

OAKLAND COUNTY PUBLIC TRANSPORTATION AUTHORITY

Tuesday, February 15, 2022, 9:00 a.m. – Board of Commissioners’ Pernick-Aaron Conference Rm.

Call Meeting to Order

Roll Call

Approval of Minutes – [July 20, 2021](#)

Approval of Agenda

Public Comment

REGULAR AGENDA	ACTION REQUIRED	PRESENTER(S)
1. Election of Chairperson	Authority Action	Marie Donigan 248-505-2195
2. Treasurer’s Report	Informational	Ross Gavin 248-858-0627
3. BOC/Authorities Administrative Support Contract	Authority Action	Marie Donigan
4. Budget Review and Approval FY 2021-2022 and 2022-2023	Authority Action	Marie Donigan
5. Plante Moran OCPTA Audit Presentation	Informational	Tim St. Andrew 313-496-8542
6. SMART Update	Informational	Robert Cramer 313-223-2100
7. Millage Renewal	Discussion	Marie Donigan

COMMUNICATIONS

OTHER/ADJOURNMENT

OAKLAND COUNTY PUBLIC TRANSPORTATION AUTHORITY

1200 NORTH TELEGRAPH ROAD, PONTIAC, MICHIGAN 48341-0470
Telephone: (248) 858-0100 FAX: (248) 858-1572

Marie Donigan
Secretary

Melanie Piana, Chairperson

David Harrell
Rashon Byrd
Tameka Ramsey

July 20, 2021

Chairperson Piana called the meeting of the Oakland County Public Transportation Authority (OCPTA) to order at 9:15 a.m. in the Pernick-Aaron Conference Room of the Board of Commissioners' Auditorium Wing, at 1200 North Telegraph Road, Bldg. 12E, Pontiac, Michigan.

MEMBERS PRESENT:

Melanie Piana, Marie Donigan, David Harrell

MEMBERS ABSENT WITH NOTICE:

Rashon Byrd, Tameka Ramsey

APPROVAL OF MINUTES

Donigan moved approval of the minutes of May 25, 2021, as presented. Seconded by Harrell.

Motion carried.

APPROVAL OF AGENDA

Chairperson Piana indicated that Item #3, the Dickinson Wright contract extension, would be moved up as Item #2, and the report from the Suburban Mobility Authority for Regional Transportation (SMART) would become Item #3.

Donigan moved approval of the agenda, as amended. Seconded by Harrell.

Motion carried.

PUBLIC COMMENT

None.

REGULAR AGENDA

1. TREASURER'S REPORT

Amy Carter, Junior Accountant, Treasurer's Office, provided a brief overview of the Treasurer's Report for FY 2020-2021, Month 12. The report consists of the OCPTA Authority Balance Sheet, Revenue and Expenditures, Non-Expenditure Payments, Municipal Credits, Transfers from Tax Collection/Payments to SMART, and Interest Earned, as of June 30, 2021

Donigan moved to receive and file the Treasurer's Report, as presented. Seconded by Harrell.

Motion carried.

2. AUTHORIZATION TO EXTEND CONTRACT WITH DICKINSON WRIGHT FOR 1-YEAR

Donigan moved to extend the OCPTA contract for legal services with Dickinson Wright for one year. Seconded by Ramsey.

Motion carried on a roll call vote with Byrd and Ramsey absent.

3. SMART UPDATE

Robert Cramer, CEO, SMART, provided a brief update on current happenings with SMART. Mr. Cramer noted SMART plans to continue conducting remote meetings as the City of Detroit is still operating under a State of Emergency; however, plans are being made for return to in-person meetings with enhanced options for live streaming with public participation.

SMART has begun to deploy articulated buses, with more seating, USB stations, and improved window options. SMART plans to engage social media for suggestions on how to update the exteriors of the new buses. SMART is looking to expand Microtransit services, making them available in areas previously covered by other services. Preparations for expanded service options during the upcoming Woodward Dream Cruise are underway. SMART has been approached by Wayne State University about enhancing SMART services for its staff and students. Chairperson Piana requested that SMART work with local communities to enhance the publicity of services SMART offers.

4. MILLAGE RENEWAL

Discussion was held regarding procedures, timeline, and strategy for the upcoming millage renewal process. Mr. Cramer, SMART, and David T. Woodward, Chairperson, Oakland County Board of Commissioners, provided insight on how to prepare for this renewal.

OTHER BUSINESS/ADJOURNMENT

There being no further business to come before the Authority, the meeting was adjourned at 10:01 a.m.

Aaron Snover, Legislative Coordinator

Marie Donigan, Secretary

NOTE: The foregoing minutes are subject to Authority approval.

January 18, 2022

Commissioner Dave Woodward
Oakland County Board of Commissioners
1200 Court Tower Blvd
Pontiac, MI 48341

Honorable Woodward:

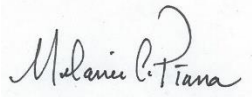
I'm writing to submit my resignation from the Oakland County Public Transit Authority (OCPTA). I'm reducing my volunteer commitments to boards and authorities in pursuit of professional goals. It's been an honor and pleasure to serve Oakland County through the Board of Commissioners in this appointed leadership role.

In the past three years, the OCPTA hired new legal counsel, developed the first-ever mission statement for OC transit, increased transparency, and access to public documents, and clarified performance expectations between the OCPTA and SMART bus service, strengthening its partnership and collaboration. More importantly, the OCPTA better understands its legal powers designated through state acts and resolutions, positioning the Authority as a more vital thought partner on regional transit decision-making.

In support of my transition, I have developed standard operating procedures in partnership with the Board of Commission staff for the OCPTA Chairperson. In addition, I have walked through draft procedures with the Authority's secretary, Marie Donigan, as part of my handoff.

I will continue to be a voice for regional transit investment and a leadership partner with OC's Board of Commissioners and the Executive leadership team. I will continue to be at your service when the need beckons.

Warm regards,

A handwritten signature in cursive script that reads "Melanie Piana". The signature is written in black ink on a light-colored background.

Melanie Piana
Mayor, City of Ferndale

[Return to Agenda](#)

**Oakland County
Public Transportation Authority
FY 2021-2022 Month 7
Balance sheet as of:
January 31, 2022**

Assets

Cash & Short Term Investments 12,283,023.73

Total Assets \$ 12,283,023.73

Liabilities

Accounts Payable - SMART 12,286,673.70
Investment Interest less Fees 433.37

Total Liabilities \$ 12,287,107.07

Fund Equity

Fund Equity \$ (4,083.34)

Total Liabilities & Fund Equity \$ 12,283,023.73

**Oakland County
Public Transportation Authority
FY 2021-2022 Month 7
Revenue and Expenditures as of:
January 31, 2022**

	FY 2021-2022 Budget	Actual January	Actual to Date	Balance	% of Budget
<u>Revenue</u>					
Annual Contributions	40,000.00	0.00	0.00	0.00	0%
Excess Budget from FY	0.00				
Total Revenue	<u>40,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0%</u>
<u>Expenditures</u>					
Legal Expense	14,000.00	0.00	0.00	14,000.00	0%
Accounting Expenses	2,500.00	208.33	1,458.34	1,041.66	58%
Insurance	4,000.00	0.00	2,525.00	1,475.00	63%
Audit	6,500.00	0.00	0.00	6,500.00	0%
Membership Dues	1,600.00	0.00	100.00	1,500.00	6%
Travel & Meetings	5,900.00	0.00	0.00	5,900.00	0%
Miscellaneous	<u>5,500.00</u>	<u>0.00</u>	<u>0.00</u>	5,500.00	0%
Total Expenditures	<u>40,000.00</u>	<u>208.33</u>	<u>4,083.34</u>	<u>35,916.66</u>	<u>10%</u>

**Oakland County
Public Transportation Authority
FY 2021-2022 Month 7
Expenditures as of:
January 31, 2022**

Payee	Total	Insurance	Legal	Service Fees	Misc./Audit	Date Paid
Oakland County Treasurer (July)				208.33		7/30/2021
Oakland County Treasurer (Aug)				208.33		8/30/2021
Oakland County Treasurer (September)				208.34		9/30/2021
Oakland County Treasurer (October)				208.33		10/29/2021
Oakland County Treasurer (November)				208.33		11/30/2021
Michigan Municipal Risk Management		(777.00)				12/1/2021
Michigan Municipal Risk Management		(294.00)				12/1/2021
Membership Dues					100.00	12/8/2021
Michigan Municipal Risk Management		1,250.00				12/8/2021
Michigan Municipal Risk Management		2,346.00				12/8/2021
Oakland County Treasurer (December)				208.34		12/31/2021
Oakland County Treasurer (January)				208.34		1/31/2022

Totals	4,083.34	2,525.00	0.00	1,458.34	100.00
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Oakland County
Public Transportation Authority
FY 2021-2022 Month 7
Municipal Credits as of:
January 31, 2022

CVT	Fiscal Year	Date Received	Amount Received	Date Paid Out	Amount Paid Out	CVT Balance
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
Totals			0.00		0.00	0.00

**Oakland County
Public Transportation Authority
FY 2021-2022 Month 7
Transfers from Tax Collection/Payments to SMART as of:
January 31, 2022**

Month	Title	JE#	Date	Amount	
1st half of July	PILT Housing	362600	7/28/2021	1,362.46	
2nd half of July	PILT Housing	363940	8/16/2021	14,823.53	
				1,105,072.98	V01550293 8/23/2021
1st half of August	PILT Housing	364995	9/9/2021	960.37	
2nd half of August	PILT Housing	366083	9/17/2021	969.31	
1st half of September	PILT Housing	367284	9/30/2021	1,386.40	
2nd half of September	PILT Housing	369310	10/19/2021	1,421.98	
2nd half of November	Ad Valorem	374028	12/15/2021	303.10	
1st half of December	Ad Valorem	374704	1/4/2022	164,614.40	
2nd half of December	PILT Housing	375648	1/18/2022	4,464.38	
	Ad Valorem	375648	1/18/2022	3,284,657.99	
1st half of January	PILT Housing	376207	1/31/2022	13,663.25	
	IFT	376207	1/31/2022	1,125.58	
	Ad Valorem	376207	1/31/2022	8,813,106.94	
				12,286,673.70	

Oakland County
Public Transportation Authority
FY 2021-2022 Month 7
Interest Earned as of:
January 31, 2022

Month Earned	Month Recorded	a/c 655385 Interest	Fees	Net Int - Fees	Net YTD Int - Fees
July	Aug	214.49	(15.78)	198.71	198.71
Aug	Sept	239.28	(26.97)	212.31	411.02
Sept	Oct	8.29	(0.43)	7.86	418.88
Oct	Nov	10.34	(0.50)	9.84	428.72
Nov	Dec	3.58	(0.50)	3.08	431.80
Dec	Jan	2.01	(0.44)	1.57	433.37

**AGREEMENT FOR BOARD OF COMMISSIONERS SERVICES BETWEEN
OAKLAND COUNTY AND
OAKLAND COUNTY PUBLIC TRANSPORTATION AUTHORITY**

This Agreement (the "Agreement") is made between Oakland County, a Municipal and Constitutional Corporation, 1200 North Telegraph Road, Pontiac, Michigan 48341 ("County"), and the Oakland County Public Transportation Authority, 1200 North Telegraph Road, Pontiac, Michigan 48341 an Authority or Public Authority formed in accordance with the provisions of Act 196, Public Act of Michigan, 1986 ("Public Authority"). County and Public Authority may be referred to individually as a "Party" and jointly as "Parties".

PURPOSE OF AGREEMENT. The purpose of this Agreement is for County, or its authorized agent, to provide Public Authority with certain administrative support and/or training services (collectively, "Administrative Support Services") as agreed upon by the Parties from time-to-time during the term of, and in accordance with, this Agreement.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree as follows:

1. **DEFINITIONS.** In addition to the capitalized terms otherwise defined in this Agreement, the following words and expressions, whether used in the singular or plural, within or without quotation marks, or possessive or nonpossessive, used throughout this Agreement shall be defined and interpreted as follows:
 - 1.1. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, Exhibit and attachment.
 - 1.2. **Claims** mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, penalties, costs, or liabilities of any kind, which is imposed on, incurred by, or asserted against a Party or for which a Party may become legally or contractually obligations to pay or defend against, whether commenced or threatened, including, but not limited to, reimbursement for reasonable attorney fees, mediation, facilitation, or arbitration fees, witness fees, court costs, investigation expenses, litigation expenses, or amounts paid in settlement, whether direct, indirect or consequential.
 - 1.3. **Concurrent Board Member** means any Oakland County Commissioner who is also serving as a member of the Public Authority Board.
 - 1.4. **Confidential Information** means all information and data that County is required or permitted by law to keep confidential, including records of County' security measures, including security plans, security codes and combinations, passwords, keys, and security procedures, to the extent that the records relate to ongoing security of County as well as records or information to protect the security or safety of persons or property, whether public or private, including, but not limited to, building, public works, and public water supply designs relating to ongoing security measures, capabilities and plans for responding to violations of the Michigan Anti-terrorism Act, emergency response plans, risk planning documents, threat assessments and domestic preparedness strategies.
 - 1.5. **County Agent** means any County elected official, appointed official, director, board member, commissioner, authority, other board, committee, commission, employee, third-party contractor, department, division, volunteer, representative, Concurrent Board Member, or any such person's successors (whether such persons act or acted in their personal representative or official capacities). "County Agent" shall also include any

person who was a County Agent any time during the term of this Agreement but, for any reason, is no longer employed, appointed, elected, or otherwise serving as a County Agent.

- 1.6. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
- 1.7. **Public Authority Agent** means any Public Authority elected official, appointed official, director, board member, officer, employee, member, trustee, volunteer, attorney, licensee, third-party contractor, department, division, vendor, agent or representatives, and any persons acting by, through, under, or in concert with any of the above (whether such persons act or acted in their personal representative or official capacities). Public Authority Agent shall also include any person who was a Public Authority Agent at any time during the term of this Agreement but, for any reason, is no longer acting in that capacity. Notwithstanding the above-definition, Public Authority Agent shall not include a County Agent or any Concurrent Board Member.
- 1.8. **Points of Contact** mean the individuals designated by Public Authority and identified to County to act as primary and secondary contacts for communication and other purposes as described in this Agreement.
- 1.9. **Exhibit** means the “Exhibit I - Administrative Support Services” exhibit, which is attached to and governed by this Agreement.
- 1.10. **Administrative Support Services** means the general administrative services described in Exhibit I that is provided by the County’s Board of Commissioners (“BOC”) Administrative staff for the Public Authority.

2. **COUNTY RESPONSIBILITIES.**

- 2.1. County, through its BOC Administrative staff, will provide the Administrative Support Services described on Exhibit I and the services as subsequently requested by an authorized Public Authority Agent and approved by the BOC’s Chief of Staff in accordance with the terms of this Agreement. County is not obligated or required to provide any additional services that are not specified in this Agreement or otherwise agreed upon by County.
- 2.2. County may access, use, and disclose transaction information and any content to comply with the law such as a subpoena, court order or Freedom of Information Act request. County shall first refer all such requests for information to Public Authority’s Points of Contact for their response within the required time frame, if permitted by law. County shall provide assistance for the response if requested by Public Authority's Points of Contact and if able to access the requested information. County shall not distribute Public Authority’s data to other entities for reasons other than when it is required by law.

3. **PUBLIC AUTHORITY RESPONSIBILITIES.**

- 3.1. Public Authority shall comply with all terms and conditions in this Agreement, including each selected Exhibit.
- 3.2. Public Authority shall designate two representatives to act as a primary and secondary Points of Contact with County. The Points of Contact responsibilities shall include:
 - 3.2.1. Direct coordination and interaction with County staff.
 - 3.2.2. Communication with the general public when appropriate.
- 3.3. Public Authority shall pay to County the Support Services Fees and Expenses pursuant to Section 6, below.

- 3.4. Public Authority shall respond to and be responsible for Freedom of Information Act requests relating to Public Authority's records, data, or other information.
- 3.5. Third-party product or service providers may require County to pass through to Public Authority certain terms and conditions contained in license agreements, vendor agreements, service agreements, acceptable use policies and similar terms of service or usage, in order to provide Administrative Support Services to Public Authority. Public Authority agrees to comply with these terms and conditions. Public Authority must follow the termination provisions of this Agreement if it determines that it cannot comply with any of the terms and conditions.

4. **REQUEST AND APPROVAL FOR ADMINISTRATIVE SUPPORT SERVICES.**

- 4.1. If Public Authority desires to receive Administrative Support Services, Public Authority shall submit to the BOC's Chief of Staff a completed (filled in) Administrative Support Services Job Order Sheet (attached as Addendum A to Exhibit I) that is signed by an authorized Public Authority Agent. Public Authority shall provide any clarifying information as requested by County to review and consider the job order request. Public Authority understands and agrees that its submission of an Administrative Support Services Job Order Sheet does not obligate County to perform such services and County shall only be obligated to perform the services described in the Administrative Support Services Job Order Sheet upon the execution (signature) and delivery of such Administrative Support Services Job Order Sheet by the BOC's Chief of Staff.
- 4.2. Upon receiving an Administrative Support Services Job Order Sheet, County shall respond to such request within a reasonable period of time by either requesting further information and/or revisions to the request, declining the request, or delivering to the Public Authority the Administrative Support Services Job Order Sheet that has been executed by the BOC's Chief of Staff.
- 4.3. Upon delivery by County of an Administrative Support Services Job Order Sheet that has been executed by both Parties, County shall provide the Administrative Support Services described in such Administrative Support Services Job Order Sheet and Public Authority shall take any actions and perform such obligations as necessary or appropriate for County to perform the services.
- 4.4. An Administrative Support Services Job Order Sheet executed by both Parties shall be deemed an addendum to this Agreement and the terms of which incorporated in this Agreement and shall not require an executed amendment to this Agreement.

5. **DURATION OF INTERLOCAL AGREEMENT.**

- 5.1. This Agreement and any amendments shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party except as otherwise specified below. The approval and terms of this Agreement and any amendments, except as specified below, shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State.
- 5.2. Notwithstanding Section 5.1, the Chairperson of the Oakland County Board of Commissioners is authorized to sign amendments to this Agreement to add Exhibits that were previously approved by the Board of Commissioners. An amendment signed by the Board Chairperson under this Section must be sent to the Election Division in the County Clerk's Office to be filed with the Agreement once it is signed by both Parties.

5.3. Unless extended by an amendment, this Agreement shall remain in effect for three (3) years from the date the Agreement is completely executed by all Parties or until cancelled or terminated by any of the Parties pursuant to the terms of the Agreement.

6. **PAYMENTS.**

- 6.1. Administrative Support Services shall be provided to Public Authority at the rates and for the charges specified in Exhibit I.
- 6.2. If County is legally obligated for any reason, e.g. subpoena, court order, or Freedom of Information Request, to search for, identify, produce or testify regarding Public Authority's records, data, or information that is stored by County relating to Administrative Support Services that Public Authority receives under this Agreement, then Public Authority shall reimburse County for all reasonable costs County incurs in searching for, identifying, producing or testifying regarding such records, data, or information. County may waive this requirement in its sole discretion.
- 6.3. County shall provide Public Authority with an invoice/explanation of County's costs for Administrative Support Services provided herein and/or a statement describing any amounts owed to County. Public Authority shall pay the full amount shown on any such invoice within sixty (60) calendar days after the date shown on any such invoice. Payment shall be sent along with a copy of the invoice to: Oakland County Treasurer – Cash Acctg, Bldg 12 E, 1200 N. Telegraph Road, Pontiac, MI 48341.
- 6.4. If Public Authority, for any reason, fails to pay County any monies when and as due under this Agreement, Public Authority agrees that unless expressly prohibited by law, County or the Oakland County Treasurer, at their sole option, shall be entitled to set off from any other Public Authority funds that are in County's possession for any reason, including but not limited to, the Oakland County Delinquent Tax Revolving Fund ("DTRF"), if applicable. Any setoff or retention of funds by County shall be deemed a voluntary assignment of the amount by Public Authority to County. Public Authority waives any Claims against County or its Officials for any acts related specifically to County's offsetting or retaining of such amounts. This paragraph shall not limit Public Authority's legal right to dispute whether the underlying amount retained by County was actually due and owing under this Agreement.
- 6.5. If County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay County any amounts due and owing County under this Agreement, County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to County under this Agreement. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.
- 6.6. Nothing in this Section shall operate to limit County's right to pursue or exercise any other legal rights or remedies under this Agreement or at law against Public Authority to secure payment of amounts due to County under this Agreement. The remedies in this Section shall be available to County on an ongoing and successive basis if Public Authority becomes delinquent in its payment. Notwithstanding any other term and condition in this Agreement, if County pursues any legal action in any court to secure its payment under this Agreement, Public Authority agrees to pay all costs and expenses, including attorney fees and court costs, incurred by County in the collection of any amount owed by Public Authority.
- 6.7. Either Party's decision to terminate and/or cancel this Agreement, or any one or more of the individual Administrative Support Services identified herein, shall not relieve Public Authority of any payment obligation for any Administrative Support Services rendered prior to the

effective date of any termination or cancellation of this Agreement. The provisions of this Section shall survive the termination, cancellation, and/or expiration of this Agreement.

7. **ASSURANCES.**

- 7.1. **Responsibility for Claims.** Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees arising under or related to this Agreement.
- 7.2. **Responsibility for Attorney Fees and Costs.** Except as provided for in Section 6.6, in any Claim that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees.
- 7.3. **No Indemnification.** Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.
- 7.4. **Costs, Fines, and Fees for Noncompliance.** Public Authority shall be solely responsible for all costs, fines and fees associated with any misuse of the Administrative Support Services and/or for noncompliance with this Agreement by Pubic Body Agents.
- 7.5. **Reservation of Rights.** This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.
- 7.6. **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.
- 7.7. **Compliance with Laws.** Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.

8. **USE OF CONFIDENTIAL INFORMATION**

- 8.1. The Parties shall not reproduce, provide, disclose, or give access to Confidential Information to County or to a Public Authority Agent not having a legitimate need to know the Confidential Information, or to any third-party. County and Public Authority Agents shall only use the Confidential Information for performance of this Agreement. Notwithstanding the foregoing, the Parties may disclose the Confidential Information if required by law, statute, or other legal process provided that the Party required to disclose the information: (i) provides prompt written notice of the impending disclosure to the other Party, (ii) provides reasonable assistance in opposing or limiting the disclosure, and (iii) makes only such disclosure as is compelled or required. This Agreement imposes no obligation upon the Parties with respect to any Confidential Information when it can established by legally sufficient evidence that the Confidential Information: (i) was in possession of or was known by prior to its receipt from the other Party, without any obligation to maintain its confidentiality; or (ii) was obtained from a third party having the right to disclose it, without an obligation to keep such information confidential.
- 8.2. Within five (5) business days after receiving a written request from the other Party, or upon termination of this Agreement, the receiving Party shall return or destroy all of the disclosing Party's Confidential Information.

9. **DISCLAIMER OF WARRANTIES.**

- 9.1. THE ADMINISTRATIVE SUPPORT SERVICES, INCLUDING ANY GOODS, PARTS, SUPPLIES, EQUIPMENT, OR OTHER ITEMS THAT ARE PROVIDED TO PUBLIC AUTHORITY BY COUNTY, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS "WITH ALL FAULTS."
- 9.2. COUNTY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON- INFRINGEMENT.
- 9.3. COUNTY MAKES NO WARRANTY THAT: (I) THE ADMINISTRATIVE SUPPORT SERVICES WILL MEET PUBLIC AUTHORITY'S REQUIREMENTS; OR (II) THE ADMINISTRATIVE SUPPORT SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

10. **LIMITATION OF LIABILITY.**

- 10.1. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, AND/OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT, REGARDLESS OF WHETHER THE OTHER PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.
- 10.2. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT AND TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF COUNTY UNDER THIS AGREEMENT (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT PAID BY PUBLIC AUTHORITY TO COUNTY WITH RESPECT TO THE PARTICULAR ADMINISTRATIVE SUPPORT SERVICE GIVING RISE TO SUCH LIABILITY.

11. **DISPUTE RESOLUTION.** All disputes relating to the execution, interpretation, performance, or nonperformance of this Agreement involving or affecting the Parties may first be submitted to BOC's Chief of Staff and Public Authority's Points of Contact for possible resolution. The BOC's Chief of Staff and Public Authority's Points of Contact may promptly meet and confer in an effort to resolve such dispute. If they cannot resolve the dispute in five (5) business days, the dispute may be submitted to the signatories of this Agreement or their successors in office. The signatories of this Agreement may meet promptly and confer in an effort to resolve such dispute.

12. **TERMINATION OR CANCELLATION OF AGREEMENT.**

- 12.1. Either Party may terminate or cancel this entire Agreement or any one of the Administrative Support Services described in the attached Exhibit, upon thirty (30) days written notice, if either Party decided, in its sole discretion, to terminate this Agreement for any reason, including convenience.
- 12.2. Early termination fees may apply to Public Authority if provided for in the Exhibit.
- 12.3. The effective date of termination and/or cancellation shall be clearly stated in the written notice. The BOC's Chief of Staff is authorized to terminate this Agreement for County under this provision.

13. **SUSPENSION OF SERVICES.** County, through the BOC's Chief of Staff, may immediately suspend Administrative Support Services for any of the following reasons: (i) requests by law enforcement or other governmental agencies; (ii) engagement by Public Authority in fraudulent or illegal activities relating to the Administrative Support Services provided herein; (iii) breach of the terms

and conditions of this Agreement; or (iv) unexpected technical or security issues. The right to suspend Administrative Support Services is in addition to the right to terminate or cancel this Agreement according to the provisions in Section 12. County shall not incur any penalty, expense or liability if Administrative Support Services are suspended under this Section.

14. **DELEGATION OR ASSIGNMENT.** Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party.
15. **NO EMPLOYEE-EMPLOYER RELATIONSHIP.** Nothing in this Agreement shall be construed as creating an employee-employer relationship between County and Public Authority. At all times and for all purposes under this Agreement, the Parties' relationship to each other is that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, agents, and servants during the term of this Agreement. No liability, right or benefits arising out of an employer/employee relationship, either express or implied, shall arise or accrue to either Party as a result of this Agreement.
16. **NO THIRD-PARTY BENEFICIARIES.** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.
17. **NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
18. **SEVERABILITY.** If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.
19. **PRECEDENCE OF DOCUMENTS.** In the event of a conflict between the terms and conditions of any of the documents that comprise this Agreement, the terms in the Agreement shall prevail and take precedence over any allegedly conflicting terms and conditions in the Exhibit or other documents that comprise this Agreement.
20. **CAPTIONS.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
21. **FORCE MAJEURE.** Notwithstanding any other term or provision of this Agreement, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, other labor difficulties, or any law, order, regulation, direction, action, or request of the United States government or of any other government. Reasonable notice shall be given to the affected Party of any such event.

22. **NOTICES.** Except as otherwise provided in the Exhibits, notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing first class or certified U.S. mail.
- 22.1. If Notice is sent to County, it shall be addressed and sent to: the Chief of Staff of the Oakland County Board of Commissioners, 1200 N. Telegraph Road, Pontiac, MI 48341, and the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, Michigan 48341.
- 22.2. If Notice is sent to Public Authority, it shall be addressed to address set forth in the first paragraph of this Agreement.
- 22.3. Either Party may change the individual to whom Notice is sent and/or the mailing address by notifying the other Party in writing of the change.
23. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th 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 or court rule, venue is proper in the courts set forth above.
24. **SURVIVAL OF TERMS.** The following terms and conditions shall survive and continue in full force beyond the termination or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their nature: Definitions (Section 1); Assurances (Section 7); Use of Confidential Information (Section 8); Disclaimer of Warranties (Section 9); Limitation of Liability (Section 10); Dispute Resolution (Section 11); No Employee-Employer Relationship (Section 15); No Third-Party Beneficiaries (Section 16); No Implied Waiver (Section 17); Severability (Section 18); Precedence of Documents (Section 19); Force Majeure (Section 21); Governing Law/Consent to Jurisdiction and Venue (Section 23); Survival of Terms (Section 24); Entire Agreement (Section 25).
25. **ENTIRE AGREEMENT.**
- 25.1. This Agreement represents the entire agreement and understanding between the Parties regarding the specific Administrative Support Services described in the attached Exhibits. With regard to those Administrative Support Services, this Agreement supersedes all other oral or written agreements between the Parties.
- 25.2. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

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

EXECUTED: _____

DATE: _____

_____, Chairperson
Oakland County Public Transportation Authority

WITNESSED: _____ DATE: _____
_____, Secretary
Oakland County Public Transportation Authority

AGREEMENT
ADMINISTRATOR: _____ DATE: _____
(IF APPLICABLE)

IN WITNESS WHEREOF, David 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 Woodward, Chairperson
Oakland County Board of Commissioners

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

EXHIBIT I

ADMINISTRATIVE SUPPORT SERVICES

INTRODUCTION

The administrative staff (herein “BOC Staff”) for the Oakland County Board of Commissioners (“BOC”) performs Administrative Support Services (defined below) for the BOC. Public Authority has a need for and would like BOC Staff to perform some or all of Administrative Support Services for Public Authority. BOC Staff is willing to perform the Administrative Support Services for Public Authority in accordance with the Agreement and this Exhibit.

“Administrative Support Services” means any or all of the following: recording and transcription of the official proceedings of meetings; collecting agenda data, distributing the agenda and assuring proper distribution of items to other committees or agencies for action and/or conclusion; providing clerical and research support for the Public Authority.

1. OAKLAND COUNTY RESPONSIBILITIES.

- 1.1. County will provide Public Authority with the Administrative Support Services described on the Administrative Support Services Job Order Sheet, which is attached and incorporated into this Exhibit as Addendum A, that has been signed by both Parties. County will perform the Administrative Support Services during County’s normal business hours.
- 1.2. County will provide Public Authority with an invoice/explanation of the amount that Public Authority owes County for the Administrative Support Services job order based on the rates and fees provided in this Exhibit.
- 1.3. County may periodically change the rates and fees for Administrative Support Services. County will provide Public Authority with advance written notice and the effective date of any changes to the rates and fees for Administrative Support Services. Any changes to rates and fees for Administrative Support Services will be effective on the date stated in County’s notice.

2. PUBLIC AUTHORITY RESPONSIBILITIES.

- 2.1. Public Authority shall describe the Administrative Support Services that it requests County to perform by providing County with a completed Administrative Support Services Job Order Sheet (Addendum A) for each Administrative Support Services job order. The Administrative Support Services Job Order Sheet (Addendum A) that is submitted to County must be approved and signed by a Public Authority Agent that is authorized to legally bind Public Authority and submit the Administrative Support Services job order to County.
- 2.2. Public Authority shall deliver all materials necessary for County to perform the Administrative Support Services to the Chief of Staff of the Oakland County Board of Commissioners, 1200 N. Telegraph Road, Pontiac, MI 48341.

- 2.3. Public Authority shall provide County with all necessary information for County to perform the Administrative Support Services.
- 2.4. Public Authority shall pay County for all Administrative Support Services that County performs for Public Authority as stated on an invoice that County provides to Public Authority.
- 2.5. Public Authority shall only request Administrative Support Services for official Public Authority government purposes.
- 2.6. Public Authority understands and acknowledges that County will prioritize performing Administrative Support Services for County over Public Authority. However, County will make a reasonable effort to timely perform Administrative Support Services for Public Authority.
- 2.7. Public Authority is not obligated to exclusively use the Administrative Support Services provided by County. Public Authority may have services performed by entities other than County.
- 2.8. At County's request and Public Authority's sole cost, Public Authority shall promptly remove any and all materials related to the Administrative Support Services from County property.

3. **RATES AND FEES.**

- 3.1. The County will provide the Administrative Support Services agreed to in the attached Addendum A - Administrative Support Services Job Order Sheet to Public Authority for the following rates:
 - 3.1.1. From January 1, 2022, to December 31, 2022, the rate of fifty-two dollars per hour (\$52/hour) for each applicable BOC Staff person.
 - 3.1.2. From January 1, 2023, to December 31, 2023, the rate of fifty-four dollars per hour (\$54/hour) for each applicable BOC Staff person.
 - 3.1.3. From January 1, 2024, to December 31, 2024, the rate of fifty-six dollars per hour (\$56/hour) for each applicable BOC Staff person.

ADDENDUM A
ADMINISTRATIVE SUPPORT SERVICES
JOB ORDER SHEET

Name of Public Authority ("Public Authority"): Oakland County Public Transportation Authority
Name of Public Authority Agent: _____, Chairperson
Mailing Address: 1200 North Telegraph Road, Pontiac, Michigan 48341
Phone Number: (248)858-0100
E-Mail Address: _____

DESCRIPTION OF JOB ORDER:

Meeting Coordination	
	Recording and transcription of the official proceedings of meetings;
3-5 regular meetings per year	Collecting agenda data, distributing the agenda and assuring proper distribution of items to other committees or agencies for action and/or conclusion;
	Providing clerical and research support
Special Project Facilitation	
	Special Research
1-2 per yr.	Special Reports
	Other Projects
Other Administrative Services and Supplies	
	Printing
As needed	Postage mailing
	Office materials - envelopes

THIS JOB ORDER WILL APPLY TO THE FOLLOWING TIME PERIOD:

January 1, 2022 - December 31, 2024

Public Authority:

By signing below, I agree that I have been authorized by the Public Authority listed above to submit this Administrative Support Services job order on its behalf to County and to legally bind Public Authority for the payment obligations arising from the Administrative Support Services.

Signature: _____

Job Title: Chairperson, OC Public Transportation Authority

Printed Name: _____

Date: _____

Oakland County:

By signing below, I agree that I have been authorized by the County to bind County to perform the Administrative Support Services job order described above for the time period provided above.

Signature: _____

Job Title: Chief of Staff, Oakland County Board of Commissioners

Printed Name: Patti Dib

Date: _____

**Oakland County
Public Transportation Authority
FY 2021-2022**

	FY 2021-2022 Budget	FY 2021-2022 Proposed Budget
<u>Revenue</u>		
Annual Contributions	40,000.00	40,000.00
Total Revenue	<u>40,000.00</u>	<u>40,000.00</u>
<u>Expenditures</u>		
Legal Expense	14,000.00	14,000.00
Accounting Expenses	2,500.00	2,500.00
BOC Admin Services	-	3,000.00
Insurance	4,000.00	4,000.00
Audit	6,500.00	6,500.00
Membership Dues	1,600.00	1,600.00
Travel & Meetings	5,900.00	5,900.00
Miscellaneous	<u>5,500.00</u>	<u>2,500.00</u>
Total Expenditures	<u>40,000.00</u>	<u>40,000.00</u>