

CHARTER TOWNSHIP OF WHITE LAKE

RESOLUTION TO RESCIND RESOLUTION NO. 22-010 AMENDMENT OF AMENDED INTERLOCAL AGREEMENT FOR FORMATION OF AN ACT 196 AUTHORITY TO PROVIDE TRANSPORTATION SERVICES AND TO APPROVE THE REVISED AMENDMENT OF AMENDED INTERLOCAL AGREEMENT FOR FORMATION OF AN ACT 196 AUTHORITY TO PROVIDE TRANSPORTATION SERVICES

RESOLUTION NO. 22-030

At a regular meeting of the Township Board of the Charter Township of White Lake, Oakland County, Michigan (the “Township”), held at the Township Annex building located at 7527 Highland Road, on the 20th of September 2022, at 7 p.m.

PRESENT: _____

ABSENT: _____

The following preamble and resolution was offered by _____ and seconded by _____.

WHEREAS, the Township appreciates and recognizes the many benefits of having established local transportation service for qualified users in the Township; and

WHEREAS, the Western Oakland Transportation Authority was created under the Urban Cooperation Act of 1967, MCL 124.501 *et seq.*; and

WHEREAS, the Interlocal Agreement for Formation of an Act 196 Authority to Provide Transportation Services was entered into by Highland Township and White Lake Township, on October 15, 2019; and

WHEREAS, Resolution No. 21-005 was passed on November 26, 2019 approving the first amendment to the Interlocal Agreement for Transportation Services between White Lake and Highland Townships, and to add Waterford Township and Walled Lake as member communities for WOTA; and

WHEREAS, the Township Board passed Resolution No. 21-022 on June 29, 2021 in which the parties to the Interlocal Agreement for Transportation Services agreed to create a new and successor Authority under Act 196 named the Western Oakland Transportation Authority (“WOTA” and “Authority”) (hereinafter referred to as the Amended Interlocal Agreement for the Formation of an Act 196 Authority to Provide Transportation Services), and to adopt the Articles of Incorporation; and

WHEREAS, the Township Board considered an Amendment to the Amended Interlocal Agreement for Formation of an Act 196 Authority to Provide Transportation Services (the “Amendment”) at a Special Meeting on February 17, 2022, and this amendment was approved by adoption of Resolution No. 22-010; and

WHEREAS, the Amendment required all participating members/municipalities/units consisting of Highland Township, Waterford Township, White Lake Township, and Walled Lake to approve prior to its effectiveness; and

WHEREAS, Highland Township, Waterford Township, and Walled Lake did not approve the prior amended agreement; and

WHEREAS, a new Amendment to the Amended Interlocal Agreement for the Formation of an Act 196 Authority to Provide Transportation Services (hereinafter referred as the first amendment to the amended local agreement) is being proposed for all participants to approve; and

WHEREAS, the Township wishes to rescind Resolution No. 22-010 to Amend the Amended Interlocal Agreement for Formation of an Act 196 Authority to Provide Transportation Services and to consider the newly proposed First Amendment to the Amended Interlocal Agreement; and

WHEREAS, the Township wishes to amend Article VII – Transportation Fund of the Amended Interlocal Agreement for the Formation of an Act 196 Authority; and

WHEREAS, the Township further wishes to amend Article X – Term and Termination, Extension, Withdrawal of Governments of the Amended Interlocal Agreement for the Formation of an Act 196 Authority; and

WHEREAS, the Township has reviewed and accepts the proposed changes to the Amended Interlocal Agreement for the Formation of an Act 196 Authority to Provide Transportation Services.

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

1. The Board of Trustees of the Township wishes to rescind Resolution No. 22-010 to Amend the Amended Interlocal Agreement for Formation of an Act 196 Authority to Provide Transportation Services and to consider the newly proposed First Amendment to the Amended Interlocal Agreement for Formation of an Act 196 Authority to Provide Transportation Services.
2. The Board of Trustees of the Township hereby resolves to approve the First Amended Interlocal Agreement for the Formation of an Act 196 Authority to Provide Public Transportation Services attached as Exhibit A.

3. The Board of Trustees of the Township further resolves to authorize the Township Supervisor to execute the First Amended Interlocal Agreement for the Formation of an Act 196 Authority to Provide Public Transportation Services attached as Exhibit A.
4. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution are rescinded.

A vote on the foregoing resolution was taken and was as follows:

ADOPTED.

YEAS: _____

NAYS: _____

STATE OF MICHIGAN)
)
COUNTY OF OAKLAND)

I, Anthony L. Noble, Township Clerk of the Charter Township of White Lake, hereby certify this to be a true and complete copy of Resolution No. 22-030, duly adopted at a regular meeting of the Township Board held on the 20th day of September 2022.

Anthony L. Noble
Township Clerk

**FIRST AMENDED
INTERLOCAL AGREEMENT
FOR THE FORMATION OF AN ACT 196 AUTHORITY
TO PROVIDE TRANSPORTATION SERVICES**

BY AND AMONG:

The Charter Township of Highland

The Charter Township of White Lake

The Charter Township of Waterford

The City of Walled Lake

REGARDING THE INDEPENDENT LEGAL ENTITY
KNOWN AS

WESTERN OAKLAND TRANSPORTATION AUTHORITY
(A Michigan Public Body Corporation)

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WHEREAS, the Western Oakland Transportation Authority was created under the Urban Cooperation Act of 1967, MCL 124.501 *et seq.*; and

WHEREAS, the Public Transportation Authority Act, Act 196 of 1986, MCL 124.451 *et seq.* (“Act 196) provides that an authority created under the Urban Cooperation Act may form an Act 196 authority by amendment of its interlocal agreement by resolution adopted by a majority of the governing body of each public entity which were parties to the interlocal agreement; and

WHEREAS, in June of 2021, each public agency that is a party herein agreed to amend the interlocal agreement to form a new and successor Authority under Act 196 named the Western Oakland Transportation Authority (“WOTA” and “Authority”) by executing an Amended Interlocal Agreement for the Formation of An Act 196 Authority to Provide Transportation Services; and

WHEREAS, the public agencies that are parties hereto desire to Amend the Article VIII – Transportation Fund of the Amended Interlocal Agreement for the Formation of An Act 196 Authority to Provide Transportation Services.

NOW, THEREFORE, the public agencies, as set forth herein, do hereby agree to the following terms and conditions with consideration acknowledged and accepted:

ARTICLE I **PURPOSE**

To provide defined and beneficial transportation services to Eligible Persons in the Service Area.

ARTICLE II **DEFINITIONS**

A. “Act” shall mean the Public Transportation Authority Act, Act 196 of 1986, MCL 124.451 *et seq.*

- B. “Agreement” shall mean this First Amended Interlocal Agreement for the Formation of An Act 196 Authority to Provide Transportation Services.
- C. “WOTA Board” shall mean the Board of WOTA as created and authorized herein.
- D. “Eligible Persons” shall mean a resident of any Party herein that is 55 or older or 18 or older with a disability. This shall include one (1) personal care attendant companion if required to assist with a disability, and/or a Service Animal.

Based on the SMART Millage the City of Walled Lake is obligated to provide Transportation services to everyone age 18 and older, regardless of disability, income, etc. who resides within the City of Walled Lake.

- E. “Fiscal Year” shall mean the calendar year being January 1 to December 31.
- F. “OMA” shall mean the State of Michigan Open Meetings Act.
- G. “Party” or “Parties” shall mean a public agency or public agencies that have executed this Agreement and have not withdrawn from this Agreement.
- H. “Public Agency” or “Public Agencies” shall mean the Charter Township of Highland, the Charter Township of White Lake, the Charter Township of Waterford, and the City of Walled Lake.
- I. “Service Animal” shall mean a dog that has been individually trained to do work or perform tasks for an individual with a disability. The task(s) performed by the dog must be directly related to the person’s disability.
- J. “Service Area” shall mean the combined physical territory of the Parties to this Agreement and other areas as designated from time to time by the WOTA Board.
- K. “State” shall mean the State of Michigan.

- L. “Transportation Services” shall mean all forms of transportation governed by this Agreement for Eligible Persons as defined herein established and authorized under this Agreement.
- M. “WOTA” shall mean the Western Oakland Transportation Authority, a separate legal entity created under the Act and this Agreement.

ARTICLE III
CREATION OF WESTERN OAKLAND TRANSPORTATION
AUTHORITY (“WOTA”)

- A. WOTA is created and established as a separate legal entity as authorized by the Act at MCL 124.453(3) and (4) for purposes of administering and exercising the powers set forth in this Agreement. WOTA shall be a public body corporate and authority having all powers granted herein and under the Act.
- B. The principal offices of WOTA shall be at 205 W. Livingston Road, Highland, Michigan 48357, and may be changed in the future by a decision of the WOTA Board provided the cost of implementing the change is provided for in WOTA’s then approved budget.
- C. All property owned by WOTA is owned by WOTA, as a separate legal entity, and no other entity shall have any ownership interest in WOTA property.
- D. The Parties intend that the activities of WOTA will be tax-exempt as governmental functions carried out by an instrumentality or political subdivision of government under the applicable federal and state tax laws.
- E. WOTA shall comply with all applicable federal and State laws, rules, and regulations.
- F. The Parties agree that no Party shall be legally responsible for the acts of WOTA, any other Party, or of the employees, agents, and servants of any other Party, whether acting separately or in conjunction with the implementation of this Agreement. The Parties shall only be bound and obligated under this

Agreement as expressly agreed to by each Party and no Party may otherwise obligate, in any way, any other Party under this Agreement.

- G. Except as expressly provided in this Agreement, the Agreement does not create in any person or entity, and is not intended to create by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right to be indemnified (such as contractually, legally, equitably, or by implication), right to be subrogated to any Party's rights in this Agreement, or any other right.
- H. As a public body created under the Act, WOTA may not be operated for profit. No part of any earnings of the WOTA may inure to the benefit of any person or entity other than the Parties.

ARTICLE IV
WOTA BOARD COMPOSITION

- A. The governing body of WOTA shall be the "WOTA Board".
- B. The membership of the WOTA Board shall be established as follows:
 - 1. Charter Township of Highland (1 member)

Charter Township of White Lake (1 member)

Charter Township of Waterford (1 member)

City of Walled Lake (1 member)

(Hereinafter "Public Agency Members")
 - 2. The Public Agency Members of the WOTA Board shall be appointed by the respective underlying legislative body of each of the Public Agencies for four (4) year terms. Each Public Agency Member shall serve at the pleasure of and may be removed by the appointing legislative body in its sole discretion. The Public Agency Members shall also appoint at least one (1) Alternate Public Agency Member to serve as voting Public Agency

Members at any time the primary Public Agency Member is absent or when a vacancy exists in their seat on the WOTA Board.

3. In the event of a vacancy in one of the seats allocated to a Public Agency Member on the WOTA Board, the legislative body of that Public Agency shall fill the vacancy for the unexpired term.
 4. Once the Public Agency Members have been appointed, the Public Agency Members may take action to appoint up to two (2) additional voting members of the WOTA Board (“Non-Governmental Members”). Each Non-Governmental Member shall serve for a term of one (1) year which may be renewed at the sole discretion of the Public Agency Members. Any action under this provision shall require a unanimous vote by the Public Agency Members of the WOTA Board.
 5. The Public Agency Members and the Non-Governmental Members shall together compose the entire WOTA Board.
 6. The WOTA Board may appoint, by a unanimous decision, any number of non-voting Advisory Members at its discretion.
- C. Within 30 days of the effective date of this Agreement, each Public Agency shall appoint its Primary and Alternate Members on the WOTA Board.

ARTICLE V **WOTA OFFICERS**

- A. At the first meeting of the WOTA Board, and thereafter no later than the first meeting in each odd numbered year, the WOTA Board shall elect a Chairperson, Vice-Chairperson, Secretary and Treasurer from the appointed Public Agency members of the WOTA Board. These officers shall serve until their respective successors shall be selected. Each officer shall have the powers and duties specified in this Article and elsewhere in this Agreement.
- B. The Chairperson of the WOTA Board shall be the presiding officer for WOTA Board meetings and shall sign contracts and other documents on behalf of

WOTA if required by this Agreement or the WOTA Board. Except as otherwise provided, he or she shall not have any executive or administrative functions other than as a member of the WOTA Board.

- C. The Vice-Chairperson shall perform the duties of the Chairperson in the absence or disability of the Chairperson.
- D. The Secretary shall keep or cause to be kept the non-financial written records of WOTA at the then designated principal office of WOTA or such other place as the WOTA Board may order. The records shall include minutes of the proceedings of all meetings of the WOTA Board, with the time and place, whether regular or special, and if special, how authorized, the notice given, the names of those present, the actions taken, and the votes on those actions by the Members. With the assistance of the Director, the Secretary shall prepare draft minutes of each meeting and present those to the WOTA Board for approval at its next meeting.

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

- E. The Treasurer shall keep or cause to be kept all financial records of WOTA at the then designated principal office of WOTA or such other place as the WOTA Board may order. The Treasurer shall make regular reports to the WOTA Board for each regular meeting and at other times as directed by the WOTA Board of the receipt and disbursement of all funds and the financial status of WOTA and make the books and records of WOTA available for audits directed and authorized by the WOTA Board. He or she shall have such other powers and perform such other duties as may be prescribed by the WOTA Board.
- F. In the case of temporary absence or disability of any officer, the WOTA Board may appoint another WOTA Board member to act in his or her stead. An officer may be removed from the officer position for one or more specified reasons by a two-thirds vote of the WOTA Board. Any action to remove any

officer does not prohibit that person from remaining as the Public Agency member representative to the WOTA Board. Any removal from office under this provision shall be for good cause which shall include, but not be limited to, missing three (3) consecutive meetings without a vote to excuse.

ARTICLE VI **WOTA BOARD MEETINGS**

- A. Regular meetings of the WOTA Board shall be posted in accordance with the OMA at MCL 15.265. The meetings shall be held at such time and place as shall be prescribed by resolution of the WOTA Board.
- B. The WOTA Board shall meet for its regular meetings monthly during the first two fiscal years and shall establish its regular meeting schedule for those and all subsequent years as provided in the OMA. The WOTA Board shall meet in 2019 as often as necessary to approving the documents required by this Agreement.
- C. Special meetings of the WOTA Board may be called by the Chairperson or any two (2) Public Agency Members by providing 24 hour advanced written notice of the time, place and purpose to each member of the WOTA Board. Notice may be by Email or hand delivery only. Notice of any special meeting shall also be published as required by the OMA.
- D. Voting by the WOTA Board shall be weighted and calculated as follows:
- Township Public Agency Members – 2 vote weight
 - City Public Agency Members – 1 vote weight
 - Village Public Agency Members – 1 vote weight
 - Any appointed Non-Governmental member – 1 vote weight

At least a majority of the votes on the WOTA Board must be represented by members of the WOTA Board in actual attendance at a meeting for a quorum to conduct business.

- E. The WOTA Board shall act by a verbal motion or a written resolution. Unless otherwise specified in this Agreement, for the passage of any motion or resolution including the execution of any contract, a majority of the votes on the WOTA Board is required for a motion or resolution to pass.
- F. The WOTA Board shall approve the minutes of each meeting at its next meeting, which shall then be signed by the Secretary. All votes concerning financial matters and resolutions of the WOTA 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.

ARTICLE VII
WOTA BOARD POWERS

The WOTA Board shall have the following specific powers:

- A. The WOTA Board shall have such powers, responsibilities, duties and limitations as specified in the Act and this Agreement, which shall be exercised as provided in WOTA’s Articles of Incorporation and Bylaws to be approved by the WOTA Board to govern the procedures and affairs of the Transportation Services which are not in conflict with the terms of this Agreement and subject to any applicable laws, regulations and/or grant restrictions. The Articles of Incorporation and Bylaws for WOTA must be approved by the WOTA Board before WOTA provides any Transportation Services.
- B. The WOTA Board shall hire a Director to manage the day-to-day affairs of WOTA on behalf of the WOTA Board, and who shall have such duties and responsibilities as designated in writing by the WOTA Board before WOTA provides any Transportation Services. The WOTA Board shall hire or contract or authorize the Director to hire or contract for the personnel necessary to provide the Transportation Services in compliance with the approved budget, which may be employees of a Party that are transferred to WOTA by that Party.

- C. By July 1 of each fiscal year, the WOTA Board shall prepare, approve and submit to the Parties for approval an annual budget addressing and covering the proposed expenditures to be made for operating the Transportation Services and the allocation of each Party's funds to meet that budget for the next fiscal year.
- D. WOTA shall obtain and cause to be completed an annual audit of the financial statements of WOTA which shall be approved by the WOTA Board and distributed to the Parties.
- E. The Budget shall contain an allocation for petty cash and minor expenditures above all other contemplated expenditures. The Treasurer, Chairperson, or Vice-Chairperson shall have the authority to authorize all minor expenditures with a dollar limit on all such expenditures as set by the WOTA Board. Such expenditures shall either be done on WOTA 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 WOTA Board at a meeting.
- F. In extraordinary circumstances or emergency situations, the WOTA Board shall have the ability to apply to the Parties for additional monies to be contributed to the WOTA Transportation Fund as defined herein. Such an application does not obligate any Party to contribute the requested additional monies.
- G. The WOTA Board is without authority or power to commit any Party to any Transportation Services or other obligations which would result in a debt or other financial responsibility beyond that provided for in the approved WOTA budget without the authorization of that Party approved by its legislative body.
- H. The WOTA 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 Parties, then such rules and regulations shall not become effective unless approved by the legislative body of that Party. The WOTA 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 Services and shall approve Transportation Services Operations Rules and Regulations before WOTA provides any Transportation Services.

- I. Services provided on a contractual basis to any non-Party Public Agency shall be governed by mutually agreed upon terms and charges in a written contract approved by the WOTA Board.
- J. The WOTA Board shall have the responsibility to manage all Transportation Funds including the investment of funds not needed for immediate use in accordance and compliance with an Investment Policy, approved by the WOTA Board before WOTA provides any Transportation Services.
- K. An audit shall be conducted annually and to the extent possible, legal, and economical, may be done in conjunction with audits of the Parties.

ARTICLE VIII
TRANSPORTATION FUND

- A. Contributions to the WOTA Transportation Fund shall be made by the Parties or as otherwise allowed herein.
 - 1. The Charter Township of Highland, Charter Township of White Lake and Charter Township of Waterford hereby agree to contribute to the WOTA Transportation Fund (“Fund”) up to One Hundred and Eighty-Five thousand 00/100 (\$185,000.00) dollars a year (“Annual Contribution”) with the exact amount of the Annual Contribution being determined by the WOTA Board. The City of Walled Lake hereby agrees to contribute up to One Hundred Thirty-Three Thousand Four Hundred Twenty-Eight (\$133,428.00) dollars a year (“Walled Lake Annual Contribution”) with the exact amount of the Walled Lake Annual Contribution being determined by the WOTA Board. The Annual Contribution and Walled Lake Annual Contribution shall be due on or before January 1 of each year. The Parties are not precluded from voluntarily contributing more than the Annual Contribution or Walled Lake Annual Contribution. Additional Transportation Funds may be allocated from but not limited to the following sources as determined by the legislative body of each Party:

- a. Community Development Block Grant (“CDBG”) funds as designated by a Public Agency to provide transportation services to eligible persons.
 - b. SMART Municipal and SMART Specialized Services Credit Funds.
 - c. Other available grant funds that provide transportation services to Eligible Persons.
 - d. General fund monies from each Party in an amount approved by its legislative body to provide transportation services to eligible persons.
 - e. Millage Revenue dedicated to WOTA received from local millage elections.
 - f. Transportation funds collected as part of Senior Center or other millages.
 - g. Gifts, grants, assistance funds and bequests.
2. WOTA may proceed to obtain and use state, federal and private grants and other lawful donations, gifts or bequests available to it as well as monies received from contracts for transportation services if 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 any Party.
- B. The Transportation Fund shall be managed by the WOTA Board. The annual sources and amounts of Contributions to the Transportation Fund and required funding amounts shall be analyzed and reported in writing to each Party by the WOTA Board by July 1st of odd numbered years.
- C. The monies contributed to the Transportation Fund shall be used to pay for maintenance, insurance, fuel, wages, purchase of additional transportation vehicles, dispatching costs, and other operating, administrative, and general costs of the Transportation Service and WOTA Board in compliance with the

approved WOTA budget.

- D. The monies contributed to the Transportation Fund shall be deposited and held in financial institution(s) or instruments as provided in an Investment Policy approved by the WOTA Board before WOTA provides any Transportation Services. If not dictated by the Investment Policy, monies may be deposited in institutions or instruments of the Treasurer's choosing subject to WOTA Board prior approval. All withdrawals from the Transportation Fund will require the signatures of two (2) officers of the WOTA Board, one of whom shall be the Chairperson or Vice-Chairperson.
- E. WOTA shall not levy any type of tax under the Act without unanimous agreement of the parties. Nothing contained in this Agreement restricts or prevents a Party from levying taxes in its own jurisdiction or assigning the revenue from taxes to WOTA if allowed by law.

ARTICLE IX **VEHICLES**

- A. For all vehicles used to provide Transportation Services, WOTA will establish and maintain all applicable insurance costs including liability associated with injuries to persons or property which could result from the use of each vehicle in the amount of Five Million Dollars (\$5,000,000.00) per occurrence and/or as required by the terms of any grant program.
- B. When the WOTA Board determines that a vehicle may no longer be properly used for Transportation Services under this Agreement, the vehicle shall be disposed of according to the appropriate rules and/or regulations that are applied by the funding source(s) for the vehicle, if any.
- C. Vehicles shall be used consistent with any rules or restrictions of the program(s) that provided funding for the vehicle.
- D. WOTA shall charge fees for the Transportation Services as determined by the WOTA Board.

- E. Upon the Effective Date of this Agreement as provided in Article XIV, each Public Agency that has executed this Agreement shall take all actions as necessary to assign existing designated public transportation vehicles to WOTA.

ARTICLE X
TERM AND TERMINATION, EXTENSION, WITHDRAWAL OF
GOVERNMENTS

- A. This Agreement shall have a term of four (4) years and will automatically renew for additional four (4) year periods as to any Party that does not withdraw as provided herein or pursuant to Act 196.
- B. Except as otherwise provided in this Agreement, a Party may unilaterally withdraw before the end of a current fiscal year of WOTA by providing written notice of withdrawal at least 90 days before July 1 of any year. Any withdrawing Party under this provision shall not be entitled to any refund or share of the funding provided for that year but shall continue to receive services for the remainder of that year. In the event WOTA Board approval is required to satisfy membership release requirements under Act 196, the WOTA Board shall approve a member's release provided the member's withdraw otherwise satisfies the requirements of this subsection.
- C. If one of the Parties withdraws from WOTA, the WOTA Board shall take that into account in its proposed budget for the next fiscal year under Article VII.C, and the withdrawing Party shall have no further membership or voting rights on the WOTA Board after the effective date of the withdrawal, which shall be the date of the Notice unless otherwise stated.
- D. The residents of a Public Agency that has withdrawn from WOTA shall no longer be eligible to receive Transportation Services from WOTA. However, residents of that Public Agency who are clients of an organization that contractually receives and pays for services from WOTA shall be eligible to

receive Transportation Services if that funding remains in place following the Public Agency withdrawal.

- E. Any vehicle assigned to WOTA by a withdrawing Public Agency shall be returned to that Public Agency in its then current condition or, if required, managed in accordance with any applicable law or grant.

ARTICLE XI
DISSOLUTION OF WOTA AND DISTRIBUTION OF ASSETS

- A. If due to withdrawals from WOTA or other reason or reasons, the WOTA Board determines that WOTA should stop providing or attempting to provide the Transportation Services contemplated by this Agreement and be dissolved, the WOTA Board shall give at least 90 days written notice to the Parties and to all funding agencies of the intention to dissolve and of the date, time, and location of a WOTA Board meeting at which a decision to dissolve may be made.
- B. If WOTA is dissolved, the transportation vehicles of WOTA shall be distributed consistent with the then current laws and regulations governing the formation and legal tax status of WOTA. If allowed, the distribution shall be as follows:
 - 1. Any vehicles obtained through a grant of any type shall be returned to the granting organization or as otherwise required by the grant itself. Other WOTA vehicles shall be returned to the applicable Public Agency or, if required, managed properly under any applicable law or grant.
 - 2. The remaining vehicles, if any, shall be allocated to the remaining Parties in the same proportion as the most recent funding allocation. If the proportioning results in partial vehicles, the remaining Parties may agree on how to allocate those vehicles or may agree to sell those vehicles and apportion the funds accordingly.

C. If WOTA is dissolved, the remaining funds shall be distributed consistent with the then current laws and regulations governing the formation and legal tax status of WOTA. If allowed, the distribution of surplus funds shall be used to pay all employees the monies due to them as well as any outstanding debts. The remaining funds, if any, shall be returned to the Parties in the same proportion as the most recent funding allocation.

ARTICLE XII
MISCELLANEOUS PROVISIONS

A. Except as otherwise provided by this Agreement, 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
Charter Township of Highland
205 N. John Street
Highland, MI 48357

Manager
City of Walled Lake
1499 E. W. Maple
Walled Lake, MI 48390

Supervisor
Charter Township of White Lake
7525 Highland Road
White Lake, MI 48383

Director
West Oakland Transportation Authority
205 W. Livingston Road
Highland, MI 48357

Supervisor
Charter Township of Waterford
5200 Civic Center Drive
Waterford, MI 48329

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

B. If one of the Parties has an issue or complaint that has not been or cannot be resolved through the administrative channels, that Party may bring that issue or complaint before the WOTA Board for resolution. The WOTA Board shall work with the Party 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 of facilities not due to inadequate maintenance shall not constitute a breach of this Agreement or failure of performance by the Parties or WOTA.
- 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. Nothing in this Agreement creates or shall be construed to create any employment relation for any person.
- F. 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.
- G. Upon and after its effective date, this Agreement shall supersede all prior agreements of any kind between the Parties on the same subject.
- H. This Agreement may be modified only by resolution adopted by the governing body of each Party. Such amendments shall take effect immediately after adoption by all Parties.
- I. The Parties hereby agree that this written Agreement constitutes the complete Agreement.
- J. The Parties and WOTA 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.

- K. Neither the Parties nor WOTA shall assign any rights or responsibilities under this Agreement without first obtaining the written consent of all Parties.
- L. The Parties agree that no provision of this Agreement is intended, nor shall it be construed, as a waiver by any Party of any governmental immunity otherwise provided under the Act or by law.
- M. WOTA shall be subject to the Freedom of Information Act at MCL 15.231, et. seq.

ARTICLE XIII
ADDING LOCAL OR OTHER GOVERNMENTAL PUBLIC
AGENCIES

- A. This Agreement may be modified at any time to permit any city, village, township or charter township to become a member of WOTA 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 Public Agency.
- B. If a municipality becomes a voting member of the WOTA Board, that municipality shall be obligated to pay for its proportionate share of the WOTA Transportation Fund to include the costs of service expansion to that municipality. The joining municipality's proportionate share may also be partially made in WOTA-designated improvements to the Transportation Services as a whole.
- C. Nothing in this Agreement prevents WOTA from entering into a contract with any city, village or township to provide Transportation Services. Any such contract shall require approval by the WOTA Board.

ARTICLE XIV
EFFECTIVE DATE

This Agreement shall become effective upon the signing of this Agreement by the designated representative of each of the Parties below and filing with the Michigan Secretary of State, the Oakland County Clerk and State Department of Transportation.

CHARTER TOWNSHIP OF HIGHLAND

By _____
Rick Hamill, Township Supervisor

_____ Date

CHARTER TOWNSHIP OF WHITE LAKE

By _____
Rik Kowall, Township Supervisor

_____ Date

CHARTER TOWNSHIP OF WATERFORD

By _____
Gary Wall, Township Supervisor

_____ Date

CITY OF WALLED LAKE

By _____
L. Dennis Whitt, City Manager

Date

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