

**PUBLIC TRANSPORTATION AGREEMENT**

**between**

**SUBURBAN MOBILITY AUTHORITY**

**FOR REGIONAL TRANSPORTATION**

**and**

**OAKLAND COUNTY PUBLIC TRANSPORTATION AUTHORITY**

**THIS PUBLIC TRANSPORTATION AGREEMENT** ("Agreement") is made this 15<sup>th</sup> day of October 1996, by and between the Suburban Mobility Authority for Regional Transportation ("SMART"), a public transportation authority created under the laws of the State of Michigan, and the Oakland County Public Transportation Authority (the "Authority"), a public transportation authority created under the laws of the State of Michigan.

**WHEREAS**, SMART desires to provide certain public transportation services to the Authority as described more particularly in this Agreement (the "Transportation Services"); and

**WHEREAS**, as consideration for the Transportation Services, the Authority will make an annual contribution to SMART as described more particularly in this Agreement (the "Annual Contribution").

**NOW THEREFORE**, in consideration of the premises, mutual covenants and mutual agreements contained herein, the parties hereto agree as follows:

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**ARTICLE I**  
**DEFINITIONS**

1.1 "Annual Contribution" means an amount equal to the ad valorem tax collections received by the Authority for the 1996-1997 tax year from the Authority's levy of the 0.33 mill tax, as such millage may be required to be reduced pursuant to section 34d. of the General Property Tax Act, MCLA 211.34d., on all property subject to tax by the Authority, less those direct costs of administering the collection and distribution of those taxes as allowed under the Act.

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

1.3 "Municipal Credit Funds" means those funds available to SMART as municipal credits in any applicable year pursuant to MCLA 247.660 (l).

1.4 "Opt-In Communities" mean the Communities who passed millages payable to the Authority to support public transportation in their communities along with those communities who pass such a millage prior to December 31, 1996.

1.5 "Opt-Out Communities" mean Communities other than Opt-In Communities.

1.6 "Project Facilities" means any facilities, equipment, or real property purchased, acquired, constructed, improved, renovated, or refurbished as part of the Transportation Services through the application of the Annual Contribution.

1.7 "SMART Budget" means the financial budget of SMART for the 1996-97 fiscal year for the entire SMART service area, including Oakland County, as set forth in Exhibit B attached hereto.

1.8 "Transportation Services" means the transportation services to be provided by SMART in Oakland County for the Authority's 1996-1997 fiscal year, as set forth in Exhibit A attached hereto.

## ARTICLE II

### TRANSPORTATION SERVICES

2.1 SMART agrees to undertake and provide the Transportation Services as set forth in Exhibit A (the "Service Plan") in accordance with this Agreement and all applicable federal, state and local laws.

2.2 No significant amendment to the Service Plan may be made by SMART without the written consent of the Authority except as noted in paragraph 2.3. For purposes hereof, the term "significant amendment" shall mean any change to the Service Plan which would increase or decrease the cost of Transportation Services in Oakland County by an amount, taking into account all prior changes to the Service Plan, of more than Five Hundred Thousand and 00/100 (\$500,000.00) Dollars in the aggregate during the 1996-1997 fiscal year.

2.3 In the event that SMART is subject to federal or state operating revenue reductions below that projected in its budget beyond its control, service reductions shall be made to the extent

necessary to balance SMART's FY97 budget. Such service reductions shall be made among the counties of Wayne, Oakland and Macomb in proportion to the percentages representing the local contributions of each of the three counties or, if more favorable to Oakland County, as otherwise approved by the SMART Board of Directors.

### ARTICLE III

#### ANNUAL CONTRIBUTION

3.1 The Authority agrees to remit the Annual Contribution to SMART in accordance with the terms and conditions of this Agreement.

3.2 Provided that SMART has fulfilled all its obligations under this Agreement, the Annual Contribution shall be paid by the Authority to SMART in three (3) installments payable as follows:

January 15, 1997

One-half ( $\frac{1}{2}$ ) of the estimated amount of the Annual Contribution, but not more than the amount then collected by the Authority.

March 1, 1997

One-fourth ( $\frac{1}{4}$ ) of the estimated amount of the Annual Contribution and any balance due from previous payments, but not more than the amount then collected by the Authority.

June 1, 1997

The remainder of the Annual Contribution then collected by the Authority and not previously remitted to SMART.

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The Annual Contribution shall be subject to a final reconciliation and payment once Oakland County makes its final reconciliation.

3.3 Notwithstanding Sections 3.1 and 3.2 above, the Authority may retain a maximum of \$30,000.00 of the Annual Contribution from the first installment due in order to cover the costs of the Authority in connection with the 1996-1997 fiscal year. The Authority shall prepare and provide SMART with an accounting of all expenditures deducted from the Annual Contribution.

3.4 Notwithstanding anything to the contrary contained in this Agreement, in no event may the Authority withhold paying the installments set forth in Section 3.2 above due to non-compliance by SMART with the Service Plan unless the Authority shall have been previously notified by the SMART Board of Directors that SMART has not complied with the Service Plan.

3.5 Any interest earned on the Annual Contribution prior to payment to SMART shall be paid to SMART. Said interest shall be paid no later than the third installment due pursuant to Section 3.2 above.

#### **ARTICLE IV**

##### **SMART BUDGET**

4.1 Conformity With Project Budget. SMART shall carry out and perform the Transportation Services identified in Exhibit A, subject to the limitations described in Article II.

4.2 The SMART Budget shall, among other things, provide for services in Oakland County of a value of not less than the "allowable percentage" of total SMART revenues attributable to local funding provided to SMART by the Communities. As used herein, the term "allowable percentage" shall mean the percentage of total SMART revenues attributable to local funding provided to SMART by the Communities, determined on a reasonable basis acceptable to the Authority, less five percent (5%) (as the stipulated deviation factor).

4.3 SMART shall reduce its long-term debt pursuant to Tab 1, page 3 of the FY97 Operating Budget attached hereto as Exhibit B. SMART shall reduce fifty percent (50%) of the remainder of its long-term debt in its fiscal year ending June 30, 1998 and the remaining fifty percent (50%) of its long-term debt in its fiscal year ending June 30, 1999.

## ARTICLE V

### PERFORMANCE AUDIT

5.1 As a condition precedent to the release of the partial payment of the Annual Contribution due SMART in June, 1997, SMART shall provide the Authority with a performance audit of SMART's operations for the 1996 calendar year (the "Performance Audit") at SMART's expense, prepared by the Internal Audit Division of Oakland County or other third party selected by SMART and acceptable to the Authority. The Performance Audit report shall address the parameters set forth in Exhibit D.

5.2 The completed Performance Audit shall be submitted to the Authority on or before April 30, 1997.

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**ARTICLE VI**  
**FINANCIAL STATEMENT AUDIT**

6.1 As a condition precedent to the release of the partial payment of the Annual Contribution due in March, 1997 (or any subsequent partial payment), SMART shall provide the Authority with SMART's audited financial statement, prepared in accordance with generally accepted accounting principles ("GAAP") for the year ending June 30, 1996, audited by Deloitte & Touche/Jack Martin & Co. (the "Financial Statements").

6.2 The Financial Statements shall be submitted to the Authority not later than December 31, 1996.

6.3 SMART will provide to the Authority, within thirty (30) days after the end of each fiscal quarter of SMART, quarterly interim compiled financial statements prepared in accordance with GAAP (provided that any notes may be omitted) and consistent with past practices. The Interim Financial Statements shall indicate variances between actual and budgeted amounts for the quarter at the financial statement level.

**ARTICLE VII**  
**ALLOCATION OF MUNICIPAL CREDITS**

7.1 Municipal Credit Funds shall be allocated and paid to the Communities and the Authority in accordance with Exhibit C.

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**ARTICLE VIII**  
**PERFORMANCE OF THE TRANSPORTATION SERVICES**

**8.1   General.**

(a)     SMART shall commence, carry on, and complete the Transportation Services in a sound, economical and efficient manner, and in substantial compliance with the Service Plan.

(b)     Except as expressly set forth in this Agreement, nothing in this Agreement shall subject the Authority to any obligations or liabilities to SMART, its contractors or subcontractors, or any other person not a party to this Agreement, in connection with the performance of any Transportation Services.

8.2   Authority Meetings.     SMART's General Manager and other appropriate representatives shall make their best efforts to attend all meetings of the Authority called to review SMART's compliance with the terms and conditions of this Agreement, at which meetings he or his representatives shall respond to inquiries of the Authority and provide such reports reasonably requested by the Authority.



## ARTICLE IX

### PROJECT ADMINISTRATION AND MANAGEMENT

9.1 In General. SMART is responsible for administration and management of the Transportation Services.

9.2 Inspection Rights. The Authority or its designee may conduct periodic on-site inspections of the Transportation Services to evaluate the effectiveness of SMART's performance of the Transportation Services and its adherence to this Agreement. Inspections by the Authority of Transportation Services shall not relieve SMART of its responsibilities and liabilities hereunder. Any inspection must be coordinated with SMART's personnel for purposes of adhering to applicable safety regulations.

## ARTICLE X

### RECORD KEEPING AND AUDITS

10.1 Records Retention. Financial records, supporting documentation, statistical records, and all other records pertinent to the Transportation Services must be retained by SMART and be made readily available to authorized representatives of the Authority until June 30, 2000.

10.2 Audits. SMART shall permit any representative authorized by the Authority to perform such audit and inspection, to inspect all work, materials, payrolls, and other data and records, including computer or electronically generated records, documents and data, with regard to the Transportation Services, and to audit the books, records, and accounts of SMART and its

contractors and subcontractors with regard to the Transportation Services. The Authority also may require SMART to furnish at any time during the term of this Agreement, audit reports conducted by other third parties with respect to transportation services performed by SMART.

## ARTICLE XI

### INSURANCE

11.1 Liability Insurance. SMART shall purchase and maintain during its 1996-1997 fiscal year and thereafter types and amounts of insurance which are set forth on Exhibit E attached hereto. The contractual liability insurance as applicable to SMART's obligations herein, shall be specifically endorsed to include coverage for the indemnity agreement described in Article XII below.

## ARTICLE XII

### INDEMNIFICATION

12.1 SMART shall hold harmless and indemnify the Authority, and each of its Board members, agents, employees, representatives, attorneys and accountants, 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 it based on any alleged injury (including death) or damage relating to or arising out of any act or omission of SMART, its officers, employees, agents, contractors, subcontractors and licensees, arising out of or in connection with the Transportation Services (as well as any Transportation Services performed by SMART pursuant to any previous contract between SMART and the Authority) and shall pay all damages, judgments, costs, and expenses, including attorney's fees, in connection with any demands and claims resulting

therefrom. The obligations of SMART under this Article <sup>14</sup>~~XIII~~ shall survive the completion of the Transportation Services required to be performed hereunder by SMART.

### ARTICLE XIII

#### NON-COLLUSION

13.1 SMART 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 SMART officer or employee, or any Member shall be admitted to any share or part of this Agreement or to any material benefit arising therefrom.

### ARTICLE XIV

#### SIGNS AND IDENTIFICATION

14.1 The Authority will not be identified on any vehicles, buildings, stations, equipment and other items used or acquired by SMART in connection with the Transportation Services without the prior written consent of the Authority.

### ARTICLE XV

#### SEVERABILITY

15.1 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 XVI**

**ASSIGNMENT AND AGREEMENT**

16.1 This Agreement shall not be assigned, transferred, conveyed, sublet or otherwise disposed of without the prior written consent of SMART and the Authority.

**ARTICLE XVII**

**AMENDMENT**

17.1 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 hereto unless and until such amendment has been executed and made a part of this Agreement.

**ARTICLE XVIII**

**TITLES**

18.1 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 XIX

### DOCUMENTS FORMING THIS AGREEMENT

19.1 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 XX

### APPLICABLE LAW

20.1 This Agreement shall be construed pursuant to and governed by the substantive laws of the State of Michigan and applicable federal law (but any provision of Michigan law shall not apply if the application of such provision would result in the application of the law of a state or jurisdiction other than Michigan).

## ARTICLE XXI

### MISCELLANEOUS

21.1 All notices which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when received if personally delivered; when transmitted if transmitted by telecopy or similar electronic transmission method; one working day after it is sent, if sent by recognized expedited delivery service; and five (5) days after it is sent, if

mailed, first class mail, certified mail, return receipt requested, with postage prepaid. In each case notice shall be sent to:

To the Authority:

Oakland County Public Transportation Authority  
%Michael J. Mayette  
217 North Woodward, Suite 200  
Royal Oak, MI 48067

With a copy to:

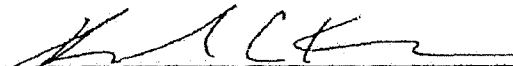
W. Patrick Dreisig, Esq.  
Raymond & Prokop, P.C.  
2000 Town Center, Suite 2400  
Southfield, Michigan 48075

To SMART:

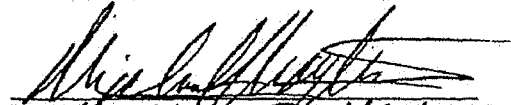
Suburban Mobility Authority for Regional Transportation  
ATTN: Richard C. Kaufman  
600 Woodward Ave., Ste. 900  
Detroit, MI 48226

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed  
as of the 15<sup>th</sup> day of OCTOBER, 1996.

**SUBURBAN MOBILITY AUTHORITY FOR  
REGIONAL TRANSPORTATION**

  
By: RICHARD C. KAUFMAN  
Its: GENERAL MANAGER

**OAKLAND COUNTY PUBLIC  
TRANSPORTATION AUTHORITY**

  
By: MICHAEL J. MAYETTE  
Its: CHAIRMAN

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**PUBLIC TRANSPORTATION SERVICES AGREEMENT**

**SCHEDULE OF EXHIBITS**

Exhibit A	-	Transportation Services
Exhibit B	-	Budget
Exhibit C	-	SMART Resolution
Exhibit D	-	Performance Audit Parameters
Exhibit E	-	Insurance Certificate



**FIRST AMENDMENT TO PUBLIC TRANSPORTATION AGREEMENT  
DATED OCTOBER 15, 1996 BY AND BETWEEN  
SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION  
AND OAKLAND COUNTY PUBLIC TRANSPORTATION AUTHORITY**

This First Amendment to Public Transportation Agreement is made and executed this \_\_\_ day of May, 1997, by and between SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION ("SMART"); and OAKLAND COUNTY PUBLIC TRANSPORTATION AUTHORITY (the "Authority").

**WITNESSETH:**

WHEREAS, on October 15, 1996, SMART and the Authority executed that certain Public Transportation Authority (the "Agreement"); and

WHEREAS, SMART and the Authority, pursuant to Section 17.1 of the Agreement, reserved the right to modify or amend the Agreement via a writing executed by the parties and attached and made a part of the Agreement;

NOW THEREFORE, IT IS AGREED by and between the parties hereto, that said Agreement be and it is hereby amended as follows:

1. Paragraph 2.1 of the Agreement is hereby amended and restated in its entirety to read as follows:

"2.1 SMART agrees to undertake and provide the Transportation Services as set forth in Exhibit A attached hereto (the "Service Plan") in accordance with this Agreement and all applicable federal, state and local laws. The Service Plan will specifically include the June 1996 Bloomfield Township Transit Proposal incorporated into and attached as a part of said Exhibit A."

2. Paragraph 3.3 of the Agreement is hereby amended and restated in its entirety to read as follows:

"3.3 Notwithstanding Sections 3.1 and 3.2 above, the Authority may retain a maximum of \$35,000 of the Annual Contribution from

the first installment due in order to cover the costs of the Authority in connection with the 1996-1997 fiscal year. The Authority shall prepare and provide SMART with an accounting of all expenditures deducted from the Annual Contribution."

3. New Paragraph 3.6 of the Agreement is hereby added in its entirety to read as follows:

"3.6 The Authority's obligation to remit funds to SMART which are related to Transportation Services provided to Bloomfield Township shall be conditional upon the Authority's receipt of the appropriate payment(s) from Bloomfield Township. In the event Bloomfield Township does not remit the appropriate payment(s) for Transportation Services to the Authority, the Authority will not be liable to SMART for any such unremitted funds. SMART's only recourse with respect to any such unremitted funds will be against Bloomfield Township and SMART will hold harmless the Authority with respect to any and all liability for such unremitted funds."

4. This First Amendment is hereby incorporated into and made a part of the Agreement. In all other respects, except as hereinbefore modified and amended, SMART and the Authority hereby ratify and confirm said Agreement.


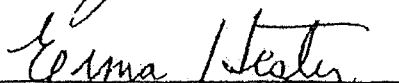
5. This First Amendment may be executed by the parties in counterparts.


IN WITNESS WHEREOF, SMART and the Authority have executed this First Amendment to Public Transportation Agreement as of the day and year first above written.

Signed and delivered in the  
presence of:

SMART:

SUBURBAN MOBILITY AUTHORITY FOR  
REGIONAL TRANSPORTATION

  
By: Richard C. Kaufman  
Its: General Manager

OAKLAND COUNTY PUBLIC TRANSPORTATION  
AUTHORITY

By: Michael J Mayette  
Its: Chairman

Jerry Muntz  
 Robert Scoville

## Bloomfield Township Transit Proposal June, 1996

### Community Based Transit

Three, eight hour shift buses will be allocated for Bloomfield Township each weekday. The service will either be operated directly by SMART or the Township. The *exact design* of the service will be determined by Bloomfield Township with input from SMART. However, the service may look like the following:

**Bus A:** Customers will call in advance to reserve the bus. Any resident may make a reservation for a medical appointment up to six days in advance and up to two days in advance for other purposes. This bus may or may not stay within the confines of the Township.

**Bus B:** Operate during peak travel periods to get Bloomfield Twp. residents and workers from the fixed route service to homes/businesses not located on a main bus route in the Township. Standing Orders (regular reservations) may be scheduled during the times the bus has not been allocated for work type trips.

**Bus C:** Earmarked for group activities like shopping shuttles, meetings at groups like "Mature Minglers", etc. All trips would be pre-scheduled and would operate usually between 9:30 A.M. and 4:30 P.M.

Any decisions on the operation of Community Based Transportation would be finalized by Bloomfield Township.

### Linehaul

**15 Mile Rd.** - Weekday service would be extended along Maple through Bloomfield Township into West Bloomfield. Connections will also be made with the new and remodeled Somerset Collection in the City of Troy.

**Woodward** - All Weekday, Saturday and Sunday service would stop in Bloomfield Township (i.e., at Big Beaver/Quarton and Hickory Grove north to the City of Pontiac).

**Telegraph Rd.** - Weekday and Saturday service would be extended from 14 Mile to Saginaw and Huron in Pontiac and service Bloomfield Town Square.

### Community Credits

Bloomfield Township currently receives \$41,000 in Municipal Credit funding. Additional funding received under the Community Credit program would increase by \$41,000 bringing the total funding available for local programs to \$82,000. Further, \$24,000 would be available for the City of Troy.

**SECOND AMENDMENT TO THE AGREEMENT  
DATED OCTOBER 15, 1996 BY AND BETWEEN  
SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION,  
AND  
OAKLAND COUNTY PUBLIC TRANSPORTATION AUTHORITY**

This Second Amendment to the above-referenced Agreement is made effective this 1<sup>st</sup> day of July, 1997, by and between SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION ("SMART"), a public transportation authority created under the laws of the State of Michigan, and OAKLAND COUNTY PUBLIC TRANSPORTATION AUTHORITY (the "Authority"), a public transportation authority created under the laws of the State of Michigan.

**WITNESSETH:**

WHEREAS, on October 15, 1996, SMART and the Authority executed a certain Public Transportation Agreement (the "Agreement"), which Agreement was previously amended by the parties on May 5, 1997, and

WHEREAS, it is the intention of both SMART and the Authority to extend the initial term of the Agreement for a period of one (1) year, and

WHEREAS, SMART and the Authority, pursuant to Article 17.1 of the Agreement, have reserved the right to modify or amend the Agreement via a writing signed by SMART and the Authority.

NOW THEREFORE, IT IS AGREED by and between the parties hereto, that said Agreement should be and hereby is amended as follows:

1. Except as set forth below, effective July 1, 1997, all current references in the Agreement to the year 1996 shall be modified to make reference to the year 1997, and all current references in the Agreement to the year 1997 shall be modified to make reference to the year 1998.
2. Notwithstanding the foregoing, Section 4.3 of the Agreement shall be amended and related in its entirety to read as follows:

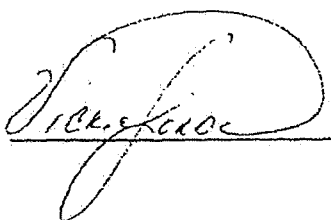
"4.3 SMART shall reduce its retained earnings deficit pursuant to Tab 1, page 4 of the FY98 Operating Budget attached hereto as Exhibit B. SMART shall reduce fifty percent (50%) of the remainder of its retained earnings deficit in its fiscal year ending June 30, 1999 and the remaining fifty percent (50%) of its retained earnings deficit in its fiscal year ending June 30, 2000."

3. In all other respects, except as hereinbefore modified and amended, SMART and the Authority hereby ratify and confirm said Agreement.

4. This Second Amendment may be executed by the parties in counterparts.

IN WITNESS WHEREOF, SMART and the Authority have executed this Second Amendment to the Agreement effective as of the day and year first above written.

Signed and delivered in the  
presence of:

  
\_\_\_\_\_


\_\_\_\_\_

  
\_\_\_\_\_

\_\_\_\_\_

SMART:


SUBURBAN MOBILITY AUTHORITY FOR  
REGIONAL TRANSPORTATION

  
By: \_\_\_\_\_

Its: *General Manager*

The Authority:

OAKLAND COUNTY PUBLIC TRANSPORTATION  
AUTHORITY

  
By: \_\_\_\_\_

*MICHAEL J. MAYETTE*

Its: *CHAIRMAN*

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**THIRD AMENDMENT TO THE AGREEMENT  
DATED OCTOBER 15, 1996 BY AND BETWEEN  
SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION  
AND  
OAKLAND COUNTY PUBLIC TRANSPORTATION AUTHORITY**

This Third Amendment to the above-referenced Agreement is made effective this 15th day of June, 1999, by and between SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION ("SMART"), a public transportation authority created under the laws of the State of Michigan, and OAKLAND COUNTY PUBLIC TRANSPORTATION AUTHORITY (the "Authority"), a public transportation authority created under the laws of the State of Michigan.

**WITNESSETH:**

WHEREAS, on October 15, 1996, SMART and the Authority executed a certain Public Transportation Agreement (the "Agreement"), which Agreement was previously amended by the parties on May 5, 1997 and again on July 1, 1997; and

WHEREAS, it is the intention of both SMART and the Authority to extend the term of the Agreement through June 30, 2000; and

WHEREAS, SMART and the Authority, pursuant to Article 17.1 of the Agreement, have reserved the right to modify or amend the Agreement via a writing signed by SMART and the Authority.

NOW THEREFORE, IT IS AGREED by and between the parties hereto, that said Agreement should be and hereby is amended as follows:

1. The Agreement, as previously amended, shall remain in full force and effect for the fiscal years ending June 30, 1999 and 2000. The provisions of the Agreement, as previously amended, shall apply to the fiscal years ending June 30, 1999 and 2000 in the same manner as they applied to the fiscal year ending June 30, 1998.
2. In all other respects, except as hereinbefore modified and amended, SMART and the Authority hereby ratify and confirm said Agreement.
3. This Third Amendment may be executed by the parties in counterparts.

IN WITNESS WHEREOF, SMART and the Authority have executed this Third Amendment to the Agreement effective as of the day and year first above written.

Signed and delivered in the  
Presence of:

SMART:

SUBURBAN MOBILITY AUTHORITY  
FOR REGIONAL TRANSPORTATION

Aug 14, 1989

Dan G. Dirks

By: Dan G. Dirks

Its: General Manager

THE AUTHORITY:

OAKLAND COUNTY PUBLIC  
TRANSPORTATION AUTHORITY

By:

Its:



SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION

RESOLUTION

Authority to Negotiate and Execute an Amendment to Extend the Contract with  
OCPTA for the Provision of SMART Services

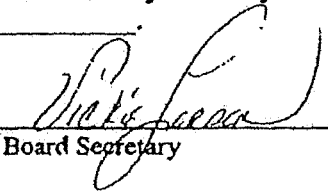
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- Whereas, Most Oakland County voters have approved the levy of a .33 mil property tax to be used for public transportation; and
- Whereas, The Oakland County Public Transportation Authority (OCPTA), was created as the oversight body for acquisition of public transportation services; and
- Whereas, The Board of Directors of the Suburban Mobility Authority for Regional Transportation (SMART), entered into an agreement with OCPTA for SMART to provide transportation services; and
- Whereas, The SMART Board of Directors desires to extend the agreement with the OCPTA through fiscal year 2000; now therefore be it
- Resolved, That the Board of Directors of Suburban Mobility Authority for Regional Transportation authorize the General Manager to negotiate and execute an amendment to the existing contract with OCPTA, extending the term of the agreement.

CERTIFICATE

The undersigned duly qualified Board Secretary of the Suburban Mobility Authority for Regional Transportation certifies the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Board of the Suburban Mobility Authority for Regional Transportation, held on June 24, 1999

June 24, 1999  
Date

  
Board Secretary

No. FY-99-42

**FOURTH AMENDMENT TO THE AGREEMENT  
DATED OCTOBER 15, 1996 BY AND BETWEEN  
SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION,  
AND  
OAKLAND COUNTY PUBLIC TRANSPORTATION AUTHORITY**

This Fourth Amendment to the above-referenced Agreement is made effective this 30th day of June, 1999, by and between SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION ("SMART"), a public transportation authority created under the laws of the State of Michigan, and OAKLAND COUNTY PUBLIC TRANSPORTATION AUTHORITY (the "Authority"), a public transportation authority created under the laws of the State of Michigan.

**WITNESSETH:**

WHEREAS, on October 15, 1996, SMART and the Authority executed a certain Public Transportation Agreement (the "Agreement"), which Agreement was previously amended by the parties on May 5, 1997 and again on July 1, 1997 and again on June 15, 1999; and

WHEREAS, it is the intention of both SMART and the Authority to extend the term of the Agreement through June 30, 2001; and

WHEREAS, SMART and the Authority, pursuant to Article 17.1 of the Agreement, have reserved the right to modify or amend the Agreement via a writing signed by SMART and the Authority.

NOW THEREFORE, IT IS AGREED by and between the parties hereto, that said Agreement should be and hereby is amended as follows:


1. The Agreement, as previously amended, shall remain in full force and effect for the fiscal year ending June 30, 2001. The provisions of the Agreement, as previously amended, shall apply to the fiscal year ending June 30, 2001 in the same manner as they applied to the fiscal year ending June 30, 2000.
2. In all other respects, except as hereinbefore modified and amended, SMART and the Authority hereby ratify and confirm said Agreement.
3. This Fourth Amendment may be executed by the parties in counterparts.

IN WITNESS WHEREOF, SMART and the Authority have executed this Fourth Amendment to the Agreement effective as of the day and year first above written.

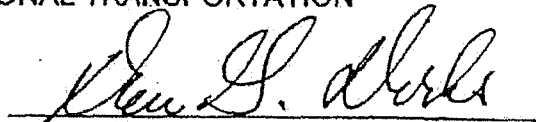
Signed and delivered in the presence of:

**SMART:**

SUBURBAN MOBILITY AUTHORITY FOR  
REGIONAL TRANSPORTATION

  
Avery Gordon  
General Counsel

By:




Its:

General Manager

**THE AUTHORITY:**

OAKLAND COUNTY PUBLIC  
TRANSPORTATION AUTHORITY

  
Mark R. Adams

By:



Its:

Chairman



First National Building  
660 Woodward Avenue  
Detroit, Michigan 48226  
(313) 223-2100

August 31, 2000

Mr. Mark R. Adams  
Raymond & Prokop, P.C.  
26300 Northwestern Hwy., 4<sup>th</sup> Fl.  
P. O. Box 5058  
Southfield, Michigan 48086-5058

Dear Mr. Adams:

Pursuant to your letter of June 22, 2000, I am returning one fully executed original of the Fourth Amendment to the Public Transportation Agreement between SMART and OCPTA. Please keep this for your file.

If I can be of further assistance, please call me at (313) 223-2361.

Sincerely,

Donna S. Sykes  
Ombudsperson - Oakland County

DSS/mr  
Enclosure



Also serving Monroe County



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**FIFTH AMENDMENT TO THE AGREEMENT  
DATED OCTOBER 15, 1996 BY AND BETWEEN  
SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION,  
AND  
OAKLAND COUNTY PUBLIC TRANSPORTATION AUTHORITY**

This Fifth Amendment to the above-referenced Agreement is made this 11th day of December, 2001, but is effective for all purposes as of July 1, 2001, by and between SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION ("SMART"), a public transportation authority created under the laws of the State of Michigan, and OAKLAND COUNTY PUBLIC TRANSPORTATION AUTHORITY (the "Authority"), a public transportation authority created under the laws of the State of Michigan.

**WITNESSETH:**

WHEREAS, on October 15, 1996, SMART and the Authority executed a certain Public Transportation Agreement (the "Agreement"), which Agreement was previously amended by the parties on May 5, 1997, amended again on July 1, 1997, amended again on June 15, 1999 and amended again on June 30, 1999

WHEREAS, it is the intention of both SMART and the Authority to extend the term of the Agreement through June 30, 2002; and

WHEREAS, SMART and the Authority, pursuant to Article 17.1 of the Agreement, have reserved the right to modify or amend the Agreement via a writing signed by SMART and the Authority.

NOW THEREFORE, IT IS AGREED by and between the parties hereto, that said Agreement should be and hereby is amended as follows:

1. The Agreement, as previously amended, shall remain in full force and effect for the fiscal year ending June 30, 2002. The provisions of the Agreement, as previously amended, shall apply to the fiscal year ending June 30, 2002 in the same manner as they applied to the fiscal year ending June 30, 2001.
2. In all other respects, except as hereinbefore modified and amended, SMART and the Authority hereby ratify and confirm said Agreement.
3. This Fifth Amendment may be executed by the parties in counterparts.

IN WITNESS WHEREOF, SMART and the Authority have executed this Fifth Amendment to the Agreement effective as of the day and year first above written.

Signed and delivered in the presence of:

**SMART:**

SUBURBAN MOBILITY AUTHORITY  
FOR REGIONAL TRANSPORTATION

Mark R. Adams

Ronald R. Platon

By:

Its:

Secretary Officer

**THE AUTHORITY:**

OAKLAND COUNTY PUBLIC  
TRANSPORTATION AUTHORITY

Mark R. Adams

Eric R. Rayson

By:

Its:

Secretary

::ODMA\HODMA\main;335899;1

**SIXTH AMENDMENT TO THE AGREEMENT  
DATED OCTOBER 15, 1996 BY AND BETWEEN  
SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION  
AND  
OAKLAND COUNTY PUBLIC TRANSPORTATION AUTHORITY**

This Sixth Amendment to the above-referenced Agreement is made this 15th day of October 2002, but is effective for all purposes as of July 1, 2001, by and between SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION ("SMART"), a public transportation authority created under the laws of the State of Michigan, and OAKLAND COUNTY PUBLIC TRANSPORTATION AUTHORITY (the "Authority"), a public transportation authority created under the laws of the State of Michigan.

**WITNESSETH:**

WHEREAS, on October 15, 1996, SMART and the Authority executed a certain Public Transportation Agreement (the "Agreement"), which Agreement was previously amended by the parties on May 5, 1997, amended again on July 1, 1997, amended again on June 15, 1999, amended again on June 30, 1999 and amended again on December 11, 2001.

WHEREAS, It is the intention of both SMART and the Authority to extend the term of the Agreement through June 30, 2003; and

WHEREAS, SMART and the Authority, pursuant to Article 17.1 of the Agreement, have reserved the right to modify or amend the Agreement via a writing signed by SMART and the Authority.

NOW THEREFORE, IT IS AGREED by and between the parties hereto, that said Agreement should be and hereby is amended as follows:

1. The Agreement, as previously amended, shall remain in full force and effect for the fiscal year ending June 30, 2003. The provisions of the Agreement, as previously amended, shall apply to the fiscal year ending June 30, 2003 in the same manner as they applied to the fiscal year ending June 30, 2002.
2. By December 31, 2002, SMART and the Authority will review and discuss Section 5.1 of the Agreement to determine whether an amendment to Section 5.1 is appropriate. If the parties, acting diligently and in good faith determine that Section 5.1 should be amended, the Authority will promptly prepare an appropriate document administering such amendment for execution by the parties.
3. In all other respects, except as hereinbefore modified and amended, SMART and the Authority hereby ratify and confirm said Agreement.
4. This Sixth Amendment may be executed by the parties in counterparts.

IN WITNESS WHEREOF, SMART and the Authority have executed this Sixth Amendment to the Agreement effective as of the day and year first above written.

Signed and delivered in the presence of:

SMART:

SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION

*Stefan J. Kieffer*  
Secretary to GM/Board

By: *Martin M. Wigan*  
Its: *Chairperson*

THE AUTHORITY:

OAKLAND COUNTY PUBLIC TRANSPORTATION AUTHORITY

*Lena M. Wigan*  
Deputy Chair  
*Bessie A. Russell*  
Bessie A. Russell

By: *Patricia Paruch*  
PATRICIA PARUCH  
Its: *CHAIRPERSON*



**SEVENTH AMENDMENT TO THE AGREEMENT  
DATED OCTOBER 15, 1996 BY AND BETWEEN  
SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION  
AND  
OAKLAND COUNTY PUBLIC TRANSPORTATION AUTHORITY**

This Seventh Amendment to the above-referenced Agreement (the "Seventh Amendment") is made this 8<sup>th</sup> day of May 2003, by and between SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION, a public transportation authority created under the laws of the State of Michigan ("SMART"); and OAKLAND COUNTY PUBLIC TRANSPORTATION AUTHORITY, a public transportation authority created under the laws of the State of Michigan (the "Authority").

**WITNESSETH:**

WHEREAS, on October 15, 1996, SMART and the Authority executed a certain Public Transportation Agreement (the "Agreement"), which Agreement was previously amended for the first time by the parties on May 5, 1997; amended for a second time on July 1, 1997; amended for a third time on June 15, 1999; amended for a fourth time on June 30, 1999; amended for a fifth time on December 11, 2001; and amended for a sixth time in October of 2002; and

WHEREAS, SMART and the Authority, pursuant to Article 17.1 of the Agreement, have reserved the right to modify or amend the Agreement via a writing signed by SMART and the Authority;

WHEREAS, both SMART and the Authority desire and intend to extend the term of the Agreement through June 30, 2004 via this Seventh Amendment; and

~~WHEREAS, both SMART and the Authority desire and intend to make other revisions to the Agreement via this Seventh Amendment.~~ PP PP

NOW THEREFORE, IT IS AGREED by and between the parties hereto, that said Agreement should be and hereby is amended as follows:

1. The Agreement, as previously amended and as amended via this Seventh Amendment, shall remain in full force and effect for the fiscal year ending June 30, 2004. The provisions of the Agreement, as previously amended and as amended via this Seventh Amendment, shall apply to the fiscal year ending June 30, 2004 in the same manner as they applied to the fiscal year ending June 30, 2003.

~~2. New Section 5.3 to the Agreement is hereby added to read as follows:~~

~~"5.3 In lieu of the annual Performance Audit required under this Article V, the Authority may request and SMART shall allow that the Oakland County Internal Auditing Division (or its successor body) or an external third party audit agency as selected by the Authority's Board in its discretion (an "Evaluator") perform annual financial and compliance evaluations regarding SMART as the Evaluator deems appropriate (the "Alternate Evaluation"). The Evaluator shall~~ PP

~~have the authority to access all pertinent SMART records and interview any of SMART's employees, agents and representatives during the term of the Agreement and for a period of three years after SMART receives its final payment under the Agreement from the Authority (the "Evaluation Period"). During the Evaluation Period, SMART will promptly forward to the Oakland County Internal Auditing Division any and all service, financial and compliance audits, reviews and evaluations performed regarding SMART, including but not limited to evaluations performed by Federal transportation authorities. The costs of each Alternate Evaluation shall be borne by the Authority, but shall reduce the Annual Contribution due SMART pursuant to this Agreement."~~

PP DT

3. In all other respects, except as hereinbefore modified and amended, SMART and the Authority hereby ratify and confirm said Agreement.

4. This Seventh Amendment may be executed by the parties in counterparts.

IN WITNESS WHEREOF, SMART and the Authority have executed this Seventh Amendment to the Agreement effective as of the day and year first above written.

Signed and delivered in the presence of:

SMART:

SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION

Mark R. Cole

By:

[Signature]

Its:

GENERAL MANAGER

Danuta W. Winkler

THE AUTHORITY:

OAKLAND COUNTY PUBLIC TRANSPORTATION AUTHORITY

Mark R. Cole

By:

[Signature]

Its:

SECRETARY

Danuta W. Winkler

By:

[Signature]

Its:

CHAIRMAN

**EIGHTH AMENDMENT TO THE PUBLIC TRANSPORTATION AGREEMENT  
DATED OCTOBER 15, 1996 BY AND BETWEEN  
SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION  
AND  
OAKLAND COUNTY PUBLIC TRANSPORTATION AUTHORITY**

This Eighth Amendment to the above-referenced Agreement (the "Eighth Amendment") is executed as of the dates set forth at the bottom of this Eighth Amendment, but is effective for all purposes as of the 30<sup>th</sup> day of June 2004, by and between SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION, a public transportation authority created under the laws of the State of Michigan ("SMART"); and OAKLAND COUNTY PUBLIC TRANSPORTATION AUTHORITY, a public transportation authority created under the laws of the State of Michigan (the "Authority").

**WITNESSETH:**

WHEREAS, on October 15, 1996, SMART and the Authority executed a certain Public Transportation Agreement (the "Agreement"), which Agreement was previously amended for the first time by the parties on May 5, 1997; amended for a second time on July 1, 1997; amended for a third time on June 15, 1999; amended for a fourth time on June 30, 1999; amended for a fifth time on December 11, 2001; amended for a sixth time in October of 2002; and amended for a seventh May 8, 2004; and

WHEREAS, SMART and the Authority, pursuant to Article 17.1 of the Agreement, have reserved the right to modify or amend the Agreement via a writing signed by SMART and the Authority;

WHEREAS, both SMART and the Authority desire and intend to extend the term of the Agreement through June 30, 2005 via this Eighth Amendment; and

WHEREAS, both SMART and the Authority desire and intend to make other revisions to the Agreement via this Eighth Amendment.

NOW THEREFORE, IT IS AGREED by and between the parties hereto, that said Agreement should be and hereby is amended as follows:

1. The Agreement, as previously amended and as amended via this Eighth Amendment, shall remain in full force and effect for the fiscal year ending June 30, 2005. The provisions of the Agreement, as previously amended and as amended via this Eighth Amendment, shall apply to the fiscal year ending June 30, 2005 in the same manner as they applied to the fiscal year ending June 30, 2004.

2. New Section 3.6 to the Agreement is hereby added to read as follows:

"3.6 Notwithstanding the foregoing provisions of this Article III, for fiscal years beginning with the fiscal year ending June 30, 2005, the Authority will distribute the Annual Contribution to SMART according to the following schedule:

a. Receipts transferred by Oakland County from the Tax Collections fund to the OCPTA fund from the first (1<sup>st</sup>) through the fifteenth (15<sup>th</sup>) day of a month will be distributed to SMART on the 30<sup>th</sup> day of that month.

b. Receipts transferred by Oakland County from the Tax Collections fund to the OCPTA fund from the sixteenth (16<sup>th</sup>) through the last day of a month will be distributed to SMART on the fifteenth (15<sup>th</sup>) day of the immediately following month.

c. The first distribution to SMART for each fiscal year will be made after deposits total more than the Thirty Thousand & 00/100 (\$30,000.00) Dollar amount that must be withheld from the first payment pursuant to Section 3.3 above.

2. New Section 5.3 to the Agreement is hereby added to read as follows:

"5.3 Notwithstanding the foregoing provisions of this Article V, as a condition precedent to renewal of this Agreement, for fiscal years starting with the fiscal year ending June 30, 2005, SMART shall provide the Authority with written performance statistics for the most recent prior contract year for which such statistics are available, and more current performance statistics as available, regarding SMART's public transportation services. Such statistics shall include, but not be limited to, service evaluation statistics, summary survey results, average daily ridership statistics for SMART's Community Partnership Program and other performance statistics reasonably required by the Authority (the "Performance Data"). SMART shall submit the Performance Data to the Authority on or before April 30 of each year during the term of this Agreement. If the Authority timely receives the Performance Data, on or before June 15 of that year the Authority will review the Performance Data to determine whether SMART's public transportation services in Oakland County are reasonably acceptable and warrant renewal of the Agreement. For example, on or before April 30, 2005, SMART will submit to the Authority Performance Data for the fiscal year ending June 30, 2005 and the Authority will review and evaluate that Performance Data by June 15, 2005."

4. In all other respects, except as hereinbefore modified and amended, SMART and the Authority hereby ratify and confirm said Agreement.

5. The parties may execute this Eighth Amendment in counterparts.

Signed and delivered in the presence of:

SUBURBAN MOBILITY AUTHORITY FOR  
REGIONAL TRANSPORTATION

By:

Its:

Date: <sup>August</sup> ~~July~~ 10, 2004

OAKLAND COUNTY PUBLIC TRANSPORTATION AUTHORITY

By:

**Its:**

Date: ~~July~~ September 8, 2004

**NINTH AMENDMENT TO THE PUBLIC TRANSPORTATION AGREEMENT  
DATED OCTOBER 15, 1996 BY AND BETWEEN  
SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION  
AND  
OAKLAND COUNTY PUBLIC TRANSPORTATION AUTHORITY**

This Ninth Amendment to the above-referenced Agreement (the "Eighth Amendment") is executed as of the dates set forth at the bottom of this Ninth Amendment, but is effective for all purposes as of the 30<sup>th</sup> day of June 2005, by and between SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION, a public transportation authority created under the laws of the State of Michigan ("SMART"); and OAKLAND COUNTY PUBLIC TRANSPORTATION AUTHORITY, a public transportation authority created under the laws of the State of Michigan (the "Authority").

**WITNESSETH:**

WHEREAS, on October 15, 1996, SMART and the Authority executed a certain Public Transportation Agreement (the "Agreement"), which Agreement was previously amended for the first time by the parties on May 5, 1997; amended for a second time on July 1, 1997; amended for a third time on June 15, 1999; amended for a fourth time on June 30, 1999; amended for a fifth time on December 11, 2001; amended for a sixth time in October of 2002; amended for a seventh time May 8, 2004; and amended for an eighth time effective June 30, 2004, and

WHEREAS, SMART and the Authority, pursuant to Article 17.1 of the Agreement, have reserved the right to modify or amend the Agreement via a writing signed by SMART and the Authority;

WHEREAS, both SMART and the Authority desire and intend to extend the term of the Agreement through June 30, 2006 via this Ninth Amendment; and

WHEREAS, both SMART and the Authority desire and intend to make other revisions to the Agreement via this Ninth Amendment.

NOW THEREFORE, IT IS AGREED by and between the parties hereto, that said Agreement should be and hereby is amended as follows:

1. The Agreement, as previously amended and as amended via this Ninth Amendment, shall remain in full force and effect for the fiscal year ending June 30, 2006. The provisions of the Agreement, as previously amended and as amended via this Ninth Amendment, shall apply to the fiscal year ending June 30, 2006 in the same manner as they applied to the fiscal year ending June 30, 2005.

2. In all other respects, except as hereinbefore modified and amended, SMART and the Authority hereby ratify and confirm said Agreement.

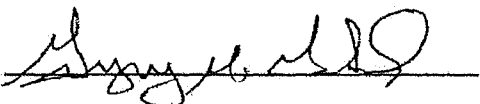
3. The parties may execute this Ninth Amendment in counterparts.

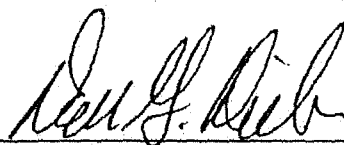
IN WITNESS WHEREOF, SMART and the Authority have executed this Ninth Amendment to the Agreement effective as of the day and year first above written.

Signed and delivered in the presence of:

**SMART:**

SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION



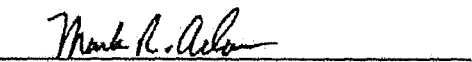
By: 

Its: \_\_\_\_\_

Date: May 19, 2005

**THE AUTHORITY:**

OAKLAND COUNTY PUBLIC TRANSPORTATION AUTHORITY



By: 

Its: Chair

Date: May 19, 2005

2. In all other respects, except as hereinbefore modified and amended, SMART and the Authority hereby ratify and confirm said Agreement.

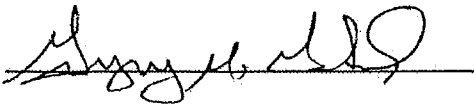
3. The parties may execute this Ninth Amendment in counterparts.

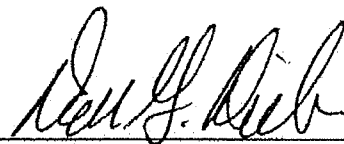
IN WITNESS WHEREOF, SMART and the Authority have executed this Ninth Amendment to the Agreement effective as of the day and year first above written.

Signed and delivered in the  
presence of:

**SMART:**

SUBURBAN MOBILITY AUTHORITY FOR  
REGIONAL TRANSPORTATION



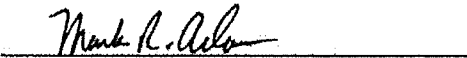
By: 

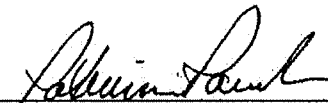
Its: \_\_\_\_\_

Date: May 19, 2005

**THE AUTHORITY:**

OAKLAND COUNTY PUBLIC TRANSPOR-  
TATION AUTHORITY



By: 

Its: Chair

Date: May 19, 2005



**TENTH AMENDMENT TO THE PUBLIC TRANSPORTATION AGREEMENT  
DATED OCTOBER 15, 1996 BY AND BETWEEN  
SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION  
AND  
OAKLAND COUNTY PUBLIC TRANSPORTATION AUTHORITY**

This Tenth Amendment to the above-referenced Agreement (the "Tenth Amendment") is executed as of the dates set forth at the bottom of this Tenth Amendment, but is effective for all purposes as of the 30<sup>th</sup> day of June 2006, by and between SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION, a public transportation authority created under the laws of the State of Michigan ("SMART"); and OAKLAND COUNTY PUBLIC TRANSPORTATION AUTHORITY, a public transportation authority created under the laws of the State of Michigan (the "Authority").

**WITNESSETH:**

WHEREAS, on October 15, 1996, SMART and the Authority executed a certain Public Transportation Agreement (the "Agreement"), which Agreement was previously amended for the first time by the parties on May 5, 1997; amended for a second time on July 1, 1997; amended for a third time on June 15, 1999; amended for a fourth time on June 30, 1999; amended for a fifth time on December 11, 2001; amended for a sixth time in October of 2002; amended for a seventh time May 8, 2004; amended for an eighth time effective June 30, 2004; amended for a ninth time on May 19, 2005, and

WHEREAS, SMART and the Authority, pursuant to Article 17.1 of the Agreement, have reserved the right to modify or amend the Agreement via a writing signed by SMART and the Authority;

WHEREAS, both SMART and the Authority desire and intend to extend the term of the Agreement through June 30, 2007 via this Tenth Amendment; and

WHEREAS, both SMART and the Authority desire and intend to make other revisions to the Agreement via this Tenth Amendment.

NOW THEREFORE, IT IS AGREED by and between the parties hereto, that said Agreement should be and hereby is amended as follows:

1. The Agreement, as previously amended and as amended via this Tenth Amendment, shall remain in full force and effect for the fiscal year ending June 30, 2007. The provisions of the Agreement, as previously amended and as amended via this Tenth Amendment, shall apply to the fiscal year ending June 30, 2007 in the same manner as they applied to the fiscal year ending June 30, 2006.

2. In all other respects, except as hereinbefore modified and amended, SMART and the Authority hereby ratify and confirm said Agreement.

3. The parties may execute this Tenth Amendment in counterparts.

IN WITNESS WHEREOF, SMART and the Authority have executed this Tenth Amendment to the Agreement effective as of the day and year first above written.

Signed and delivered in the  
presence of:

**SMART:**

SUBURBAN MOBILITY AUTHORITY FOR  
REGIONAL TRANSPORTATION


By: 

Its: \_\_\_\_\_

Date: 4/16, 2006

**THE AUTHORITY:**

OAKLAND COUNTY PUBLIC TRANSPORTATION  
AUTHORITY



By: 

Its: Secretary

Date: 3/8, 2006

Hi Mark,

Here is a copy of the 10th amendment.

**ELEVENTH AMENDMENT TO THE PUBLIC TRANSPORTATION AGREEMENT  
DATED OCTOBER 15, 1996 BY AND BETWEEN  
SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION  
AND  
OAKLAND COUNTY PUBLIC TRANSPORTATION AUTHORITY**

This Eleventh Amendment to the above-referenced Agreement (the "11<sup>th</sup> Amendment") is executed as of the dates set forth at the bottom of this 11<sup>th</sup> Amendment, but is effective for all purposes as of the 30<sup>th</sup> day of June 2007, by and between SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION, a public transportation authority created under the laws of the State of Michigan ("SMART"); and OAKLAND COUNTY PUBLIC TRANSPORTATION AUTHORITY, a public transportation authority created under the laws of the State of Michigan (the "Authority").

**WITNESSETH:**

WHEREAS, on October 15, 1996, SMART and the Authority executed a certain Public Transportation Agreement (the "Agreement"), which Agreement was previously amended for the first time by the parties on May 5, 1997; amended for a second time on July 1, 1997; amended for a third time on June 15, 1999; amended for a fourth time on June 30, 1999; amended for a fifth time on December 11, 2001; amended for a sixth time in October of 2002; amended for a seventh time May 8, 2004; amended for an eighth time effective June 30, 2004; amended for a ninth time on May 19, 2005; and amended for a tenth time effective June 30, 2006, and

WHEREAS, SMART and the Authority, pursuant to Article 17.1 of the Agreement, have reserved the right to modify or amend the Agreement via a writing signed by SMART and the Authority;

WHEREAS, both SMART and the Authority desire and intend to extend the term of the Agreement through June 30, 2008 via this 11<sup>th</sup> Amendment; and

WHEREAS, both SMART and the Authority desire and intend to make other revisions to the Agreement via this 11<sup>th</sup> Amendment.

NOW THEREFORE, IT IS AGREED by and between the parties hereto, that said Agreement should be and hereby is amended as follows:

1. The Agreement, as previously amended and as amended via this 11<sup>th</sup> Amendment, shall remain in full force and effect for the fiscal year ending June 30, 2008. The provisions of the Agreement, as previously amended and as amended via this 11<sup>th</sup> Amendment, shall apply to the fiscal year ending June 30, 2008 in the same manner as they applied to the fiscal year ending June 30, 2007.

2. In all other respects, except as hereinbefore modified and amended, SMART and the Authority hereby ratify and confirm said Agreement.

3. The parties may execute this 11<sup>th</sup> Amendment in counterparts.

IN WITNESS WHEREOF, SMART and the Authority have executed this 11<sup>th</sup> Amendment to the Agreement effective as of the day and year first above written.

Signed and delivered in the  
presence of:

**SMART:**

SUBURBAN MOBILITY AUTHORITY FOR  
REGIONAL TRANSPORTATION

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2007

**THE AUTHORITY:**

OAKLAND COUNTY PUBLIC TRANSPOR-  
TATION AUTHORITY

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2007

**TWELFTH AMENDMENT TO THE PUBLIC TRANSPORTATION AGREEMENT  
DATED OCTOBER 15, 1996 BY AND BETWEEN  
SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION  
AND  
OAKLAND COUNTY PUBLIC TRANSPORTATION AUTHORITY**

This Twelfth Amendment to the above-referenced Agreement (the "12<sup>th</sup> Amendment") is executed as of the dates set forth at the bottom of this 12<sup>th</sup> Amendment, but is effective for all purposes as of the 30<sup>th</sup> day of June 2008, by and between SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION, a public transportation authority created under the laws of the State of Michigan ("SMART"); and OAKLAND COUNTY PUBLIC TRANSPORTATION AUTHORITY, a public transportation authority created under the laws of the State of Michigan (the "Authority").

**WITNESSETH:**

WHEREAS, on October 15, 1996, SMART and the Authority executed a certain Public Transportation Agreement (the "Agreement"), which Agreement was previously amended for the first time by the parties on May 5, 1997; amended for a second time on July 1, 1997; amended for a third time on June 15, 1999; amended for a fourth time on June 30, 1999; amended for a fifth time on December 11, 2001; amended for a sixth time in October of 2002; amended for a seventh time May 8, 2004; amended for an eighth time effective June 30, 2004; amended for a ninth time on May 19, 2005; amended for a tenth time effective June 30, 2006; and amended for an eleventh time effective June 30, 2007;

WHEREAS, the county public transportation millage referenced in the Agreement has increased twice since 1995, and is now .59 mills;

WHEREAS, SMART and the Authority, pursuant to Article 17.1 of the Agreement, have reserved the right to modify or amend the Agreement via a writing signed by SMART and the Authority;

WHEREAS, both SMART and the Authority desire and intend to extend the term of the Agreement through June 30, 2009 via this 12<sup>th</sup> Amendment; and

WHEREAS, both SMART and the Authority desire and intend to make other revisions to the Agreement via this 12<sup>th</sup> Amendment.

NOW THEREFORE, IT IS AGREED by and between the parties hereto, that said Agreement should be and hereby is amended as follows:

1. The Agreement, as previously amended and as amended via this 12<sup>th</sup> Amendment, shall remain in full force and effect for the fiscal year ending June 30, 2009. The provisions of the Agreement, as previously amended and as amended via this 12<sup>th</sup> Amendment, shall apply to the fiscal year ending June 30, 2009 in the same manner as they applied to the fiscal year ending June 30, 2008, subject to the current .59 mills county public transportation tax.

2. In all other respects, except as hereinbefore modified and amended, SMART and the Authority hereby ratify and confirm said Agreement.

3. The parties may execute this 12<sup>th</sup> Amendment in counterparts.

IN WITNESS WHEREOF, SMART and the Authority have executed this 12<sup>th</sup> Amendment to the Agreement effective as of the day and year first above written.

Signed and delivered in the  
presence of:

**SMART:**

SUBURBAN MOBILITY AUTHORITY FOR  
REGIONAL TRANSPORTATION

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2008

**THE AUTHORITY:**

OAKLAND COUNTY PUBLIC TRANSPOR-  
TATION AUTHORITY

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2008

**THIRTEENTH AMENDMENT TO THE PUBLIC TRANSPORTATION AGREEMENT  
DATED OCTOBER 15, 1996 BY AND BETWEEN  
SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION  
AND  
OAKLAND COUNTY PUBLIC TRANSPORTATION AUTHORITY**

This Thirteenth Amendment to the above-referenced Agreement (the "13th Amendment") is executed as of the dates set forth at the bottom of this 13th Amendment, but is effective for all purposes as of the 30<sup>th</sup> day of June 2009, by and between SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION, a public transportation authority created under the laws of the State of Michigan ("SMART"); and OAKLAND COUNTY PUBLIC TRANSPORTATION AUTHORITY, a public transportation authority created under the laws of the State of Michigan (the "Authority").

WITNESSETH:

WHEREAS, on October 15, 1996, SMART and the Authority executed a certain Public Transportation Agreement (the "Agreement"), which Agreement was previously amended for the first time by the parties on May 5, 1997; amended for a second time on July 1, 1997; amended for a third time on June 15, 1999; amended for a fourth time on June 30, 1999; amended for a fifth time on December 11, 2001; amended for a sixth time in October of 2002; amended for a seventh time May 8, 2004; amended for an eighth time effective June 30, 2004; amended for a ninth time on May 19, 2005; amended for a tenth time effective June 30, 2006; amended for an eleventh time effective June 30, 2007; and amended for a twelfth time effective June 30, 2008;

WHEREAS, the county public transportation millage referenced in the Agreement has increased twice since 1995, and is now .59 mils;

WHEREAS, SMART and the Authority, pursuant to Article 17.1 of the Agreement, have reserved the right to modify or amend the Agreement via a writing signed by SMART and the Authority;

WHEREAS, both SMART and the Authority desire and intend to extend the term of the Agreement through June 30, 2010 via this 13th Amendment; and

WHEREAS, both SMART and the Authority desire and intend to make other revisions to the Agreement via this 13th Amendment.

NOW THEREFORE, IT IS AGREED by and between the parties hereto, that said Agreement should be and hereby is amended as follows:

1. The Agreement, as previously amended and as amended via this 13th Amendment, shall remain in full force and effect for the fiscal year ending June 30, 2010. The provisions of the Agreement, as previously amended and as amended via this 13th Amendment, shall apply to the fiscal year ending June 30, 2010 in the same manner as they applied to the fiscal year ending June 30, 2009, subject to the current .59 mils county public transportation tax.



2. In all other respects, except as hereinbefore modified and amended, SMART and the Authority hereby ratify and confirm said Agreement.

3. The parties may execute this 13th Amendment in counterparts.

IN WITNESS WHEREOF, SMART and the Authority have executed this 13th Amendment to the Agreement effective as of the day and year first above written.

Signed and delivered in the  
presence of:

**SMART:**

SUBURBAN MOBILITY AUTHORITY FOR  
REGIONAL TRANSPORTATION

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2009

**THE AUTHORITY:**

OAKLAND COUNTY PUBLIC TRANSPOR-  
TATION AUTHORITY

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2009

**FOURTEENTH AMENDMENT TO THE PUBLIC TRANSPORTATION AGREEMENT  
DATED OCTOBER 15, 1996 BY AND BETWEEN  
SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION  
AND  
OAKLAND COUNTY PUBLIC TRANSPORTATION AUTHORITY**

This Fourteenth Amendment to the above-referenced Agreement (the "14th Amendment") is executed as of the dates set forth at the bottom of this 14th Amendment, but is effective for all purposes as of the 30<sup>th</sup> day of June 2010, by and between SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION, a public transportation authority created under the laws of the State of Michigan ("SMART"); and OAKLAND COUNTY PUBLIC TRANSPORTATION AUTHORITY, a public transportation authority created under the laws of the State of Michigan (the "Authority").

WITNESSETH:

WHEREAS, on October 15, 1996, SMART and the Authority executed a certain Public Transportation Agreement (the "Agreement"), which Agreement was previously amended for the first time by the parties on May 5, 1997; amended for a second time on July 1, 1997; amended for a third time on June 15, 1999; amended for a fourth time on June 30, 1999; amended for a fifth time on December 11, 2001; amended for a sixth time in October of 2002; amended for a seventh time May 8, 2004; amended for an eighth time effective June 30, 2004; amended for a ninth time on May 19, 2005; amended for a tenth time effective June 30, 2006; amended for an eleventh time effective June 30, 2007; amended for a twelfth time effective June 30, 2008; and amended for a thirteenth time effective June 30, 2009.

WHEREAS, the county public transportation millage referenced in the Agreement is now .59 mils;

WHEREAS, SMART and the Authority, pursuant to Article 17.1 of the Agreement, have reserved the right to modify or amend the Agreement via a writing signed by SMART and the Authority;

WHEREAS, both SMART and the Authority desire and intend to extend the term of the Agreement through June 30, 2011 via this 14th Amendment; and

WHEREAS, both SMART and the Authority desire and intend to make other revisions to the Agreement via this 14th Amendment.

NOW THEREFORE, IT IS AGREED by and between the parties hereto, that said Agreement should be and hereby is amended as follows:

1. The Agreement, as previously amended and as amended via this 14th Amendment, shall remain in full force and effect for the fiscal year ending June 30, 2011. The provisions of the Agreement, as previously amended and as amended via this 14th Amendment, shall apply to the fiscal year ending June 30, 2011 in the same manner as they applied to the fiscal year ending June 30, 2010, subject to the current .59 mils county public transportation tax (the "Tax").

2. This 14<sup>th</sup> Amendment is subject to the results of a special millage election to be held on August 3, 2010, whereby the Authority seeks to renew the Tax through 2011.

3. In all other respects, except as hereinbefore modified and amended, SMART and the Authority hereby ratify and confirm said Agreement.

4. The parties may execute this 14th Amendment in counterparts.

IN WITNESS WHEREOF, SMART and the Authority have executed this 14th Amendment to the Agreement effective as of the day and year first above written.

Signed and delivered in the  
presence of:

**SMART:**

SUBURBAN MOBILITY AUTHORITY FOR  
REGIONAL TRANSPORTATION

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2010

**THE AUTHORITY:**

OAKLAND COUNTY PUBLIC TRANSPOR-  
TATION AUTHORITY

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2010

**FIFTEENTH AMENDMENT TO THE PUBLIC TRANSPORTATION AGREEMENT  
DATED OCTOBER 15, 1996 BY AND BETWEEN  
SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION  
AND  
OAKLAND COUNTY PUBLIC TRANSPORTATION AUTHORITY**

This Fifteenth Amendment to the above-referenced Agreement (the "15th Amendment") is executed as of the dates set forth at the bottom of this 15th Amendment, but is effective for all purposes as of the 30<sup>th</sup> day of June 2011, by and between SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION, a public transportation authority created under the laws of the State of Michigan ("SMART"); and OAKLAND COUNTY PUBLIC TRANSPORTATION AUTHORITY, a public transportation authority created under the laws of the State of Michigan (the "Authority").

WITNESSETH:

WHEREAS, on October 15, 1996, SMART and the Authority executed a certain Public Transportation Agreement (the "Agreement"), which Agreement was previously amended for the first time by the parties on May 5, 1997; amended for a second time on July 1, 1997; amended for a third time on June 15, 1999; amended for a fourth time on June 30, 1999; amended for a fifth time on December 11, 2001; amended for a sixth time in October of 2002; amended for a seventh time May 8, 2004; amended for an eighth time effective June 30, 2004; amended for a ninth time on May 19, 2005; amended for a tenth time effective June 30, 2006; amended for an eleventh time effective June 30, 2007; amended for a twelfth time effective June 30, 2008; amended for a thirteenth time effective June 30, 2009; and amended for a fourteenth time effective June 30, 2010.

WHEREAS, the county public transportation millage referenced in the Agreement is now .59 mils;

WHEREAS, SMART and the Authority, pursuant to Article 17.1 of the Agreement, have reserved the right to modify or amend the Agreement via a writing signed by SMART and the Authority;

WHEREAS, both SMART and the Authority desire and intend to extend the term of the Agreement through June 30, 2012 via this 15th Amendment; and

WHEREAS, both SMART and the Authority desire and intend to make other revisions to the Agreement via this 15th Amendment.

NOW THEREFORE, IT IS AGREED by and between the parties hereto, that said Agreement should be and hereby is amended as follows:

1. The Agreement, as previously amended and as amended via this 15th Amendment, shall remain in full force and effect for the fiscal year ending June 30, 2012. The provisions of the Agreement, as previously amended and as amended via this 15th Amendment, shall apply to the fiscal year ending June 30, 2012 in the same manner as they applied to the fiscal year ending June 30, 2011, subject to the current .59 mils county public transportation tax.

2. In all other respects, except as hereinbefore modified and amended, SMART and the Authority hereby ratify and confirm said Agreement.

3. The parties may execute this 15th Amendment in counterparts.

IN WITNESS WHEREOF, SMART and the Authority have executed this 15th Amendment to the Agreement effective as of the day and year first above written.

Signed and delivered in the  
presence of:

**SMART:**

SUBURBAN MOBILITY AUTHORITY FOR  
REGIONAL TRANSPORTATION

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2011

**THE AUTHORITY:**

OAKLAND COUNTY PUBLIC TRANSPOR-  
TATION AUTHORITY

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2011

**SIXTEENTH AMENDMENT TO THE PUBLIC TRANSPORTATION AGREEMENT  
DATED OCTOBER 15, 1996 BY AND BETWEEN  
SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION  
AND  
OAKLAND COUNTY PUBLIC TRANSPORTATION AUTHORITY**

This Sixteenth Amendment to the above-referenced Agreement (the "16th Amendment") is executed as of the dates set forth at the bottom of this 16th Amendment, but is effective for all purposes as of the 30<sup>th</sup> day of June 2012, by and between SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION, a public transportation authority created under the laws of the State of Michigan ("SMART"); and OAKLAND COUNTY PUBLIC TRANSPORTATION AUTHORITY, a public transportation authority created under the laws of the State of Michigan (the "Authority").

**WITNESSETH:**

WHEREAS, on October 15, 1996, SMART and the Authority executed a certain Public Transportation Agreement (the "Agreement"), which Agreement was previously amended for the first time by the parties on May 5, 1997; amended for a second time on July 1, 1997; amended for a third time on June 15, 1999; amended for a fourth time on June 30, 1999; amended for a fifth time on December 11, 2001; amended for a sixth time in October of 2002; amended for a seventh time May 8, 2004; amended for an eighth time effective June 30, 2004; amended for a ninth time on May 19, 2005; amended for a tenth time effective June 30, 2006; amended for an eleventh time effective June 30, 2007; amended for a twelfth time effective June 30, 2008; amended for a thirteenth time effective June 30, 2009; amended for a fourteenth time effective June 30, 2010; and amended for a fifteenth time effective June 30, 2011.

WHEREAS, the county public transportation millage referenced in the Agreement is now .59 mils;

WHEREAS, SMART and the Authority, pursuant to Article 17.1 of the Agreement, have reserved the right to modify or amend the Agreement via a writing signed by SMART and the Authority;

WHEREAS, both SMART and the Authority desire and intend to extend the term of the Agreement through June 30, 2013 via this 16th Amendment; and

WHEREAS, both SMART and the Authority desire and intend to make other revisions to the Agreement via this 16th Amendment.

NOW THEREFORE, IT IS AGREED by and between the parties hereto, that said Agreement should be and hereby is amended as follows:

1. The Agreement, as previously amended and as amended via this 16th Amendment, shall remain in full force and effect for the fiscal year ending June 30, 2013. The provisions of the Agreement, as previously amended and as amended via this 16th Amendment, shall apply to the fiscal year ending June 30, 2013 in the same manner as they applied to the fiscal year ending June 30, 2012, subject to the current .59 mils county public transportation tax. However, the parties' obligations under this Amendment and

the Agreement are specifically conditioned and contingent upon a public renewal in August 2012 of the .59 mils county public transportation tax.

2. In all other respects, except as hereinbefore modified and amended, SMART and the Authority hereby ratify and confirm said Agreement.

3. The parties may execute this 16th Amendment in counterparts and exchange the counterparts via electronic device, including facsimile and e-mail.

IN WITNESS WHEREOF, SMART and the Authority have executed this 16th Amendment to the Agreement effective as of the day and year first above written.

Signed and delivered in the presence of:

**SMART:**

SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2012

**THE AUTHORITY:**

OAKLAND COUNTY PUBLIC TRANSPORTATION AUTHORITY

Mark R. Adams

By: STEVE BROOK

Its: CHAIR

Date: March 20, 2012

**SEVENTEENTH AMENDMENT TO THE PUBLIC TRANSPORTATION  
AGREEMENT  
DATED OCTOBER 15, 1996 BY AND BETWEEN  
SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION  
AND  
OAKLAND COUNTY PUBLIC TRANSPORTATION AUTHORITY**

This Seventeenth Amendment to the above-referenced Agreement (the "17th Amendment") is executed as of the dates set forth at the bottom of this 17th Amendment, but is effective for all purposes as of the 30<sup>th</sup> day of June 2013, by and between SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION, a public transportation authority created under the laws of the State of Michigan ("SMART"); and OAKLAND COUNTY PUBLIC TRANSPORTATION AUTHORITY, a public transportation authority created under the laws of the State of Michigan (the "Authority").

**WITNESSETH:**

WHEREAS, on October 15, 1996, SMART and the Authority executed a certain Public Transportation Agreement (the "Agreement"), which Agreement was previously amended for the first time by the parties on May 5, 1997; amended for a second time on July 1, 1997; amended for a third time on June 15, 1999; amended for a fourth time on June 30, 1999; amended for a fifth time on December 11, 2001; amended for a sixth time in October of 2002; amended for a seventh time May 8, 2004; amended for an eighth time effective June 30, 2004; amended for a ninth time on May 19, 2005; amended for a tenth time effective June 30, 2006; amended for an eleventh time effective June 30, 2007; amended for a twelfth time effective June 30, 2008; amended for a thirteenth time effective June 30, 2009; amended for a fourteenth time effective June 30, 2010; amended for a fifteenth time effective June 30, 2011; and amended for a fifteenth time effective June 30, 2012.

WHEREAS, the county public transportation millage referenced in the Agreement is now .59 mills;

WHEREAS, SMART and the Authority, pursuant to Article 17.1 of the Agreement, have reserved the right to modify or amend the Agreement via a writing signed by SMART and the Authority;

WHEREAS, both SMART and the Authority desire and intend to extend the term of the Agreement through June 30, 2014 via this 17th Amendment; and

WHEREAS, both SMART and the Authority desire and intend to make other revisions to the Agreement via this 17th Amendment.

NOW THEREFORE, IT IS AGREED by and between the parties hereto, that said Agreement should be and hereby is amended as follows:

1. The Agreement, as previously amended and as amended via this 17th Amendment, shall remain in full force and effect for the fiscal year ending June 30, 2014. The provisions of the Agreement, as previously amended and as amended via this 17th Amendment, shall apply to the fiscal year ending June 30, 2014 in the same manner as



they applied to the fiscal year ending June 30, 2013, subject to the current .59 mills county public transportation tax.

2. In all other respects, except as hereinbefore modified and amended, SMART and the Authority hereby ratify and confirm said Agreement.

3. The parties may execute this 17th Amendment in counterparts and exchange the counterparts via electronic device, including facsimile and e-mail.

IN WITNESS WHEREOF, SMART and the Authority have executed this 17th Amendment to the Agreement effective as of the day and year first above written.

Signed and delivered in the presence of:

SMART:

SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION

By: John C. Hertel  
Its: G.M.

Date: 8-15- 2013

THE AUTHORITY:

OAKLAND COUNTY PUBLIC TRANSPORTATION AUTHORITY

David Boyer  
DAVID BOYER  
Nathan Fleiner  
NATHAN FLEINER  
Date: FEB 7, 2013

By: Steve Brock  
STEVE BROCK  
Its: CHAIR

**EIGHTEENTH AMENDMENT TO THE PUBLIC TRANSPORTATION AGREEMENT  
DATED OCTOBER 15, 1996 BY AND BETWEEN  
SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION  
AND  
OAKLAND COUNTY PUBLIC TRANSPORTATION AUTHORITY**

This Eighteenth Amendment to the above-referenced Agreement (the "18<sup>th</sup> Amendment") is executed as of the date set forth at the bottom of this 18<sup>th</sup> Amendment, but is effective for all purposes as of the 30<sup>th</sup> day of June 2014, by and between SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION, a public transportation authority created under the laws of the State of Michigan ("SMART") and OAKLAND COUNTY PUBLIC TRANSPORTATION AUTHORITY, a public transportation authority created under the laws of the State of Michigan (the "Authority").

**WITNESSETH:**

WHEREAS, on October 15, 1996, SMART and the Authority executed a certain Public Transportation Agreement (the "Agreement"), which Agreement was previously amended for the first time by the parties on May 5, 1997; amended for a second time on July 1, 1997; amended for a third time on June 15, 1999; amended for a fourth time on June 30, 1999; amended for a fifth time on December 11, 2001; amended for a sixth time on October 15, 2002; amended for a seventh time May 8, 2003; amended for an eighth time effective June 30, 2004; amended for a ninth time on May 19, 2005; amended for a tenth time effective June 30, 2006; amended for an eleventh time effective June 30, 2007; amended for a twelfth time effective June 30, 2008; amended for a thirteenth time effective June 30, 2009; amended for a fourteenth time effective June 30, 2010; amended for a fifteenth time effective June 30, 2011; amended for a sixteenth time effective June 30, 2012; and amended for a seventeenth time effective June 30, 2013.

WHEREAS, the county public transportation millage referenced in Article 1, Section 1.1 of the Agreement is now .59 mills, and may be modified via millage election in 2014;

WHEREAS, SMART and the Authority, pursuant to Article 17.1 of the Agreement, have reserved the right to modify or amend the Agreement via a writing signed by SMART and the Authority;

WHEREAS, both SMART and the Authority desire and intend to extend the term of the Agreement through June 30, 2015 via this 18<sup>th</sup> Amendment; and

WHEREAS, both SMART and the Authority desire and intend to make other revisions to the Agreement via this 18<sup>th</sup> Amendment.

NOW THEREFORE, IT IS AGREED by and between the parties hereto, that said Agreement should be and hereby is amended as follows:

1. The Agreement, as previously amended and as amended via this 18<sup>th</sup> Amendment, shall remain in full force and effect for the fiscal year ending June 30, 2015. The provisions of the Agreement, as previously amended and as amended via this 18<sup>th</sup> Amendment, shall apply to the fiscal year ending June 30, 2015 in the same manner as the 17<sup>th</sup> Amendment applied to the fiscal year ending June 30, 2014 subject to the current .59 mils county public transportation tax, which may be increased to 1.0 mils via millage election to be held August 5, 2014.

2. In all other respects, except as hereinbefore modified and amended, SMART and the Authority hereby ratify and confirm said Agreement.

3. The parties may execute this 18<sup>th</sup> Amendment in counterparts and exchange the counterparts via electronic device, including facsimile and e-mail.


IN WITNESS WHEREOF, SMART and the Authority have executed this 18<sup>th</sup> Amendment to the Agreement effective as of June 30, 2014.

Signed in the presence of:

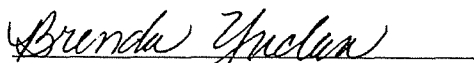
**SMART**

Date: 9-16-14, 2014

SUBURBAN MOBILITY AUTHORITY  
FOR REGIONAL TRANSPORTATION

  
AVERY GORDON

By:   
John Hertel

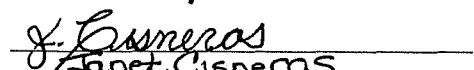
  
BRENDA YUCLEAN

Its: General Manager

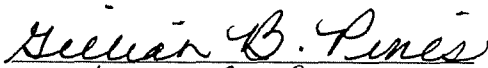
Date: 8/28, 2014

**THE AUTHORITY:**

OAKLAND COUNTY PUBLIC TRANS-  
PORTATION AUTHORITY

  
Janet Cisneros

By:   
Steve Brock

  
Gillian B. Pines

Its: Chairman

**NINETEENTH AMENDMENT TO THE PUBLIC TRANSPORTATION AGREEMENT  
DATED OCTOBER 15, 1996 BY AND BETWEEN  
SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION  
AND  
OAKLAND COUNTY PUBLIC TRANSPORTATION AUTHORITY**

This Nineteenth Amendment to the above-referenced Agreement (the “19th Amendment”) is executed as of the dates set forth at the bottom of this 19th Amendment, but is effective for all purposes as of the 30<sup>th</sup> day of June 2015, by and between SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION, a public transportation authority created under the laws of the State of Michigan (“SMART”); and OAKLAND COUNTY PUBLIC TRANSPORTATION AUTHORITY, a public transportation authority created under the laws of the State of Michigan (the “Authority”).

**WITNESSETH:**

WHEREAS, on October 15, 1996, SMART and the Authority executed a certain Public Transportation Agreement (the “Agreement”), which Agreement was previously amended for the first time by the parties on May 5, 1997; amended for a second time on July 1, 1997; amended for a third time on June 15, 1999; amended for a fourth time on June 30, 1999; amended for a fifth time on December 11, 2001; amended for a sixth time in October of 2002; amended for a seventh time May 8, 2004; amended for an eighth time effective June 30, 2004; amended for a ninth time on May 19, 2005; amended for a tenth time effective June 30, 2006; amended for an eleventh time effective June 30, 2007; amended for a twelfth time effective June 30, 2008; amended for a thirteenth time effective June 30, 2009; amended for a fourteenth time effective June 30, 2010; amended for a fifteenth time effective June 30, 2011; amended for a sixteenth time effective June 30, 2012; and amended for a seventeenth time effective June 30, 2013; and amended for an eighteenth time effective June 30, 2014.

WHEREAS, the county public transportation millage referenced in the Agreement is now 1.0 mils;

WHEREAS, SMART and the Authority, pursuant to Article 18.1 of the Agreement, have reserved the right to modify or amend the Agreement via a writing signed by SMART and the Authority;

WHEREAS, both SMART and the Authority desire and intend to extend the term of the Agreement through June 30, 2016 via this 19th Amendment; and

WHEREAS, both SMART and the Authority desire and intend to make other revisions to the Agreement via this 19th Amendment.

NOW THEREFORE, IT IS AGREED by and between the parties hereto, that said Agreement should be and hereby is amended as follows:

1. The Agreement, as previously amended and as amended via this 19th Amendment, shall remain in full force and effect for the fiscal year ending June 30, 2016. The provisions of the Agreement, as previously amended and as amended via this 19th Amendment, shall apply to the fiscal year ending June 30, 2016 in the same manner as

they applied to the fiscal year ending June 30, 2015, subject to the current 1.0 mils county public transportation tax.

2. In all other respects, except as hereinbefore modified and amended, SMART and the Authority hereby ratify and confirm said Agreement.

3. The parties may execute this 19th Amendment in counterparts and exchange the counterparts via electronic device, including facsimile and e-mail.

IN WITNESS WHEREOF, SMART and the Authority have executed this 19th Amendment to the Agreement effective as of the day and year first above written.

Signed and delivered in the presence of:

**SMART:**

SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2015

**THE AUTHORITY:**

OAKLAND COUNTY PUBLIC TRANSPORTATION AUTHORITY

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2015

**TWENTIETH AMENDMENT TO THE PUBLIC TRANSPORTATION AGREEMENT  
DATED OCTOBER 15, 1996 BY AND BETWEEN  
SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION  
AND  
OAKLAND COUNTY PUBLIC TRANSPORTATION AUTHORITY**

This Twentieth Amendment to the above-referenced Agreement (the “20th Amendment”) is executed as of the dates set forth at the bottom of this 20th Amendment, but is effective for all purposes as of the 30<sup>th</sup> day of June 2016, by and between SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION, a public transportation authority created under the laws of the State of Michigan (“SMART”); and OAKLAND COUNTY PUBLIC TRANSPORTATION AUTHORITY, a public transportation authority created under the laws of the State of Michigan (the “Authority”).

WITNESSETH:

WHEREAS, on October 15, 1996, SMART and the Authority executed a certain Public Transportation Agreement (the “Agreement”), which Agreement was previously amended for the first time by the parties on May 5, 1997; amended for a second time on July 1, 1997; amended for a third time on June 15, 1999; amended for a fourth time on June 30, 1999; amended for a fifth time on December 11, 2001; amended for a sixth time in October of 2002; amended for a seventh time May 8, 2004; amended for an eighth time effective June 30, 2004; amended for a ninth time on May 19, 2005; amended for a tenth time effective June 30, 2006; amended for an eleventh time effective June 30, 2007; amended for a twelfth time effective June 30, 2008; amended for a thirteenth time effective June 30, 2009; amended for a fourteenth time effective June 30, 2010; amended for a fifteenth time effective June 30, 2011; amended for a sixteenth time effective June 30, 2012; amended for a seventeenth time effective June 30, 2013; amended for an eighteenth time effective June 30, 2014; and amended for a nineteenth time effective June 30, 2015.

WHEREAS, the county public transportation millage referenced in the Agreement is now 1.0 mils;

WHEREAS, SMART and the Authority, pursuant to Article 18.1 of the Agreement, have reserved the right to modify or amend the Agreement via a writing signed by SMART and the Authority;

WHEREAS, both SMART and the Authority desire and intend to extend the term of the Agreement through June 30, 2017 via this 20th Amendment; and

WHEREAS, both SMART and the Authority desire and intend to make other revisions to the Agreement via this 20th Amendment.

NOW THEREFORE, IT IS AGREED by and between the parties hereto, that said Agreement should be and hereby is amended as follows:

1. The Agreement, as previously amended and as amended via this 20th Amendment, shall remain in full force and effect for the fiscal year ending June 30, 2017. The provisions of the Agreement, as previously amended and as amended via this 20th

Amendment, shall apply to the fiscal year ending June 30, 2017 in the same manner as they applied to the fiscal year ending June 30, 2016, subject to the current 1.0 mils county public transportation tax.

2. In all other respects, except as hereinbefore modified and amended, SMART and the Authority hereby ratify and confirm said Agreement.

3. The parties may execute this 20th Amendment in counterparts and exchange the counterparts via electronic device, including facsimile and e-mail.

IN WITNESS WHEREOF, SMART and the Authority have executed this 20th Amendment to the Agreement effective as of the day and year first above written.

Signed and delivered in the  
presence of:

**SMART:**

SUBURBAN MOBILITY AUTHORITY FOR  
REGIONAL TRANSPORTATION

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2016

**THE AUTHORITY:**

OAKLAND COUNTY PUBLIC TRANSPOR-  
TATION AUTHORITY

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2016

**TWENTY FIRST AMENDMENT TO THE PUBLIC TRANSPORTATION  
AGREEMENT  
DATED OCTOBER 15, 1996 BY AND BETWEEN  
SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION  
AND  
OAKLAND COUNTY PUBLIC TRANSPORTATION AUTHORITY**

This Twenty First Amendment to the above-referenced Agreement (the "21<sup>st</sup> Amendment") is executed as of the dates set forth at the bottom of this 21<sup>st</sup> Amendment, but is effective for all purposes as of the 30<sup>th</sup> day of June 2017, by and between SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION, a public transportation authority created under the laws of the State of Michigan ("SMART"); and OAKLAND COUNTY PUBLIC TRANSPORTATION AUTHORITY, a public transportation authority created under the laws of the State of Michigan (the "Authority").

WITNESSETH:

WHEREAS, on October 15, 1996, SMART and the Authority executed a certain Public Transportation Agreement (the "Agreement"), which Agreement was previously amended for the first time by the parties on May 5, 1997; amended for a second time on July 1, 1997; amended for a third time on June 15, 1999; amended for a fourth time on June 30, 1999; amended for a fifth time on December 11, 2001; amended for a sixth time in October of 2002; amended for a seventh time May 8, 2004; amended for an eighth time effective June 30, 2004; amended for a ninth time on May 19, 2005; amended for a tenth time effective June 30, 2006; amended for an eleventh time effective June 30, 2007; amended for a twelfth time effective June 30, 2008; amended for a thirteenth time effective June 30, 2009; amended for a fourteenth time effective June 30, 2010; amended for a fifteenth time effective June 30, 2011; amended for a sixteenth time effective June 30, 2012; amended for a seventeenth time effective June 30, 2013; amended for an eighteenth time effective June 30, 2014; amended for a nineteenth time effective June 30, 2015; and amended for a twentieth time effective June 30, 2016;

WHEREAS, the county public transportation millage referenced in the Agreement is now 1.0 mils;

WHEREAS, SMART and the Authority, pursuant to Article 18.1 of the Agreement, have reserved the right to modify or amend the Agreement via a writing signed by SMART and the Authority;

WHEREAS, both SMART and the Authority desire and intend to extend the term of the Agreement through June 30, 2018 via this 21<sup>st</sup> Amendment; and

WHEREAS, both SMART and the Authority desire and intend to make other revisions to the Agreement via this 21<sup>st</sup> Amendment.

NOW THEREFORE, IT IS AGREED by and between the parties hereto, that said Agreement should be and hereby is amended as follows:

1. The Agreement, as previously amended and as amended via this 21<sup>st</sup> Amendment, shall remain in full force and effect for the fiscal year ending June 30, 2018.



The provisions of the Agreement, as previously amended and as amended via this 21<sup>st</sup> Amendment, shall apply to the fiscal year ending June 30, 2018 in the same manner as they applied to the fiscal year ending June 30, 2017, subject to the current 1.0 mils county public transportation tax.

2. In all other respects, except as hereinbefore modified and amended, SMART and the Authority hereby ratify and confirm said Agreement.

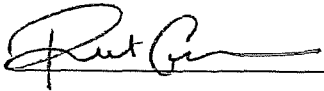
3. The parties may execute this 21st Amendment in counterparts and exchange the counterparts via electronic device, including facsimile and e-mail.

IN WITNESS WHEREOF, SMART and the Authority have executed this 21st Amendment to the Agreement effective as of the day and year first above written.

Signed and delivered in the  
presence of:

**SMART:**

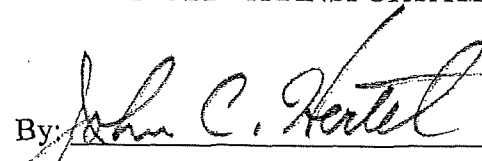
SUBURBAN MOBILITY AUTHORITY FOR  
REGIONAL TRANSPORTATION



ROBERT CRAMER

Date: MAY 23, 2017

By:

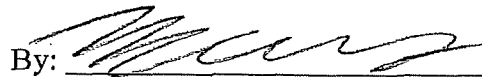


Its: GENERAL MANAGER

**THE AUTHORITY:**

OAKLAND COUNTY PUBLIC TRANSPOR-  
TATION AUTHORITY

By:



Its: CHAIR (Megan Owens)

Date: June 30, 2017

**TWENTY SECOND AMENDMENT TO THE PUBLIC TRANSPORTATION  
AGREEMENT  
DATED OCTOBER 15, 1996 BY AND BETWEEN  
SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION  
AND  
OAKLAND COUNTY PUBLIC TRANSPORTATION AUTHORITY**

This Twenty Second Amendment to the above-referenced Agreement (the “22<sup>nd</sup> Amendment”) is executed as of the dates set forth at the bottom of this 22<sup>nd</sup> Amendment, but is effective for all purposes as of the 30<sup>th</sup> day of June 2018, by and between SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION, a public transportation authority created under the laws of the State of Michigan (“SMART”); and OAKLAND COUNTY PUBLIC TRANSPORTATION AUTHORITY, a public transportation authority created under the laws of the State of Michigan (the “Authority”).

**WITNESSETH:**

WHEREAS, on October 15, 1996, SMART and the Authority executed a certain Public Transportation Agreement (the “Agreement”), which Agreement was previously amended for the first time by the parties on May 5, 1997; amended for a second time on July 1, 1997; amended for a third time on June 15, 1999; amended for a fourth time on June 30, 1999; amended for a fifth time on December 11, 2001; amended for a sixth time in October of 2002; amended for a seventh time May 8, 2004; amended for an eighth time effective June 30, 2004; amended for a ninth time on May 19, 2005; amended for a tenth time effective June 30, 2006; amended for an eleventh time effective June 30, 2007; amended for a twelfth time effective June 30, 2008; amended for a thirteenth time effective June 30, 2009; amended for a fourteenth time effective June 30, 2010; amended for a fifteenth time effective June 30, 2011; amended for a sixteenth time effective June 30, 2012; amended for a seventeenth time effective June 30, 2013; amended for an eighteenth time effective June 30, 2014; amended for a nineteenth time effective June 30, 2015; amended for a twentieth time effective June 30, 2016; and amended for a twenty-first time effective June 30, 2017;

WHEREAS, the county public transportation millage referenced in the Agreement is now 1.0 mils;

WHEREAS, SMART and the Authority, pursuant to Article 18.1 of the Agreement, have reserved the right to modify or amend the Agreement via a writing signed by SMART and the Authority;

WHEREAS, both SMART and the Authority desire and intend to extend the term of the Agreement through June 30, 2019 via this 22<sup>nd</sup> Amendment; and

WHEREAS, both SMART and the Authority desire and intend to make other revisions to the Agreement via this 22<sup>nd</sup> Amendment.

NOW THEREFORE, IT IS AGREED by and between the parties hereto, that said Agreement should be and hereby is amended as follows:

1. The Agreement, as previously amended and as amended via this 22<sup>nd</sup> Amendment, shall remain in full force and effect for the fiscal year ending June 30, 2019. The provisions of the Agreement, as previously amended and as amended via this 22<sup>nd</sup> Amendment, shall apply to the fiscal year ending June 30, 2019 in the same manner as they applied to the fiscal year ending June 30, 2018, subject to the current 1.0 mils county public transportation tax.

2. In all other respects, except as hereinbefore modified and amended, SMART and the Authority hereby ratify and confirm said Agreement.

3. The parties may execute this 22<sup>nd</sup> Amendment in counterparts and exchange the counterparts via electronic device, including facsimile and e-mail.

IN WITNESS WHEREOF, SMART and the Authority have executed this 22<sup>nd</sup> Amendment to the Agreement effective as of the day and year first above written.

Signed and delivered in the  
presence of:

**SMART:**

SUBURBAN MOBILITY AUTHORITY FOR  
REGIONAL TRANSPORTATION

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2018

**THE AUTHORITY:**

OAKLAND COUNTY PUBLIC TRANSPORTATION  
AUTHORITY

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2018