

MUNICIPAL CREDIT and COMMUNITY CREDIT CONTRACT FOR FY2026

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, 2025 through June 30, 2026 (Section 1 below), and **Community Credits** available for the period July 1, 2025 to June 30, 2026 (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 **\$71412** 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
OPC Social & Activity Center
(NAME OF SUBCONTRACTOR)
(See attached Subcontractor Service Agreement)

Total \$71412

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, 2028; 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: \$ _____
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 \$

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 2026, 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, 2030; 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

04/14/2026

Date

EXHIBIT A

PROJECT DESCRIPTION

Overall Project Description (Provide a descriptive narrative):

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

Service Area (Provide geographic boundaries):

Primary geographic boundaries includes the cities of Rochester Hills, Rochester and Oakland Township.

Services provided for medical appointments within 8-10 miles of the primary geographic area plus connector trips with community partners:

SMART, NOTA and WOTA

Service Times (Provide days and hours of service):

Monday - Friday 6:00 am - 9:00 pm / Saturday 9:00 am - 4:00 pm / Sundays 8:00 am - 2 pm.

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

Those adults aged 55+, veteran's and those under 55 who are disabled with a doctor's note.

Fare Structure: (Cost to use service)

Required far = \$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

4 SMART owned Ford Transit Vans wheelchair and lift equipped

4 OPC Owned Doge Promaster Vans wheelchair and lift equipped

2 OPC Owned Doge Minivans wheelchair and lift equipped

EXHIBIT B

PROJECT OPERATING BUDGET

Municipality: City of Rochester Hills

Contract Period: July 1, 2025 through June 30, 2026

Account Number: 48242

OPERATING EXPENSES:

Administrative Wages/Salary: *(All employees other than drivers and dispatchers)*

(10% max. of MC & CC funds) \$ 315,727

Driver Wages 1,424,604

Fringe Benefits 317,084

Gasoline & Lubricants 150,025

Vehicle Insurance 74,500

Parts, Maintenance Supplies 122,500

Mechanic Wages 0

Fringe Benefits 0

Dispatch Wages 162,540

Other (Specify) 358,133

Other (Specify) _____

Other (Specify) 345,525

Sub-Total (Operating Expenses) 3,270,638

PURCHASED SERVICE:

Taxi Service 0

Charter Service 0

SMART Bus Tickets 0

SMART Shuttle Service 0

SMART Dial-A-Ride 0

Other (Specify) _____ 0

Sub-Total (Purchased Service) 0

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:

\$3,270,638

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></u>
Farebox Revenue	<u>80,000</u>
In-Kind Service	<u></u>
Special Fares (Contracted Service)	<u></u>
Other (Specify)	<u>3,177,026</u>

TOTAL REVENUE: \$3,270,638

(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:
OPC (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 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?
Kelly Markus

Title:
Manager Integrity Testing

Phone Number:
586-991-0000

Ext:

Email:
KMarkus@intergritytesting.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	Male
Officials/Managers	4	2	2		2	2													
Professionals																			
Technicians																			
Office and Clerical Staff	6	1	5		1	5													
Craftsmen (Skilled)																			
Operators (Semi-Skilled)	46	38	8		34	7	2	1	1								1		
Laborers (Unskilled)																			
Service Workers																			
Journey Workers																			
Apprentices																			
Total	56																		

Certification

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

Name of Authorizing Official (Print): Brian Hendrick Title: Director of Transportation

Signature: Brian Hendrick Date: 3/27/2026

Contact person for report: Brian Hendrick Title: Director of Transportation

Telephone: 248-608-0280 Ext: Email: bhendrick@OPCcenter.org