

First Amended and Restated Intergovernmental Contracted Services Agreement

between

**The Charter Township of Orion
The Charter Township of Oxford
The Township of Addison**

and

The North Oakland Transportation Authority

WHEREAS the Charter Township of Orion, a Michigan municipal corporation (“Orion”), the Charter Township of Oxford, a Michigan municipal corporation (“Oxford”), the Township of Addison, a Michigan municipal corporation (“Addison”) (referred to as “Contracting Governments”) and the North Oakland Transportation Authority, Inc. (“NOTA”), a Michigan non-profit corporation, entered into an Intergovernmental Agreement (“Agreement”) on March 30, 2018 for the provision of transportation services in the municipalities; and

WHEREAS, the Agreement was for the provision of transportation services in the municipalities for all persons classified as being a resident of Orion Township, Oxford Township or Addison Township being age 60 or over, disabled, or low income qualified residents who meet the low income standards of up to 150% of the poverty guidelines as set annually by the health and human standards or are classified as limited clientele or entitled to presumed benefits under Federal Community Development Block Grant (CDBG) regulations for all persons qualifying for Temporary Assistance to Needy Families (TANF) in accordance with State of Michigan funding, available through the Michigan Department of Transportation (MDOT) for disabled persons, and for any and all other persons the participating municipalities deemed appropriate; and

WHEREAS, The Michigan Constitution of 1963, Article 7, Section 28, permits a political subdivision to exercise jointly with any other political subdivision any power, privilege, or authority which such political subdivisions share in common with each other and which each might lawfully exercise separately; and

WHEREAS, one lawful mechanism to join political subdivisions to allow for the parties to exercise a power jointly is by Interlocal Agreement; and

WHEREAS, the Urban Cooperation Act of 1967, Act 7 of 1967, being MCL 124.501 et. seq. (“Act”), provides the legal process and the authorization for an Interlocal Agreement in Michigan; and

WHEREAS, the Act defines “Interlocal Agreement” at MCL 124.502(a) and that definition is adopted in full by reference herein; and

WHEREAS, each unit of government participating in this Interlocal Agreement is a local unit of government as defined in the Act at MCL 124.502(b); and

WHEREAS, each unit of government participating in this Interlocal Agreement is a “Public Agency” as defined in the Act at MCL 124.502(e); and

WHEREAS, under the Act, a Public Agency may exercise jointly with another Public Agency, any power, privilege, or authority that the participating Public Agencies share in common and that each participating Public Agency might exercise separately; and

WHEREAS, under the Act, a joint exercise of power under the Act shall be made by a contract in the form of an Interlocal Agreement that is otherwise consistent with the requirements under the Act; and

WHEREAS, the participating units of government named herein now wish to approve, adopt and become parties to this Agreement in the form of an Interlocal Agreement consistent with the rights set forth in the Act and the terms and provisions set forth in this Agreement. Each participating unit of government herein agrees that a decision to

enter into this Agreement shall be by a majority vote of that unit of government's legislative body with a public hearing under MCL 124.505a(3) of the Act consistent with the Open Meetings Act; and

WHEREAS the Contracting Governments anticipated the Townships adequately represent the Villages contained within their boundaries for the purposes of this Agreement; and

WHEREAS, the Contracting Governments expect the participation of the Village of Leonard, the Village of Lake Orion, and the Village of Oxford in this Agreement to the limited extent that the Villages of Leonard, Lake Orion, and Oxford plan to contribute their Suburban Mobility Authority for Regional Transportation (SMART) municipal credits to the NOTA Transportation Fund defined under Section VII of this Agreement and to provide representatives for the NOTA Governing Board; and

WHEREAS the Contracting Governments agree to contribute to the NOTA Transportation Fund as well as Suburban Mobility Authority for Regional Transportation (SMART) municipal credits making transportation available to eligible persons described above as set forth below; and

WHEREAS the Agreement provided the term of the Agreement was for eight (8) years which term ends on December 31, 2025; and

WHEREAS the Agreement provides that the Contracting Governments may, at the time for expiration of the Agreement, agree in writing to extend the term of it; and

WHEREAS Oakland County passed a ten (10) year Transit Millage running from 2022 through 2032; and

WHEREAS Oakland County has contracted with NOTA to provide transportation services to all residents in Orion, Oxford, and Addison Townships along with Independence, Springfield, and Brandon Townships, and the City of the Village of Clarkston, which increases the service area for transportation services being provided by NOTA; and

WHEREAS the Contracting Governments and NOTA desire to amend and restate the Agreement for an additional eight (8) year term and provide changes and modifications to the Agreement as set forth herein.

NOW THEREFORE, the Contracting Governments and NOTA agree to this First Amended and Restated Intergovernmental Services Agreement ("First Amended Agreement) and the Village of Leonard, the Village of Lake Orion and the Village of Oxford agree to participate in this Intergovernmental Contracted Services Agreement with NOTA to the extent described below along with all the terms and conditions set forth below:

I. PURPOSE

To provide transportation services for Eligible Persons in the Service Area.

II. DEFINITIONS

A. CDBG – Community Development Block Grant (a Federal Program).

B. Contracting Governments – Township of Addison, Charter Township of Orion, and Charter Township of Oxford.

C. "Cumulative Historical Contributions" means the documented cash contributions, documented municipal in-kind contributions, identified SMART credits applied on behalf of a Contracting Government, and capital asset contributions (including vehicles) made by a Contracting Government.

D. Eligible Persons – all residents of Orion, Oxford or Addison, Independence, Springfield and Brandon

Townships, and the City of the Village of Clarkston for transportation services. Notwithstanding eligibility, priority of shall be given to those residents that are either persons with disabilities, aged 55 or over, persons classified as having low or moderate income, classified as limited clientele or entitled to presumed benefits under Federal Community Development Block Grant regulations, for all persons qualifying for Temporary Assistance to Needy Families (TANF) in accordance with State of Michigan guidelines for grant funding available through the Michigan Department of Transportation (MDOT), , veterans, for other transit-dependent persons and for any and all other persons the Contracting Governments deem appropriate with trip fulfillment at the discretion of NOTA, and subject to NOTA's capacity to accommodate trips. NOTA shall not change trip priority rules or materially reduce service to the Contracting Governments that would reduce service below historical average levels without 90 days' written notice to the affected Contracting Governments and the written approval of those Contracting Governments.

- E. Participating Governments – Township of Addison, Charter Township of Orion and Charter Township of Oxford including the Villages of Leonard, Lake Orion, and Oxford.
- F. County Millage Governments- Township of Independence, Township of Springfield, Township of Brandon, and the City of the Village of Clarkston.
- G. Service Area – the area in which the users of the Transportation System must live in order to receive service and is defined by the boundaries of Addison, Orion and Oxford, Independence, Springfield and Brandon Townships and the incorporated areas of those Townships, and the boundaries of the City of Village of Clarkston and, as capacity allows residents of bordering Oakland County communities, coordinating transfers with partner providers (including but not limited to WOTA, OPC, SMART) and those areas as may be provided by separate contract with non-participating governments pursuant to the approval of the Contracting Governments.
- H. Transportation Service – the transportation service created by this Agreement.

III. GOVERNING BODY COMPOSITION

- A. The governing body of the North Oakland Transportation Authority (NOTA) shall be the NOTA Board.
- B. The NOTA Board shall be composed as follows:
 - 1. Nine members shall consist of members of the Township Boards and Village Councils of the Participating Governments, respectively “Governmental Members”. The Townships of Addison, Orion, and Oxford – two (2) members each. The Villages of Leonard, Lake Orion and Oxford – one (1) member each.
 - 2. The Governmental Members of the NOTA Board shall be appointed by the respective legislative body of each of the Participating Governments for four-year terms for Township Members and two-year terms for Village Members following the election for said Township and Village officials. Each Governmental Member shall serve at the pleasure of the appointing legislative body and may be removed for cause by that legislative body. The Participating Governments shall also appoint Alternate Governmental Members. Such Members appointed pursuant to this Section may serve as a voting Governmental Member at any time the primary Governmental Member is absent or when a vacancy exists in their seat on the Board.
 - 3. In the event of a vacancy in one of the seats allocated to a Governmental Member on the NOTA Board, the legislative body of the Participating Government selecting such Member shall fill the vacancy for the unexpired term.

4. Once the nine Governmental Members have been appointed, they may appoint up to three (3) additional voting members of the NOTA Board (“Non-Governmental Members”). Each Non-Governmental Member shall serve for a term of one (1) year which may be renewed at the discretion of the Governmental Members.
 5. The Governmental Members and the Non-Governmental Members shall together compose the entire NOTA Board.
 6. The NOTA Board may appoint any number of non-voting Advisory Members.
- C. Within thirty (30) days after each Participating Government signs this Agreement, each Participating Government shall select its representatives on the NOTA Board to serve for the terms provided above.

IV. NOTA OFFICERS

- A. The Chairperson of the NOTA Board shall be the presiding officer. Except as otherwise provided, the Chairperson shall not have any executive or administrative functions other than as a member of the NOTA Board.
- B. The Vice-Chairperson shall perform the duties of the Chairperson in the absence or disability of the Chairperson. The Vice-Chairperson shall have such other powers and perform such other duties as may be prescribed by the Board or by the NOTA Bylaws.
- C. The Secretary shall keep or cause to be kept a book of minutes as the principal office of NOTA or such other place as the Board may order. The minutes shall contain the proceedings of all meetings of the Board with the time and place of holding whether regular or special, and if special, how authorized, the notice given, the names of those present at the Board meetings and the proceedings.

The Secretary shall give or cause to be given notice of all meetings of the Board required by the NOTA Bylaws or by law to be given. The Secretary shall have such other powers and perform such other duties as may be prescribed by the Board or by the NOTA Bylaws. The Secretary shall perform the duties of the Chairperson in the absence or disability of both the Chairperson and the Vice-Chairperson.

- D. The Treasurer shall keep or cause to be kept all financial records at the principal office of NOTA or such other place as the Board may order. The Treasurer shall make regular reports of the receipt and disbursement of all funds and the financial status of NOTA and cause the books and records of NOTA to be audited on an annual basis. The Treasurer shall have such other powers and perform such other duties as may be prescribed by the Board or by the NOTA Bylaws.
- E. In the case of temporary absence or disability of any officer, the Board may appoint another member to act in his or her stead.
- F. The officers of the NOTA Board shall have such powers and duties as conferred by the NOTA Board.

V. NOTA BOARD MEETINGS

- A. If the NOTA Board elects to have regular meetings, these meetings shall be held at such time and place as shall be prescribed by resolution of the NOTA Board and in accordance with the Open Meetings Act, being Act 267, Public Acts of 1976, as amended.
- B. The NOTA Board shall meet as necessary but not less than six (6) times a year with the date, place and time of each meeting pre-determined by the Board and sent out in written form as may be approved by the Board to ensure proper notification.

- C. At each organizational meeting, held every two (2) years in December of even-numbered years, the NOTA Board shall elect a Chairperson, Vice-Chairperson, Secretary and Treasurer who shall be members of the NOTA Board. These officers shall serve until the next organizational meeting or until their respective successors shall be selected and qualify.
- D. Special meetings may be called by the Chairperson or any two (2) voting members by serving written notice at least eighteen (18) hours in advance of the time, place and purpose of the special meeting to each member of the Board.
- E. Each voting NOTA Board member shall have one (1) vote.
- F. At all meetings, the Board shall act by motion or resolution. For the passage of any resolution including the execution of any contract, there shall be required a majority vote of all the members of the Board. For all other matters, a vote of a majority of the members present at any meeting at which a quorum is present shall be sufficient for passage.
- G. The NOTA Board shall keep a record of its minutes which shall be signed by the Secretary. All votes concerning financial matters and resolutions of the Board shall be conducted by roll call vote. All other votes shall be “yeas” and “nays” except that where the vote is unanimous, it shall only be necessary to so state.

VI. **SPECIFIC POWERS OF NOTA BOARD**

The NOTA Board shall have the following specific powers:

- A. The NOTA Board shall have such powers, responsibilities, duties and limitations as specified in NOTA’s Articles of Incorporation and Bylaws governing the procedures and affairs of the transportation service which are not in conflict with the terms of this Agreement and subject to any applicable laws, regulations and/or grant restrictions.
- B. The NOTA Board may hire a Director to manage the day-to-day affairs of NOTA on behalf of the Board, and who shall have such duties and responsibilities as designated by the Board.
- C. The NOTA Board shall prepare, approve and submit to the Contracting Governments for approval an annual budget covering the proposed expenditures to be made for operating the transportation services and the allocation of each Participating Government’s funds in order to meet that budget for the next fiscal year.
- D. The Budget shall contain an allocation for petty cash and minor expenditures above other contemplated expenditures. The Treasurer, Chairperson, Vice-Chairperson, and Executive Director shall have the authority to authorize minor expenditures with a dollar limit on expenditures as set by the Board. Such expenditures shall be done on NOTA credit or will be reimbursed to the payer upon providing a receipt or bill for the item or service. All bills shall be itemized and approved by the Board at a regular meeting.
- E. In extraordinary circumstances or emergency situations, the NOTA Board shall have the ability to apply to the Participating Governments for additional monies to be contributed to the NOTA Transportation Fund defined in Section VII. This sub-section in no way obligates the Participating Governments to transfer additional monies to NOTA above their yearly obligation described in Section VII A without the approval of each Participating Government.
- F. The NOTA Board is without authority or power to commit any Contracting Government to any transportation service or other obligation which would incur a debt and/or other financial responsibility beyond that provided for in the budget approved pursuant to Section VI C without the authorization of

each Contracting Government.

- G. The NOTA Board shall have the right to establish rules, procedures and regulations for the use of any service provided by this Agreement, provided, however, that if the service is located exclusively within the jurisdiction of one of the Participating Governments, then such rules and regulations shall not become effective unless approved by the legislative body of said Participating Government.
- H. Services provided on a contractual basis to a non-Participating Government shall be governed by agreed upon terms within such a contract subject to mutually agreed upon charges as may be approved by the NOTA Board and the Contracting Governments.
- I. The NOTA Board shall have the responsibility to manage all transportation funds including the investment of funds not needed for immediate use, and to hire and dismiss employees including drivers, dispatchers as determined by the NOTA Board.
- J. The NOTA Board shall have all such other powers as will be necessary to accomplish the duties contained within this Agreement and to conduct the business of the transportation service.

VII. FUNDING

- A. Contributions to the NOTA Transportation Fund by the Participating Governments shall be suspended for such time as the County Millage is in place unless otherwise agreed to in writing by each Participating Government by separate agreement which shall state the amount and types of each Participating Governments contribution amount. Notwithstanding any suspension of periodic contributions while the County Millage is in place, the determination of each Contracting Government's proportional share for purposes of asset distribution, allocation on dissolution, or other retrospective adjustments shall be based on Cumulative Historical Contributions made by the Contracting Governments to date, unless otherwise agreed in writing by the affected Contracting Governments. For avoidance of doubt, Cumulative Historical Contributions shall be supported by NOTA's audited financial statements as described in Section VII.C.

1. The Contracting Governments shall contribute to the NOTA Transportation Fund ("Fund") the following:
 - a. A portion of all Community Development Block Grant ("CDBD") funds available to provide transportation services to eligible persons.
 - b. Transportation-to-Work and/or TANF grant funds available to provide transportation services to eligible persons.
 - c. SMART Municipal Credit Funds.
 - d. Other available grant funds that provide transportation services to eligible persons.
 - e. General fund monies from each Contracting Government in an amount approved by each Contracting Government to provide transportation services to eligible persons.
2. The NOTA operating budget for the coming year shall then be allocated based on these two percentages.
3. The calculation and operating budget allocation shall be done by August each year and presented to the NOTA Board for approval at the next meeting. The approved budget allocation figures shall be forwarded to the Contracting Governments no later than September 22 of each year.

4. The Villages of Leonard, Lake Orion and Oxford and the County Millage Governments, in order to participate in the transportation services available under this Agreement, shall contribute SMART Municipal Credits and may also contribute additional funds as determined by each Village government and each County Millage Government to the NOTA Transportation Fund.
 5. Millage Revenue dedicated to NOTA received from local millage elections.
- B. This Fund shall be managed by the NOTA Board. The monies contributed to this Fund shall pay for maintenance, insurance, fuel, wages, purchase of additional transportation vehicles, dispatching costs, other operating and administrative costs of the transportation service and other operational, administrative and other general costs of the NOTA Board.
 - C. The monies contributed to this Fund shall be deposited into a financial institution(s) of the Treasurer's choosing subject to NOTA board prior approval. All withdrawals from this Fund will require the signatures of two (2) members the NOTA Board as designated by the Board or the Executive Director of NOTA and one (1) member the NOTA Board as designated by the Board.
 - D. NOTA may proceed to obtain and use state, federal and private grants and other donations available to it as well as monies received from contracts for transportation services as long as the grant and other donations or contracts or limitations or restrictions thereon do not conflict with the other provisions of this Agreement or the constitutional or statutory limitation of the Participating Governments.

VIII. **PROPERTY ACQUISITION**

- A. Any purchase of equipment to be used for Transportation Service for those Eligible Persons for whom CDBG funding is available shall be made in accordance with the bid procedures adopted by the Contracting Governments according to regulations at 24 CFR 85.36, entitled "Administrative Requirements for the Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments". If the Contracting Governments' procedures conflict with 24 CFR 85.36 in any way, the procedures set forth in the CFR shall be followed. All applicable Federal, State and local laws, regulations, rules, policies and procedures shall be adhered to, as each funding source requires.

IX. **VEHICLES**

- A. NOTA will carry all applicable insurance costs including liability associated with injuries to persons or property which could result from the use of each van in the amount of Five Million Dollars (\$5,000,000.00) per occurrence and a Ten Million Dollar (\$10,000,000) Excess/Umbrella policy along with any required endorsements as may be required by the terms of any grant program or contract.
- B. When NOTA determines that a vehicle, purchased in with Section VIII may no longer be used for transportation services under this contract, the vehicle shall be disposed according to the appropriate rules and/or regulation that is applied by the funding source.

X. **VEHICLE SERVICE RESTRICTIONS**

- A. Any **vehicle** purchased with CDBG program funds (in accordance with Section VIII A) shall only be used to provide transportation service for persons classified as having low or moderate income, classified as limited clientele or entitled to presumed benefits under Federal CDBG regulations. This restriction shall only apply to the vehicle purchased with CDBG program funds or other vehicles purchased with CDBG program funds. (This section mandated by CDBG program.)
 1. In order to ensure that the service is used by persons classified as having low or moderate income, classified as limited clientele or entitled to presumed benefits under Federal CDBG regulations, the van shall contain a sign-in sheet for all users to enter their name, whether they are a senior citizen or

disabled, and address. NOTA may adopt additional procedures in order to ensure that those being served by vehicles being purchased with CDBG program funds are persons classified as having low or moderate income, classified as limited clientele or entitled to presumed benefits under Federal CDBG regulations. (This section is mandated by CDBG program.)

2. NOTA, with the approval of the Contracting Governments, may refund the CDBG portion of the current fair market value of the van to the CDBG program in order to expand service to other individuals besides those persons classified as having low or moderate income, classified as limited clientele or entitled to presumed benefits under Federal CDBG regulations. (This section is mandated by CDBG program.)
- B. Any vans purchased in accordance with Transportation-to-Work Contract funds (in accordance with Section VIII B) shall only be utilized to provide transportation service to TANF recipients and other transit-dependent individuals in accordance with the appropriate Sections and Attachments of the Transportation-to-Work Contract.
 - C. Any vehicle not purchased with CDBG funding or with Transportation-to-Work Contract funds need not comply with the service restrictions set forth in this Section.
 - D. NOTA, per the NOTA Board, may charge fees for the transportation service; however, no fee shall be set so as to prevent low-income and targeted users from using the service. The fee charged shall not provide a profit to NOTA or to the Participating Governments.

XI. STORAGE AND SECURITY OF VEHICLES

- A. Vehicles purchased according to the provisions set forth in Section VIII shall be stored in a place designated by NOTA.,
- B. NOTA may adopt such additional procedures it determines necessary to ensure the safety and security of the transportation vehicles.

XII. MUTUAL OBLIGATION

The Participating Governments agree to follow all regulations set forth in the Americans with Disabilities Act of 1991 (ADA) and any subsequent amendments. NOTA will operate the transportation services in accordance with ADA guidelines.

XIII. TERM AND TERMINATION, EXTENSION, WITHDRAWAL OF GOVERNMENTS

- A. The term of this First Amended Agreement is for an eight (8) year period commencing on _____, (“Effective Date”) through December 31, 2033. A Contracting Government may not withdraw before the end of a current fiscal year of NOTA for which NOTA has an approved budget. Notice of withdrawal should occur at least ninety (90) days before the end of NOTA’s then current fiscal year. The Village of Leonard, the Village of Lake Orion, and/or the Village of Oxford may decline representation on the NOTA Board with ninety (90) days notice to the other Participating Governments.
- B. This Agreement shall be reviewed by members of the NOTA Board in December of even-numbers years to ensure it continues to meet the needs of the Participating Governments or the next regularly scheduled meeting.
- C. In the event that one of the Participating Governments withdraws pursuant to this Section XIV, the Contracting Governments shall amend this Agreement as appropriate to reconfigure the composite membership of the NOTA Board and reallocate the obligations under this Agreement to reflect the

withdrawal of this Participating Government.

- D. In the event one of the Contracting Governments withdraws pursuant to this Section XIV, then residents of that Contracting Government shall no longer be eligible to receive transportation services from NOTA. However, residents of that Contracting Government who are clients of an organization that provides funding to NOTA shall be eligible to receive transportation services as long as that funding remains.
- E. If additional municipalities join this Agreement their representation on the NOTA Board shall be as follows: Township – two (2) members; Villages – one (1) member. In order to maintain representation, a Participating Government must contribute funds to the NOTA budget as determined by the adopted funding formula.
- F. The Contracting Governments and Participating Governments may, at the time for expiration of this Agreement, agree in writing to extend the term of it.

XIV. DISSOLUTION OF NOTA AND DISTRIBUTION OF ASSETS

- A. In the event enough of the Contracting Governments withdraw from NOTA pursuant to Section XIV so that NOTA is not able to be a viable entity, the vehicles of NOTA shall be distributed as follows:
 - 1. Any vehicles obtained through a grant of any type shall be returned to the granting organization. The remaining vehicle, if any, shall be allocated to the Contracting Governments in the same proportion as the most recent funding allocation.
 - 2. If the proportioning results in partial vans, the Contracting Governments may agree among themselves on how to allocate those vans, or the Contracting Governments may agree to sell those vans and apportion the results funds.
 - 3. For purposes of Sections XIV.A and XIV.B, distribution of vehicles, proceeds or remaining funds shall be made in accordance with each Contracting Government's Cumulative Historical Contributions, except for grant-restricted assets which shall be handled per the applicable grant terms and Oakland County provided assets.
- B. In the event of dissolution of NOTA, the Contracting Governments shall set aside sufficient funds to pay all employees the monies due them as well as any outstanding debts. The remaining funds, if any, shall be returned to the Contracting Governments in the same proportion as the most recent funding allocation.
- C. The NOTA Board shall give notice to the Participating Governments and to all funding agencies and to clients of the intention to dissolve. Such notice shall be given at least sixty (60) days before NOTA is dissolved.

XV. LIMITATION OF LIABILITY

The Contracting Governments (Addison Township, Orion Township and Oxford Township) and NOTA agree to indemnify, defend and save harmless each other, their supervisors and Board, officials, officers, employees, individually and collectively from all losses, claims, suits, demands, expenses, subrogation, attorney's fees or actions of any kind and nature arising or alleged to have arisen out of the breach of the duties of the respective Townships and/or NOTA to be performed hereunder to the extent not otherwise covered by insurance.

XVI. QUORUM

At least a majority of the members of the NOTA Board with a minimum of one (1) elected representative from each Township member shall be required for a quorum.

XVII. MISCELLANEOUS PROVISIONS

- A. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed to the following:

Supervisor
Addison Township
1440 Rochester Road
Leonard, MI 48367

Supervisor
Charter Township of Orion
2323 Joslyn Road
Lake Orion, MI 48360

Supervisor
Charter Township of Oxford
300 Dunlap Road
Oxford, MI 48371

Director
North Oakland Transportation Authority
675 S. Glaspie Street
Oxford, MI 48371

or such other address as any party shall designate by written notice.

- B. If one of the Participating Governments has an issue or complaint that has not been or cannot be resolved through the administrative channels, that Government may bring that issue or complaint before the NOTA Board for resolution. The NOTA Board shall work with the Participating Government and other parties as necessary to develop an appropriate resolution process, such as a corrective action plan, with acceptable and mutually agreeable timeframes to accomplish said correction action.
- C. The omission of the performance or failure to render any services contemplated by this Agreement because of an act of God, inevitable accident, fire, lockout, strike or other labor dispute, riot or civil commotion, act of public enemy enactment, rule or act of government or governmental instrument or instrumentality (whether Federal or State), failure of equipment or facilities not due to inadequate maintenance shall not constitute a breach of this Agreement or failure of performance by the Contracting Governments or NOTA; provided however, that they shall not be obligated to make payment to NOTA with respect to any services not actually rendered by NOTA due to any cause contemplated in this paragraph.
- D. If any term or provision of the Agreement shall to any extent be held invalid or unenforceable by a Court of competent jurisdiction it shall be severable and the remaining terms of this Agreement shall not be affected and shall be fully enforceable.
- E. This Agreement and all obligations upon the parties arising there from shall be subject to all budget laws and other state and local laws and regulations.
- F. Upon and after its effective date, this Agreement shall supersede all prior intergovernmental agreements between the Contracting Governments on the same subject.
- G. This Agreement may be modified only by resolution adopted by the governing body of each Contracting Government. Such amendments shall take effect immediately after adoption by all Contracting Governments.
- H. The parties hereby agree that this written Agreement constitutes the complete Agreement.
- I. The Contracting Governments and NOTA shall endeavor to keep themselves fully informed of all

existing and future Federal, State, and local laws, ordinances and regulations that may in any manner affect the fulfillment of this Agreement and to keep each other fully informed on these matters. Neither the Contracting Governments nor NOTA shall assign any rights acquired hereby nor mortgage this Agreement without first obtaining the written consent of the other parties which may be withheld for good cause stated.

XVIII. ADDING GOVERNMENTAL MEMBERS

- A. This Agreement may be modified at any time so as to permit any city, village, township or charter township to become a member of the NOTA Board if such modification is adopted by resolution of the governing body of each such municipality proposing to become a member, and if such modification is adopted by resolution of the governing body of each Contracting Government.
- B. If a municipality, pursuant to Paragraph A of this Article becomes a voting member of the NOTA Board, that municipality shall be obligated to pay for its proportionate share of the NOTA Transportation Fund described in Section VII to include the costs of service expansion to that municipality. The joining municipality's proportionate share may also be partially made in NOTA-designated improvements to the system.

XIX. AMENDMENTS

This First Amended Agreement may be amended by the written approval of the governing body of each Participating Government to the proposed amendment. Such amendment shall not take effect until approved by all Participating Governments.

XX. EFFECTIVE DATE

This First Amended Agreement shall become effective upon the signing of it by the designated representative of each of the Participating Governments and NOTA below. If a currently Participating Government decides not to sign this Agreement, then the Agreement shall be re-drafted excluding that Participating Government.

IN WITNESS THEREOF, Addison Township, the Charter Township of Orion, the Charter Township of Oxford, the Village of Leonard, the Village of Lake Orion, the Village of Oxford and the North Oakland Transportation Authority by authorized officials have executed this Agreement on the _____, 2025.

CHARTER TOWNSHIP OF ORION

By _____
Chris Barnett
Township Supervisor

CHARTER TOWNSHIP OF OXFORD

By _____
Jack Curtis
Township Supervisor

TOWNSHIP OF ADDISON

By _____
Bruce Pearson
Township Supervisor

VILLAGE OF LAKE ORION

By _____
Teresa Rutt
Village Council President

VILLAGE OF OXFORD

By _____
Kelsey Cooke
Village Council President

VILLAGE OF LEONARD

By _____
William Moore
Village Council President

NORTH OAKLAND TRANSPORTATION AUTHORITY

By _____