxillary Trans Revenues	
40610	Concessions	
40615	Advertising	
40699	Other Auxillary Trans Revenues	
407	NonTrans Revenues	
40710	Sales of Maintenance Services	
40799	Other NonTrans Revenues	
408	Local Revenue	
40800	Taxes Levied Directly for/by	
40910	Local Revenue	
40999	Community Credits	
Comments:		
411	State Formula and Contracts	
41101	State Formula Operating	
41110	Municipal Credit	
41199	Other State Contracts and	
413	Federal Contracts	
41301	Federal Section 5311	
41399	Other Federal Contracts and	
414	Other Revenue	
41400	Interest Income	

Additional Revenue		
Code	Description	Total

Statistics Public Service					
Code	Description	Weekday	Saturday	Sunday	Total
610	Vehicle Hours				
611	Vehicle Miles				
615	Passengers - Regular				
616	Passengers - Elderly				
617	Passengers - Persons w/ Disabilities				
618	Passengers - Elderly Persons w/ Disabilities				
622	Total Demand - Response Passengers				
625	Days Operated				

Vehicle Information	
Description	Quantity
SMART Vehicles	
Non SMART Vehicles w/ Lifts	
Non SMART Vehicles w/o Lifts	
Comments:	
Total Vehicles	

Miscellaneous Information

Description	Quantity
Diesel Gallons Consumed	
Gasoline Gallons Consumed	
Total Transit Agency Employees	
Total Revenue Vehicles Operators	
Number of Accidents	
Comments:	
Number of Fatal Accidents	

EXHIBIT D

2023 ROCHESTER HILLS-OAKLAND-ROCHESTER OLDER PERSONS' COMMISSION

CONTRACTOR INSURANCE REQUIREMENTS

During this Contract, the Contractor shall provide and maintain, at their own expense, all insurance as set forth and marked below, protecting the County against any Claims, as defined in this Contract. The insurance shall be written for not less than any minimum coverage herein specified. Limits of insurance required in no way limit the liability of the Contractor.

Primary Coverages

Commercial General Liability Occurrence Form including: (a) Premises and Operations; (b) Products and Completed Operations (including On and Off Premises Coverage); (c) Personal and Advertising Injury; (d) Broad Form Property Damage; (e) Broad Form Contractual including coverage for obligations assumed in this Contract;

\$1,000,000 – Each Occurrence Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products & Completed Operations Aggregate Limit

\$2,000,000 – General Aggregate Limit

\$ 100,000 – Damage to Premises Rented to You (formally known as Fire Legal Liability)

Workers' Compensation Insurance with limits statutorily required by any applicable Federal or State Law and Employers Liability insurance with limits of no less than \$500,000 each accident, \$500,000 disease each employee, and \$500,000 disease policy limit.

1. ☐ Fully Insured or State approved self-insurer.
2. ☐ Sole Proprietors must submit a signed Sole Proprietor form.
3. ☐ Exempt entities, Partnerships, LLC, etc., must submit a State of Michigan form WC-337 Certificate of Exemption.

Public Transportation Commercial Automobile Liability Insurance covering bodily injury or

property damage arising out of the use of any owned, hired, or non-owned automobile with a combined single limit of \$5,000,000 each accident. This requirement is waived if there are no company owned, hired or non-owned automobiles utilized in the performance of this Contract.

Commercial Umbrella/Excess Liability Insurance with minimum limits of \$10,000,000 each occurrence. Umbrella or Excess Liability coverage shall be no less than following form of primary coverages or broader. This Umbrella/Excess requirement may be met by increasing the primary Commercial General Liability limits to meet the combined limit requirement.

Employee Dishonesty Bond including Third-Party Employee Theft Insurance Coverage will be required in the minimum amount of the grant with the County of Oakland named as an additional insured.

Supplemental Coverages – As Needed

1. **Cyber Liability Insurance** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate shall be required when the Contractor has access to County IT systems and/or stores County data electronically.
2. **Directors & Officers Liability Insurance** with minimum limits of \$5,000,000 per claim.
3. **Commercial Property Insurance.** The Contractor shall be responsible for obtaining and maintaining insurance covering their equipment and personal property against all physical damage.
4. **Other Insurance Coverages** as may be dictated by the provided product/service and deemed appropriate by the County Risk Management Department.

General Insurance Conditions

The aforementioned insurance shall be endorsed, as applicable, and shall contain the following terms, conditions, and/or endorsements. All certificates of insurance shall provide evidence of compliance with all required terms, conditions and/or endorsements.

1. All policies of insurance shall be on a primary, non-contributory basis with any other insurance or self-insurance carried by the County;
2. The insurance company(s) issuing the policy(s) shall have no recourse against the County for subrogation (policy endorsed written waiver), premiums, deductibles, or assessments under any form. All policies shall be endorsed to provide a written waiver of subrogation in favor of the County;
3. Any and all deductibles or self-insured retentions shall be assumed by and be at the sole risk of the Contractor;
4. Contractors shall be responsible for their own property insurance for all equipment and personal property used and/or stored on County property;
5. The Commercial General Liability and Commercial Automobile Liability policies along with any required supplemental coverages shall be endorsed to name the County of Oakland and its officers, directors, employees, appointees and commissioners as additional insured where permitted by law and policy form;
6. If the Contractor's insurance policies have higher limits than the minimum coverage requirements stated in this document the higher limits shall apply and in no way shall limit the overall liability assumed by the Contractor under contract.
7. The Contractor shall require its contractors or sub-contractors, not protected under the Contractor's insurance policies, to procure and maintain insurance with coverages, limits, provisions, and/or clauses equal to those required in this Contract;
8. Certificates of insurance must be provided no less than ten (10) Business Days prior to the County's execution of the Contract and must bear evidence of all required terms, conditions and endorsements; and provide 30 days' notice of cancellation/material change endorsement.

All insurance carriers must be licensed and approved to do business in the State of Michigan along with the Contractor's state of domicile and shall have and maintain a minimum A.M. Best's rating of A- unless otherwise approved by the County Risk Management Department.