

MUNICIPAL CREDIT and COMMUNITY CREDIT CONTRACT FOR FY2025

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, 2024 through June 30, 2025 (Section 1 below), and **Community Credits** available for the period July 1, 2024 to June 30, 2025 (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: \$ _____
TRANSFEREER 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
OPC Social & Activity Center
(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, 2027; 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 \$ in **Community Credit** funds available as follows:
 - (a) Transfer to _____ Funding of: \$ _____
TRANSFEREER COMMUNITY
 - (b) Van/Bus Operations At the cost of: \$ _____
(Including Charter and Taxi services)

- (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 \$ _____

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 2025, 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, 2029; 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

 Printed Name

 Title

 Title

 Date

 Date

EXHIBIT A

PROJECT DESCRIPTION

Overall Project Description (Provide a descriptive narrative):

The OPC Social and Activities Center (OPC) provides assisted door-to-door transportation services to seniors (aged 55+) and disabled individuals (aged 18+).

Service Area (Provide geographic boundaries):

Primary geographic boundaries includes the cities of Rochester, Rochester Hills, and Oakland Township. Services are also provided to Oakland University and the Troy Beaumont Hospital. In addition, services for medical appointments are provided with 8 to 10 miles of the primary geographic area. And farther working with our community partners SMART, NOTA, and WOTA

Service Times (Provide days and hours of service):

Monday – Friday 7:00 am to 8:00 pm. Saturday 9:00 am – 4:00 pm

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

Those adults aged 55+ and well as those under 55 who are disabled with a doctor’s note.

Fare Structure: (Cost to use service)

Required fare = \$2.00 each way.

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

- 20 SMART minibuses (cutaways) wheelchair and lift equipped (10 seats and 2 wheelchairs max)**
- 4 SMART owned Ford Transit Vans wheelchair and lift equipped (4 seats and 2 wheelchairs max)**
- 4 OPC owned (county funds) Dodge Promaster Vans (wheelchair and lift equipped (4 seats and 2 wheelchairs)**
- 2 OPC owned (county funds) Dodge minivans (wheelchair and lift equipped (4 seats and 2 wheelchairs max)**

EXHIBIT B

PROJECT OPERATING BUDGET

Municipality: City of Rochester Hills

Contract Period: July 1, 2024 through June 30, 2025

Account Number: 48242

OPERATING EXPENSES:

Administrative Wages/Salary: <i>(All employees other than drivers and dispatchers)</i> (10% max. of MC & CC funds)	\$181,100
Driver Wages	\$853,400
Fringe Benefits	\$253,200
Gasoline & Lubricants	\$219,500
Vehicle Insurance	\$144,500
Parts, Maintenance Supplies	\$152,100
Mechanic Wages	\$0
Fringe Benefits	\$0
Dispatch Wages	\$100,000
Other (Building, communications Software, IT, FTA drug testing)	\$327,900

Sub-Total (Operating Expenses)	\$2,231,700
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PURCHASED SERVICE:

Taxi Service	\$0
Charter Service	\$0
SMART Bus Tickets	\$0
SMART Shuttle Service	\$0
SMART Dial-A-Ride	\$0
Other (on-demand contractor)	\$160,000

Sub-Total (Purchased Service)	\$160,000
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CAPITAL EQUIPMENT:

(Only list purchases to be made with Community Credits)

Computer Equipment	\$0
Software	\$0
Vehicle	\$208,000
Maintenance Equipment	\$0
Other (Building Improvements)	\$605,500

Sub-Total (Capital Equipment)	\$813,500
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TOTAL EXPENSES _____ **Operating Expenses, Purchased Service, and Capital Equipment:**
\$3,205,200

EXHIBIT B, continued (Page 2)

REVENUES:

Municipal Credit Funds	<u>71412</u>
Community Credit Funds	<u> </u>
Specialized Services Funds	<u>\$22,200</u>
General Funds	<u>\$90,200</u>
Farebox Revenue	<u> </u>
In-Kind Service	<u> </u>
Special Fares (Contracted Service)	<u> </u>
Other (County millage, additional Municipal credits, donations)	<u>\$3,201,388</u>

TOTAL REVENUE: \$3,205,200

(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) Specialized Service New Freedom JARC 5310

Name of Agency/Community:

Address:

City: State: Zip:

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 No

2) Does your agency/community employ over fifty (50) transit related employees?

Yes No

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 No N/A

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 No

Name of drug and alcohol testing manager? Title:

Phone Number: Ext: Email:

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	Male
Officials/Managers	2	1	1		1	1													
Professionals																			
Technicians																			
Office and Clerical Staff	4	2	2		2	2													
Craftsmen (Skilled)																			
Operators (Semi-Skilled)	30	25	5		24	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: *Renee Cortright* Date: 6/17/24

Contact person for report: Anne Murphy Title: Transportation Director

Telephone: 248-608-0280 Ext: Email: annmurphy@opc-center.org