

MUNICIPAL CREDIT and COMMUNITY CREDIT CONTRACT FOR FY2024

I, Bryan K. 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, 2023 through June 30, 2024 (Section 1 below), and **Community Credits** available for the period July 1, 2023 to June 30, 2024 (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 **\$71,412** in **Municipal Credit** funds 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) Services Purchased from Subcontractor At the cost of: \$ 71,412.00
Older Persons Commission (OPC)
(NAME OF SUBCONTRACTOR)
(See attached Subcontractor Service Agreement)

Total \$71,412

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, 2026; 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 \$ 0.00 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: \$ _____

- (e) Services Purchased from Subcontractor At the cost of: \$ _____

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

Total \$0.00

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 2024, 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, 2027; 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 K. Barnett

Printed Name

Title

Mayor / City of Rochester Hills

Title

Date

Date

EXHIBIT A

PROJECT DESCRIPTION

Overall Project Description (Provide a descriptive narrative):

The City of Rochester Hills contracts with the OPC to provide transportation for its residents.

Service Area (Provide geographic boundaries):

Bus service to destinations in Rochester Hills, Rochester and Oakland Township
and medical facilities located in Auburn Hills, Troy and Sterling Heights.

Service Times (Provide days and hours of service):

Monday through Friday: 7:00 am-8:00 pm and Saturdays: 9:00 am - 4:00 pm

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

Those adults 60 or older and those under 60 who are disabled with a doctor's letter.

Fare Structure: (Cost to use service)

Required fare is \$2 each way.

Service Mode (Describe the amount and type of vehicles available, and whether they are wheelchair lift-equipped):

20 Passenger buses with wheelchair lift

1 passenger bus without a lift

2 Voyager mini-vans with a wheelchair ramp

EXHIBIT B

PROJECT OPERATING BUDGET

Municipality: City of Rochester Hills

Contract Period: July 1, 2023 through June 30, 2024

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)

\$0.00

PURCHASED SERVICE:

Taxi Service

Charter Service

SMART Bus Tickets

SMART Shuttle Service _____

SMART Dial-A-Ride _____

Other (Specify) OPC _____

\$71,412.00

Sub-Total (Purchased Service)

\$71,412.00

CAPITAL EQUIPMENT:

(Only list purchases to be made with Community Credits)

Computer Equipment _____

Software _____

Vehicle _____

Maintenance Equipment _____

Other (Specify) _____

Sub-Total (Capital Equipment)

**TOTAL EXPENSES Operating Expenses,
Purchased Service, and Capital Equipment:**

\$71,412.00

EXHIBIT B, continued (Page 2)

REVENUES:

Municipal Credit Funds	<u>\$71,412</u>
Community Credit Funds	_____
Specialized Services Funds	_____
General Funds	_____
Farebox Revenue	_____
In-Kind Service	_____
Special Fares (Contracted Service)	_____
Other (Specify)	_____

TOTAL REVENUE:

\$71,412.00

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

Suburban Mobility Authority for Regional Transportation

EEO COMPLIANCE REPORT A

COMMUNITY PARTNERSHIP FORM

Agency/Community Information		
Program Type: Community Partnership Program (CPP) <input checked="" type="checkbox"/> Specialized Service <input type="checkbox"/> New Freedom <input type="checkbox"/> JARC <input type="checkbox"/> 5310 <input type="checkbox"/>		
Name of Agency/Community: Older Persons' Commission		
Address: 650 Letica Drive		
City: Rochester	State: MI	Zip: 48307
Agency/Community Data		
1) Has your agency/community completed in excess of \$1,000,000 in DOT federally-funded contracts from SMART in the past year? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
2) Does your agency/community employ over fifty (50) transit related employees? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
If the answers to the previous two questions were both "Yes", Please forward your agency's/community's Affirmative Action plan to the address below: Buhl Building 535 Griswold Street, Suite 600 Detroit, MI 48226 Attn: EEO Coordinator		
Have all subcontractors been informed of their responsibility to file an EEO Compliance Report A form? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>		
Drug and Alcohol Testing Program Requirements		
Does your agency/community have a DOT Drug and Alcohol testing program for Safety-sensitive employees? (Vehicle operators, dispatchers, mechanics and armed security) Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
Name of drug and alcohol testing manager? Lori Smith - Integrity Testing		Title: Manager
Phone Number: 586-991-0000	Ext: 106	Email: lsmith@integritytesting.net

Please Proceed to Employment Data Section on Back

Suburban Mobility Authority for Regional Transportation

EEO COMPLIANCE REPORT A

COMMUNITY PARTNERSHIP FORM

Employment Data

Report **ONLY** employees directly involved in the operation of your non-emergency transportation program. Including permanent, temporary, or part-time employees. Enter the appropriate figures in the spaces below relating to each employee's race and gender.

Job Classification	Total				Race													
					Minority													
	Employees	Male	Female	Minority	White		African American		Hispanic		Asian		Pacific Islander		American Indian		Multi Race	
					Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officials/Managers	2	1	1															
Professionals																		
Technicians																		
Office and Clerical Staff	5	2	3															
Craftsmen (Skilled)																		
Operators (Semi-Skilled)	30		5		29	5			1									
Laborers (Unskilled)																		
Service Workers																		
Journey Workers																		
Apprentices																		
Total																		

Certification

How was this information obtained? Visual Survey: Yes No Employment Records: Yes No

Name of Authorizing Official (Print):
Renee Cortright

Title:
Executive Director

Signature: 

Date:
8/22/2023

Contact person for report: Renee Cortright		Title: Executive Director
Telephone: 248-608-0255	Ext:	Email: rcortright@opcseniorcenter.org