

PUBLIC TRANSPORTATION AGREEMENT

BETWEEN

ROCHESTER HILLS- OAKLAND-ROCHESTER OLDER PERSONS' COMMISSION

AND

OAKLAND COUNTY

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE I

DEFINITIONS

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

1.2 "County" shall mean Oakland County.

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

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

Exhibit B, OPC Budget

Exhibit C, Performance Report

Exhibit D, Insurance

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

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

ARTICLE II

TRANSPORTATION SERVICES

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

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

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

ARTICLE III

PAYMENT

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

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

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

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

ARTICLE IV

PERFORMANCE REPORT

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

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

ARTICLE V

AUDITED FINANCIAL STATEMENTS

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

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

ARTICLE VI

PERFORMANCE OF THE TRANSPORTATION SERVICES

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

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

ARTICLE VII

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

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

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

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

ARTICLE VIII

INSURANCE

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

ARTICLE IX

INDEMNIFICATION

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

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

ARTICLE X

NON -COLLUSION

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

ARTICLE XI

SIGNS AND IDENTIFICATION

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

ARTICLE XII

SEVERABILITY

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

ARTICLE XIII

ASSIGNMENT AND AGREEMENT

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

ARTICLE XIV

AMENDMENT

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

ARTICLE XV

TITLES

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

ARTICLE XVI

ENTIRE AGREEMENT

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

ARTICLE XVII**APPLICABLE LAW**

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

ARTICLE XVIII**MISCELLANEOUS**

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

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

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

Article 8, Insurance; **Article 9**, Indemnification; **Article 17**, Applicable Law; **Article 18**, Miscellaneous.

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

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

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

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

18.8 **Term.** This Agreement shall begin on the Effective Date and end on the Expiration Date. The "Effective Date" shall be the date the Agreement is signed by the last Party to execute the Agreement. The "Expiration Date" shall be 11:59.59 on December 31, 2025. Unless

otherwise provided herein, the Parties are under no obligation to renew or extend this Agreement after the Expiration Date. This Agreement may only be extended by written amendment.

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

To:

For OPC:

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

For Oakland County:

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

With a copy sent to:

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

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

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

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

DATE: _____

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

DATE: _____

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

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

DATE: _____

WITNESSED: _____
Oakland County Board of Commissioners
County of Oakland

DATE: _____

EXHIBIT A**2023 ROCHESTER HILLS-OAKLAND-ROCHESTER OLDER PERSONS' COMMISSION
SCOPE OF TRANSPORTATION SERVICES****Scope of Work Summary:****Current Services**

The Rochester Hills-Oakland-Rochester Older Persons' Commission (OPC) has been providing transportation services for over 40 years to qualifying residents of Rochester Hills, Oakland Township and Rochester. Eligible riders include seniors over 60 and adults with disabilities under 60 along with a companion rider. OPC accommodates trips anywhere in the three communities for medical and personal appointments, work, school, shopping, OPC facility, Oakland University, Troy Beaumont and Corewell Health complex. Currently, there is a staff of 1 full time and 31 part time employees that provide administration, dispatch and vehicle operation services. The fleet of 24 vehicles provided over 33,000 rides in 2022 (average 129 rides per day); Monday through Friday from 7:30 a.m. – 4:30 p.m. and Saturday from 9:00 a.m. to 4:00 p.m. The cost per stop in 2022 was \$2.00.

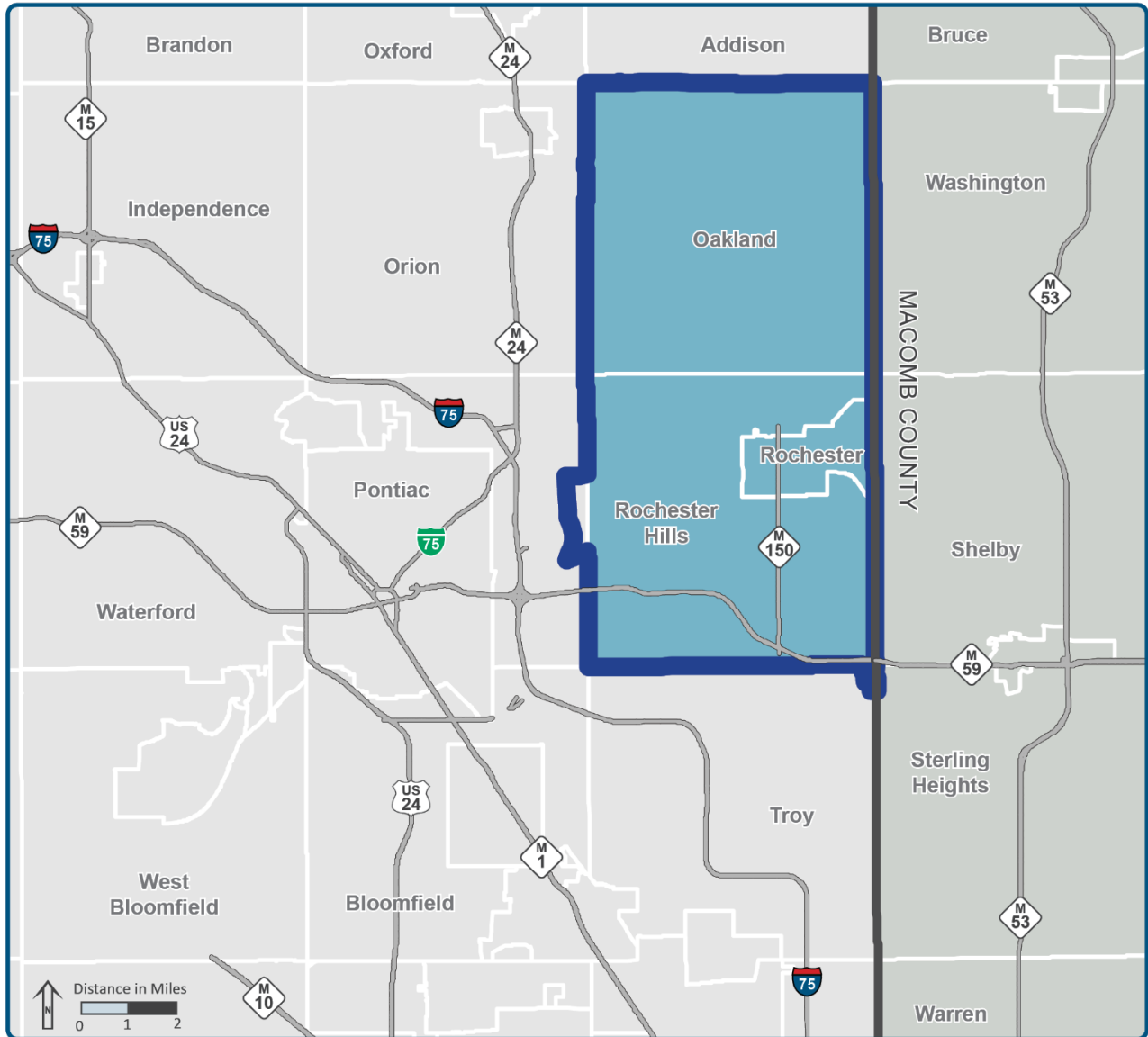
2023 Service Expansion Utilizing Oakland County Millage Funds for Qualifying Residents of Rochester Hills, Oakland Township, and Rochester

- Extend hours of service to Monday through Friday from 7:00 a.m. – 8:00 p.m.
- Increase hourly wage rates and benefits to become more competitive in the current job market.
- Maintain a cost per stop of \$2.00 (two dollars) for all riders.
- Hire and train additional staff (drivers and dispatch).
- Provide work transportation for seniors and disabled to areas bordering the service footprint.
- Provide medical transport (non-emergency) to seniors and disabled to Troy Beaumont (current practice), Auburn Hills, Unisource Building (Long Lake Rd), and other sites near current service footprint.
- Take delivery of (3) three ADA compliant EV Ford Transit Vans.

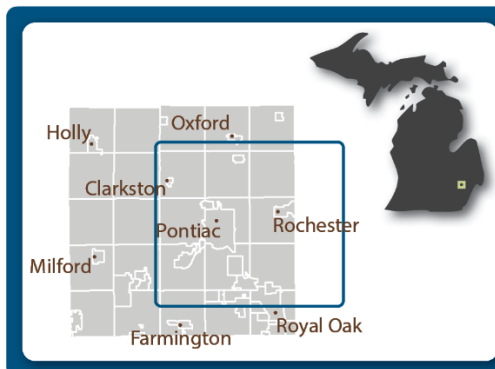
- Collaborate with other transportation providers, Oakland County and local communities to identify expanded geographic service areas and transfer stops to offer eligible riders expanded seamless service to other areas of the county.

2023 OPC SERVICE AREA MAP

• Rochester Hills-Oakland-Rochester Older Persons' Commission •



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



 **Service Community**

Qualifying residents living in Oakland Twp, Rochester and Rochester Hills may utilize transportation services provided by OPC

 **Driving Boundary**

OPC provides transportation services for qualifying residents to work, medical, and shopping destinations located within the driving boundary and areas bordering the service footprint

1.31.2023

EXHIBIT B**2023 ROCHESTER HILLS-OAKLAND-ROCHESTER OLDER PERSONS' COMMISSION
BUDGET****Oakland County Public Transportation Millage Funds:**

\$1,928,600 to Maintain Current Services plus 2023 Expansion of Services (not to exceed)

Terms of Payment for Services:

Payment for the Scope of Work as described in Exhibit A will be as follows: Oakland County will distribute an amount not to exceed \$1,928,600 (One Million Nine Hundred Twenty-eight Thousand Six Hundred Dollars) in Public Transportation Millage Funds to Rochester Hills-Oakland-Rochester Older Persons' Commission (OPC) for the scope of work that is incorporated into this Agreement as Exhibit A. OPC will receive a lump sum payment to be disbursed by the County within 30 days of this Agreement being fully executed. Except as extended, modified or amended pursuant to Article II and/or Article III of the Agreement, the Terms of Payment set forth herein shall expire on December 31, 2023.

Revenues

Fares	94,000
Oakland County Transit Millage	1,928,600
Municipal Credits	102,400
Community Credits	-
Grant Revenue	22,200
Local Revenue	
Other Revenue : Miscellaneous	5,000

Revenue Total \$ 2,152,200

Expenses

Salaries and Benefits

Administration Salary	324,400
Dispatch/Drivers Wages	777,600
Mechanic/Maintenance Wages	
Grant Payroll Expenses	3,000
Personnel Benefits	64,000
Pension/ Retirement Benefits	11,400
Other: Salary Expenses	109,900

Salaries and Benefits Total \$ 1,290,300

Program Costs

Communication Expenses- Phones, Tablets	14,000
Drug and Alcohol Testing	26,000
Fuel - Diesel and Oil	134,000
Grant Program Expenses	
Insurance Expenses	110,200
Maintenance/Repairs	110,000
Other: Program Costs	500

Program Cost Total \$ 394,700

Building Costs

Building Rent/Lease	
Snow Removal/Landscaping	10,000
Utilities	30,900
Other: Building Operating Expenses	69,200

Building Cost Total \$ 110,100

Operating Expenses

Advertising/Marketing	3,500
Dispatch Software	6,000
Memberships and Dues	
Office Supplies	2,800
Professional Development- Training and Education, Travel	4,100
Professional Services- Audit, Legal, Website, IT, Other	10,000
Trolley Expenses	
Other: Administrative Costs	60,200
Operating Expenses Total	\$ 86,600

Contingency

Contingency	
Contingency Total	\$ -

Capital Costs

Equipment	500
Expansions- Parking Lots, Building	
Office Capital	
Software	
Vehicles	270,000
Other: Capital Costs	
Capital Costs Total	\$ 270,500
Expense Total	\$ 2,152,200

EXHIBIT C

**2023 ROCHESTER HILLS-OAKLAND-ROCHESTER OLDER PERSONS' COMMISSION
PERFORMANCE REPORT TEMPLATE**

Provider Name	
Date	
City	
State	
ZIP Code	
Phone Number	

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

Expenses

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

Additional Expenses

Code	Description	Operations	Maintenance	General Admin	Total

Revenue

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

Additional Revenue

Code	Description	Total

**Statistics
Public Service**

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

Vehicle Information

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

Miscellaneous Information

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

EXHIBIT D

**2023 ROCHESTER HILLS-OAKLAND-ROCHESTER OLDER PERSONS' COMMISSION
CONTRACTOR INSURANCE REQUIREMENTS**

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

Primary Coverages

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

\$1,000,000 – Each Occurrence Limit

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

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

\$2,000,000 – General Aggregate Limit

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

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

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

Public Transportation Commercial Automobile Liability Insurance covering bodily injury or property damage arising out of the use of any owned, hired, or non-owned automobile with a

combined single limit of \$5,000,000 each accident. This requirement is waived if there are no company owned, hired or non-owned automobiles utilized in the performance of this Contract.

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

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

Supplemental Coverages – As Needed

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

General Insurance Conditions

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

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

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