

MUNICIPAL CREDIT and COMMUNITY CREDIT CONTRACT

for FY - 2016

I, Bryan Barnett as the Mayor of City of Rochester Hills (hereinafter, the "Community") hereby apply to SMART and agree to the terms and conditions herein, for the receipt and expenditure of **Municipal Credits** (Section 1 below), and **Community Credits** (Section 2 below); and further agree that the **Municipal and Community Credits Master Agreement** between the parties is incorporated herein by reference. A description of the service the Community shall provide hereunder is set forth in Exhibit A, and the operating budget for that service is set forth in Exhibit B, both of which are attached hereto and incorporated herein.

1. The Community agrees to use \$ **69,806** in **Municipal Credit** funds as follows:

- (a) Transfer to Older Person Commission Funding of: \$ 69,806
TRANSFEREE COMMUNITY
- (b) Van/Bus Operations At the cost of: \$ _____
 (Including Charter and Taxi services)
- (c) Services Purchased from SMART At the cost of: \$ _____
 (Including Tickets, Shuttle Services/Dial-a-Ride)
- Total \$ 69,806**

SMART intends to provide Municipal Credit funds under this contract to the extent funds for the program are made available to it by the Michigan Legislature pursuant to Michigan Public Act 51 of 1951. Municipal Credit funds made available to SMART through legislative appropriation are based on projected revenue estimates. In the event that revenue actually received is insufficient to support the Legislature's appropriation, it will result in an equivalent reduction in funding provided to the Community pursuant to this Contract. In such event, SMART reserves the right, without notice, to reduce the payment of Municipal Credit funds by the amount of any reduction by the legislature to SMART. All funding must be spent by September 30, 2017; all funds not spent by that date will revert back to SMART pursuant to Michigan Public Act 51 of 1951, for expenditure consistent with Michigan law and SMART policy.

2. The Community agrees to use \$ **0** in **Community Credit** funds available as follows:

- (a) Transfer to _____ Funding of: \$ _____
TRANSFEREE COMMUNITY
- (b) Van/Bus Operations At the cost of: \$ _____
 (Including Charter and Taxi services)
- (c) Services Purchased from SMART At the cost of: \$ _____
 (Including Tickets, Shuttle Services/Dial-a-Ride)
- (d) Capital Purchases At the cost of: \$ _____
- Total \$ 0**

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Capital purchases permitted with Community Credits are subject to applicable state and federal regulations, and SMART policy, including procurement guidelines. When advantageous, SMART may make procurements directly. Reimbursement for purchases made by Community requires submission of proper documentation to support the purchase (i.e. purchase orders, receiving reports, invoices, etc.). Community Credit dollars available in FY 2016, may be required to serve local employer transportation needs per the coordination requirements set forth in the aforementioned Master Agreement. All Community Credit funds must be spent by June 30, 2018 unless approval from SMART General Manager is obtained to extend Community Credits for an additional 2 years to allow accrual for major capital projects; any funds not spent by that date may revert back to SMART for expenditure consistent with SMART policy.

This agreement shall be binding once signed by both parties.

City of Rochester Hills

By: _____

Date _____

Its: Mayor _____

Suburban Mobility Authority for
Regional Transportation

Date _____

By: _____

John C. Hertel
General Manager