

# MUNICIPAL CREDIT and COMMUNITY CREDIT CONTRACT FOR FY2021

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, 2020 through June 30, 2021** (Section 1 below), and **Community Credits** available for the period **July 1, 2020 through June 30, 2021** (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 \_\_\_\_\_ 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: \$ 69,806.00  
**OPC**  
(NAME OF SUBCONTRACTOR)  
(See attached Subcontractor Service Agreement)

**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, 2022**; 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: \$ \_\_\_\_\_

(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 **FY2021** 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.

This agreement shall be binding once signed by both parties.

**CITY OF ROCHESTER HILLS**

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

Date \_\_\_\_\_

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

**SUBURBAN AUTHORITY FOR  
REGIONAL TRANSPORTATION**

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

Date \_\_\_\_\_

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

**EXHIBIT A – ATTACH OPC’S**

**ROCHESTER HILLS PROJECT DESCRIPTION**

**Overall Project Description** (Provide a descriptive narrative): The City of Rochester Hills contracts with OPC to provide transportation for residents.

**Service Area** (Provide geographic boundaries):

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

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

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**Fare Structure** (Cost to use service):

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

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**EXHIBIT B**

**PROJECT OPERATING BUDGET**

Municipality: The City of Rochester Hills

Contract Period: July 1, 2020 through June 30, 2021

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)** \_\_\_\_\_

**PURCHASED SERVICE:**

Taxi Service \_\_\_\_\_

Charter Service \_\_\_\_\_

SMART Bus Tickets \_\_\_\_\_

SMART Shuttle Service \_\_\_\_\_

SMART Dial-A-Ride \_\_\_\_\_

Other (Specify): **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)** \_\_\_\_\_

**TOTAL EXPENSES:**

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

**Rochester Hills EXHIBIT B, continued (Page 2)**

**REVENUES:**

Municipal Credit Funds	\$69,806.00
Community Credit Funds	\$ 0.00
Specialized Services Funds	
General Funds	
Farebox Revenue	
In-Kind Service	
Special Fares (Contracted Service)	
Other (Specify)	

**TOTAL REVENUE:** **\$69,806.00**

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