



**CITY OF GROSSE POINTE WOODS
MEMORANDUM**

DATE: October 13, 2023

TO: Mayor and City Council

CC: Shawn Murphy, Treasurer/Comptroller

FROM: Frank Schulte, City Administrator *F.S.*

SUBJECT: SMART Municipal and Community Credits Contract for FY 2024

Attached is the *FY-2024 Municipal Credit and Community Credit Contract* between *SMART* and the City, which runs July 1, 2023 through June 30, 2024. The contract outlines that the city will receive \$15,428 in Municipal Credits and \$29,800 in Community Credits.

The *Projected FY-2024 Operating Budget* (Exhibit B) outlining how funds will be expended is as follows:

<u>OPERATING EXPENSES</u>	
Administrative Fee	\$1,750
Driver Wages	\$4,000
Gasoline & Lubricants	\$4,500
Vehicle Insurance	\$604
Other – Transfer to PAATS	\$28,074
Charter Service	\$5,000
Capital Purchases	\$1,300
Total	\$45,228
<u>REVENUES</u>	
Municipal Credit Funds	\$15,428
Community Credit Funds	\$29,800
Total Revenue	\$45,228

I recommend approval authorizing the Mayor to sign the *SMART Municipal and Community Credit Contract for FY-2024*.

Attachments

MUNICIPAL CREDIT and COMMUNITY CREDIT CONTRACT FOR FY2024

I, **Arthur W. Bryant**, as the **Mayor** of the **City of Grosse Pointe Woods** (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 **\$15,428** in **Municipal Credit** funds as follows:

(a) Transfer to: a _____ Funding of: \$ _____

TRANSFeree COMMUNITY

(b) Van/Bus Operations At the cost of: \$ 5,000
(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: \$ 10,428

PAATS

(NAME OF SUBCONTRACTOR)

(See attached Subcontractor Service Agreement)

Total \$15,428

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 **\$29,800** in **Community Credit** funds available as follows:

- (a) Transfer to _____ Funding of: \$ _____
TRANSFeree COMMUNITY

- (b) Van/Bus Operations At the cost of: \$ 10,854
(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: \$ 1,300

- (e) Services Purchased from Subcontractor At the cost of: \$ 17,646

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

Total \$29,800

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 GROSSE POINTE WOODS

Signature

Signature

Printed Name

Arthur W. Bryant
Printed Name

Title

Mayor
Title

Date

Date

EXHIBIT A

Project Descriptions

Van Operations

Recreational and cultural activities are provided to Grosse Pointe Woods residents and non-residents through a charter bus service. Travel accommodations are provided for individuals with special needs. The charter bus service program travels to destinations within Wayne, Oakland, Macomb, St. Clair and Monroe counties.

Service Times: Reservations: 8:30 am – 5:00 pm, Monday through Friday (313.343.2408). Trip times vary according to the event scheduled.

Eligible User Groups: Grosse Pointe Woods residents and non-residents of any age.

Fare Structure: Program participants pay a trip fare that includes the cost of transportation.

Service Mode: The level of service is subject to availability based upon a first come, first served basis. Buses used in the program may transport up to 55 passengers. Wheelchair lift equipped buses are provided upon request when sufficient notice is given.

Bus Service

Utilized for smaller various city events. Additionally, utilized to pick-up/drop-off residents and their guests from various sites throughout the city and transport them to various destinations within the City of Grosse Pointe Woods and Lake Front Park.

Service Times:

- Summer: Mid-June through mid-July / 8:30 am – 4:30 pm
- 2022 Polar Express event: December 1, 2, 3, 4, 5, 9, 10, 11, 12, 16 and 17.
- Various city events as needed

Eligibility Criteria: Residents and non-resident guests of any age.

Fare Structure: Program participants do not pay a trip fare for the summer bus transportation; however, there is a \$10.00 fee for anyone one over the age of one for Polar Express.

Service Mode: The level of service is subject to availability based upon a first come, first served basis and passengers are picked up at designated stops (see attached flyer). The bus can transport up to 24 passengers and is lift equipped.

Capital Improvement – Software When residents and non-residents are interested in participating in a trip, RecPro software is used to assign people to trips, print out rosters, send out itineraries, as well as to create weekly, monthly, and annual reports.

MC & CC Contract for FY 2024

City/Agency Name: City of Grosse Pointe Woods

Primary Contact Person Name: Frank Schulte

Title: City Administrator

Office Telephone Number: 313.343.2450

Cell Phone Number: 313.806.2509

Fax Number: 313.343.2658

Email Address: fschulte@gpwmi.us

Street Address, City, Zip Code: 20025 Mack Plaza Drive, Grosse Pointe Woods MI 48236

Secondary Contact Person Name: Susan Como

Title: Assistant City Administrator

Office Telephone Number: 313.343.2445

Cell Phone Number: 586.242.2782

Fax Number: 313.343.2658

Email Address: scomo@gpwmi.us

Street Address, City, Zip Code: 20025 Mack Plaza Drive, Grosse Pointe Woods, MI 48236

**Responsible for submitting quarterly reports.*

**Please indicate the staff person who sends the weekly and quarterly reports*

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: City of Grosse Pointe Woods

Address: 20025 Mack Plaza Drive

City: Grosse Pointe Woods

State: MI

Zip: 48236

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?

Shawn Murphy

Title: Treasurer/Comptroller

Phone Number:

313-343-2604

Ext:

Email: smurphy@gpwmi.us

Please Proceed to Employment Data Section on Back

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	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	Female		
Officials/Managers	2	1	1																
Professionals	1		1																
Technicians																			
Office and Clerical Staff	1		1																
Craftsmen (Skilled)																			
Operators (Semi-Skilled)	2	1	1																
Laborers (Unskilled)																			
Service Workers																			
Journey Workers																			
Apprentices																			
Total																			

Certification

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

Name of Authorizing Official (Print): Shawn Murphy

Title: Treasurer/Comptroller

Signature: *Shawn Murphy*

Date: 10.13.2023

Contact person for report: Shawn Murphy

Title: Treasurer/Comptroller

Telephone: 313-343-2604

Ext:

Email: smurphy@gpwmi.us

EXHIBIT B

PROJECT OPERATING BUDGET

Municipality: City of Grosse Pointe Woods

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

Account Number: 48117

OPERATING EXPENSES:

Administrative Fee: *(All employees
other than drivers and dispatchers)*

(10% max. of MC & CC funds) \$1,750

Driver Wages \$4,000

Fringe Benefits

Gasoline & Lubricants \$4,500

Vehicle Insurance \$ 604

Parts, Maintenance Supplies

Mechanic Wages

Fringe Benefits

Dispatch Wages

Other ()

Sub-Total (Operating Expenses) \$10,854

PURCHASED SERVICE:

Taxi Service

Charter Service \$5,000

SMART Bus Tickets

SMART Shuttle Service

SMART Dial-A-Ride

Other (TRANSFER TO PAATS) \$28,074

Sub-Total (Purchased Service) \$33,074

CAPITAL EQUIPMENT:

(Only list purchases to be made with Community Credits)

Computer Equipment		
Software	\$1,300	
Vehicle		
Maintenance Equipment		
Other (Specify)		
Sub-Total (Capital Equipment)		\$1,300
		<hr/>
<u>TOTAL EXPENSES</u>	Operating Expenses,	
Purchased Service, and Capital Equipment:		\$45,228
		<hr/>

EXHIBIT B, continued (Page 2)

REVENUES:

Municipal Credit Funds	\$15,428
Community Credit Funds	<u>\$29,800</u>
Specialized Services Funds	<u> </u>
General Funds	<u> </u>
Farebox Revenue	<u> </u>
In-Kind Service	<u> </u>
Special Fares (Contracted Service)	<u> </u>
Other (Specify)	<u> </u>

TOTAL REVENUE: \$45,228

(Note: TOTAL EXPENSES must equal TOTAL REVENUE)