

MUNICIPAL CREDIT and COMMUNITY CREDIT CONTRACT FOR FY2025

I, _____, as the _____ of the **Village of Lake Orion** (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 **\$2689** in **Municipal Credit** funds as follows:

- (a) Transfer to NOTA Funding of: \$ 2689
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: \$ _____

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

Total \$2689

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 **\$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 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**

VILLAGE OF LAKE ORION

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

EXHIBIT A

AGENCY NAME: NOTA **PROJECT DESCRIPTION**

Overall Project Description (Provide a descriptive narrative):

NOTA provides demand response door to door transportation services to the residents of Orion, Oxford, Addison, Brandon, Independence, and Springfield Townships along with the Villages of Orion, Oxford, Leonard and Clarkston.

Service Area (Provide geographic boundaries):

The service area has grown with north boundary the Oakland County border, South border Square Lake Road, East border Van Dyke, West Border Telegraph to M-59 West to Springfield Township border.

Service Times (Provide days and hours of service):

Monday to Friday	6 am to 9 p.m.
Saturday	6 a.m .to 4 p.m.
Sunday	7:30 a.m. to 3:30 p.m.

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

All residents of Orion, Oxford, Addison, Brandon, Independence and Springfield Townships are eligible however priority is given to the Seniors, Disabled, veteran and low-income residents.

Fare Structure: (Cost to use service)

\$4 general population each stop and \$2 for 55+, disabled, veteran and low income each stop

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

NOTA is a door-to-door demand response service using 53 vehicles, 52 are wheelchair lift equipped vehicles. NOTA's fleet consists of 7 minibuses all with wheelchair lifts, 32 Ford Transit vehicles all with lifts, a Ford Transit Connect Wagon without a lift and a MV-1 vehicle which has a wheelchair ramp, 9 minivans and 3 RAM Vans with wheelchair lifts.

EXHIBIT B

PROJECT OPERATING BUDGET

Municipality: Village of Lake Orion

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

Account Number: 48224

OPERATING EXPENSES:

Administrative Wages/Salary: *(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) _____

Other (Specify) _____

Other (Specify) _____

Sub-Total (Operating Expenses) _____

PURCHASED SERVICE:

Taxi Service _____

Charter Service _____

SMART Bus Tickets _____

SMART Shuttle Service _____

SMART Dial-A-Ride _____

Other (Specify) NOTA _____ 2689

Sub-Total (Purchased Service) _____ 2689

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:**

_____ 2689

EXHIBIT B, continued (Page 2)

REVENUES:

Municipal Credit Funds	<u>2689</u>
Community Credit Funds	<u>0</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:

2689

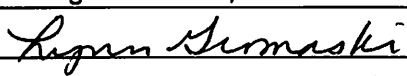
(Note: ***TOTAL EXPENSES*** must equal ***TOTAL REVENUE***)

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 checked="" type="checkbox"/> New Freedom <input checked="" type="checkbox"/> JARC <input type="checkbox"/> 5310 <input checked="" type="checkbox"/>		
Name of Agency/Community: North Oakland Transportation Authority		
Address: 675 S Glaspie Street		
City: Oxford	State: MI	Zip: 48371
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 checked="" type="checkbox"/> No <input type="checkbox"/>		
If the answers to the previous two questions were both "Yes", 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 type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>		
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 your testing program manager? Integrity - Kelly Marcus Contact Number: 586-991-0000		

Certification	
How was this information obtained? Visual Survey: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Employment Records: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Name of Authorizing Official: Lynn Gromaski	Title: Executive Director
Signature: 	Date: 6/19/24
Contact Person for report: Lynn Gromaski	Title: Executive Director
Telephone: 248-693-7100	Ext: 4 Email: lynn@ridenota.org

COMMUNITY PARTNERSHIP FORM

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