

MUNICIPAL CREDIT and COMMUNITY CREDIT CONTRACT FOR FY2022

I, **BRYAN BARNETT**, as the **MAYOR** of the **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** available for the period **July 1, 2021** through **June 30, 2022** (Section 1 below), and **Community Credits** available for the period **July 1, 2021** to **June 30 2022** (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 \$ **69,806.00** in **Municipal Credit** funds as follows:

- | | | |
|-----|--|-------------------------------------|
| (a) | Transfer to _____
<small>TRANSFeree COMMUNITY</small> | Funding of: \$ _____ |
| (b) | Van/Bus Operations
(Including Charter and Taxi services) | At the cost of: \$ _____ |
| (c) | Services Purchased from SMART
(Including Tickets, Shuttle Services/Dial-a-Ride) | At the cost of: \$ _____ |
| (d) | Services Purchased from Subcontractor
<u>OLDER PERSON’S COMMISSION (OPC)</u>
<small>(NAME OF SUBCONTRACTOR)</small>
<small>(See attached Subcontractor Service Agreement)</small> | At the cost of: \$ <u>69,806.00</u> |

Total \$ 69,806.00

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 the State’s approved budget. 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 Municipal Credit funding must be spent by **June 30, 2023**; 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 _____
<small>TRANSFeree COMMUNITY</small> | Funding of: \$ _____ |
| (b) | Van/Bus Operations
(Including Charter and Taxi services) | At the cost of: \$ _____ |
| (c) | Services Purchased from SMART
(Including Tickets, Shuttle Services/Dial-a-Ride) | At the cost of: \$ _____ |
| (d) | Capital Purchases | At the cost of: \$ _____ |

(e) Services Purchased from Subcontractor

At the cost of: \$ _____

(NAME OF SUBCONTRACTOR)
(See attached Subcontractor Service Agreement)

Total \$ 0

To the extent that this Contract calls for a payment of funds directly from SMART to a subcontractor, Community hereby acknowledges that it is the party entitled to receive such funds and is affirmatively authorizing and directing SMART to pay such funds directly to the subcontractor on its behalf. 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 2022**, 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, 2024** any funds not spent by that date may revert back to SMART for expenditure consistent with SMART policy.

The Parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. The Parties agree that the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

This Agreement shall be binding once signed by both parties.

**SUBURBAN MOBILITY AUTHORITY
FOR REGIONAL TRANSPORTATION**

CITY of ROCHESTER HILLS

Signature

Signature

Printed Name

BRYAN BARNETT

Printed Name

Title

MAYOR

Title

Date

Date

EXHIBIT A (OPC)

PROJECT DESCRIPTION

Overall Project Description (*Provide a descriptive narrative*):

The OPC has requested the City of Rochester Hills consider and authorize the transfer of the City's FY 2022 Municipal Community Credits to the OPC for its Senior & Disabled Transportation Program.

Service Area (*Provide geographic boundaries*):

Service Times (*Provide days and hours of service*):

Eligible User Groups (*Users eligible to use the service*):

Fare Structure (*Cost to use service*):

Service Mode (*Describe the number and type of vehicles used and if they are wheelchair lift-equipped*):

EXHIBIT B

PROJECT OPERATING BUDGET

Municipality: **CITY of ROCHESTER HILLS**

Contract Period: **July 1, 2021 – June 30, 2022**

Account Number: **48242**

OPERATING EXPENSES:

Administrative Fee: *(All employees
other than drivers and dispatchers)*
(10% max. of MC & CC funds)

Driver Wages _____

Fringe Benefits _____

Gasoline & Lubricants _____

Vehicle Insurance _____

Parts, Maintenance Supplies _____

Mechanic Wages _____

Fringe Benefits _____

Dispatch Wages _____

Other *(Specify)* _____

Sub-Total (Operating Expenses) \$ 0

PURCHASED SERVICE:

Taxi Service _____

Charter Service _____

SMART Bus Tickets _____

SMART Shuttle Service _____

SMART Dial-A-Ride _____

Other (OPC) \$ 69,806.00

Sub-Total (Purchased Service) \$ 69,806.00

CAPITAL EQUIPMENT:

(Only list purchases to be made with Community Credits)

Computer Equipment _____

Software _____

Vehicle _____

Maintenance Equipment _____

Other (Specify) _____

Sub-Total (Capital Equipment) \$ 0

TOTAL EXPENSES:

**Operating Expenses, Purchased Service,
and Capital Equipment: \$ 69,806.00**

EXHIBIT B, continued (Page 2)

REVENUES:

Municipal Credit Funds	\$ 69,806.00
Community Credit Funds	\$ 0
Specialized Services Funds	
General Funds	
Farebox Revenue	
In-Kind Service	
Special Fares (<i>Contracted Service</i>)	
Other (<i>Specify</i>)	

TOTAL REVENUE:

\$ 69,806.00

(Note: *TOTAL EXPENSES* must equal *TOTAL REVENUE*)