

Darwin McClary

From: Lynn Gromaski <lynn@ridenota.org>
Sent: Friday, June 6, 2025 4:27 PM
To: Mike Addison Township McDonald (mmcdonald@addisontownshipmi.gov); Bruce Pearson (bpearson@addisontwp.org); Chris Barnett (cbarnett@oriontownship.org); Jack Curtis (JCurtis@oxfordtownship.org); Joe Ferrari; Lisa Christensen; Joe Madore; Darwin McClary; William Moore (williammoore0914@gmail.com); supervisor@springfield-twp.us; Jonathan Smith
Cc: Gartrelle, Alyssa; Byrne, Ryan; Irving, Jordan; Cooper, Eli; Emma Jo Paavola; Rachel Ott
Subject: FW: NOTA Interlocal Community Contracts for Transferred Funds
Attachments: ADDISON-NOTA-MC-CC Transfer Interlocal Agreement other CPP transfer Legal.docx; CLARKSTON-NOTA MC-CC Transfer Interlocal Agreement other CPP transfer.docx; INDEPENDENCE_TWP-NOTA MC-CC Transfer Interlocal Agreement other CPP transfer.docx; LEONARD-NOTA-MC-CC Transfer Interlocal Agreement other CPP transfer.docx; ORION_TWP-NOTA MC-CC Transfer Interlocal Agreement other CPP transfer.docx; OXFORDTWP-NOTA-MC-CC Transfer Interlocal Agreement other CPP transfer.docx; SPRINGFIELD-NOTA MC-CC Transfer Interlocal Agreement other CPP transfer.docx; VILLAGE_LAKE_ORION-NOTA MC-CC Transfer Interlocal Agreement other CPP transfer.docx; VILLAGE_OXFORD-NOTA MC-CC Transfer Interlocal Agreement other CPP transfer.docx

Dear Supervisors, Managers, and Clerks,

I hope this message finds you well.

As you know, NOTA currently receives SMART Municipal and Community Credit (MC/CC) funding from multiple townships and villages within our service area, including:

- Orion Township
- Oxford Township
- Addison Township
- Springfield Township
- Independence Township
- Village of Lake Orion
- Village of Oxford
- Village of Leonard
- City of the Village of Clarkston

Historically, each municipality has signed an annual Municipal Credit/Community Credit contract directly with SMART to transfer these funds to NOTA. However, this process has been time-consuming and has led to delays—NOTA is currently behind by several years in collecting these funds due to the administrative burden of managing multiple contracts annually.

SMART has created a streamlined **Interlocal Agreement** to simplify this process. This one-time agreement, once signed by your municipality and submitted, allows NOTA to serve as the recipient of your MC/CC funds annually without requiring individual contracts from each municipality going forward.

After all communities have executed their agreements, SMART will establish a single annual contract directly with NOTA.

Benefits of this Interlocal Agreement include:

- Simplification of the annual contracting process
- Elimination of yearly paperwork for each community
- Timelier collection and use of SMART MC/CC funds by NOTA
- Continuation of reliable, coordinated transportation services for your residents

Attached is the agreement prepared specifically for your community. Please review and return a signed copy to NOTA at your earliest convenience. If you have questions or would like to schedule a time to review this together, I'm happy to meet with you or coordinate a call with SMART staff as needed.

Thank you for your continued partnership in supporting accessible transportation for our residents.

Warm regards,



Lynn Gromaski, CPA
North Oakland Transportation Authority
Executive Director
(248) 693-7100 #4

From: Gartrelle, Alyssa <AGartrelle@smartbus.org>
Sent: Friday, June 6, 2025 3:50 PM
To: Lynn Gromaski <lynn@ridenota.org>
Subject: NOTA Interlocal Community Contracts for Transferred Funds

Good Afternoon Lynn,

I wanted to provide you with updated copies of these contracts. There should be one interlocal contract per each community which I'm unsure whether I made that clear before – I know there was some confusion on this in the beginning. I apologize, that was my mistake as I misunderstood how the contract was meant to work. I have created a contract for each of the municipalities that transfers funds to you. We will need a signature from each of the municipalities/communities up front for this but then going forward it will just be NOTA itself we will need a signature from. After all interested municipalities/communities have fully signed, we will get an annual and master agreement set up with NOTA itself. I hope this makes sense and I'm not complicating this or making it more confusing. Give me a call if you have any questions or concerns! I can also resend as pdfs if you'd prefer.

It is completely up to you how you'd like to present this to your communities/municipalities – SMART would be happy to aid if needed, if you'd prefer a meeting, we could do that. Or we completely understand if you'd rather just talk this over with your communities/municipalities yourself. Just let us know if you'd prefer a meeting with SMART involved and we can set something up!

Thank you,

Alyssa Gartrelle

Manager of Community Mobility Programs



Telephone: (313) 223-2309

Email: agartrelle@smartbus.org

Central Office: 535 Griswold St., Suite 600, Detroit, Michigan 48226

smartmovesus.org

MUNICIPAL CREDIT AND COMMUNITY INTERLOCAL AGREEMENT
BETWEEN
SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION
And
VILLAGE OF LAKE ORION

This Agreement (hereinafter "Agreement") is made between the Suburban Mobility Authority for Regional Transportation (hereinafter "SMART"), an entity organized under the provisions of Act 204 of the Public Acts of 1967, as amended, and **VILLAGE OF LAKE ORION** (hereinafter "the Community") for the transfer of funding provided to SMART by Michigan Public Act 51 of 1951 and Community Credits, in consideration for the provision of transit services by the Community.

WHEREAS, SMART, pursuant to the provisions of Act 204, has been vested with the authority to acquire, plan, construct, operate and maintain transit systems and facilities within its jurisdiction; and

WHEREAS, the Community is desirous of contracting for the provision of such services within its jurisdiction; and

WHEREAS, the Community receives annual allocations of funding from SMART, including funding provided under Sec 10 of Act 51 of 1951 ("Municipal Credits"), where applicable, and SMART's community credit program ("Community Credits"), where applicable, which it desires to transfer to other participating Community Partners for the provision of services; and

WHEREAS, the purpose of this Agreement is to state the terms and conditions under which the transit funding will transfer ;

NOW THEREFORE, in consideration of the mutual covenants and representations contained herein, the parties agree as follows:

1. **THE PROJECT**

The Community has partnered with **NOTA (Northern Oakland Transportation Authority)** (hereinafter "**NOTA**") to provide local public transportation services within their service area.

2. FUNDING AND FUNDING APPLICATION

The Community agrees to provide annual flowthrough funding received from SMART to **NOTA** for the provision of public transportation service, under one of the following Options:

Option 1

- A. 100% of the Community Credits available to the Community pursuant to SMART'S Community Credit Program
- B. 100% of the Municipal Credits that are available to the Community pursuant to law.

OR

Option 2

- C. A certain percentage of or all but a certain amount of Community Credits available to the Community pursuant to SMARTS Community Credit Program.
- D. A certain percentage of or all but a certain amount of Municipal Credits available to the Community pursuant to law.

The Community must return a signed Exhibit A, which requires the Community to specify which Option it has selected, attached hereto, with the executed version of this Agreement. Should the Community's Option selection change, or should the amounts or percentages chosen by a Community under Option 2 change, the Community is required to submit an amended Exhibit A. Any amended Exhibit A must be submitted to SMART ninety (90) days prior to SMART's adoption of the Municipal and Community Credit budgets each fiscal year. Should a Community fail to submit an amended Exhibit A, where applicable, at least ninety (90) days prior to SMART's adoption of the Municipal and Community Credit budgets each fiscal year, the Community agrees to be bound by the last Exhibit A on file with SMART that was provided pursuant to, and in accordance with, the timely submission requirements of this section.

3. TERM OF THE AGREEMENT

The Community shall transfer funding noted above beginning July 1, 2025, and this Agreement shall remain effective as long as **NOTA** operates eligible transit services. The Community may terminate this agreement with ninety (90) days advanced notice prior to the adoption of the Municipal and Community Credit budgets each fiscal year.

This Agreement and transit services hereunder shall terminate immediately upon action by the Michigan Legislature, any court of competent jurisdiction, or action by the SMART Board of Directors, which inhibits SMART's ability to carry out the Agreement in such a way that SMART,

in its sole discretion, cannot reconcile its obligations under this Agreement with the legislative action, court order or Board resolution.

4. INDEMNIFICATION

Notwithstanding anything to the contrary contained herein, the Community shall indemnify, defend and save harmless SMART, its officers, agents, employees, and members of its Board of Directors from any and all claims, losses and damages, including costs and attorney fees occurring or resulting from any act or omission of the Community or **NOTA**, or their officers, agents, employees, subcontractors, successors and/or assigns, arising out of or pursuant to this Agreement without regard to the negligence of the Community or **NOTA**.

This Agreement is not intended to alter or increase SMART or Community's liability for tort claims, to other third-parties. Nor is this indemnity provision intended to be a third-party beneficiary contract, and therefore it confers no rights or third-party status on anyone other than the parties hereto.

5. SEVERABILITY AND INTENT

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

6. WAIVER

Parties' failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.

7. ASSIGNMENT

The Parties agree that the responsibilities and benefits under this Agreement shall not be assigned unless such assignment is approved by SMART in advance in writing. This agreement does not and is not intended to confer any rights or remedies upon any person other than the parties.

8. VENUE

Parties agree to follow all applicable State and Federal laws. This Agreement shall be governed by the laws of the State of Michigan.

9. ELECTRONIC SIGNATURE

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.

THE PARTIES HEREBY ACKNOWLEDGE that they have read and understand this Agreement and that the signatories below have affixed their signatures and affirmed that they are authorized to execute this Agreement, for the purpose of binding their respective Parties.

SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION

Signature

Printed Name

Title

Date

VILLAGE OF LAKE ORION

Signature

Darwin D. P. McClary

Printed Name

Village Manager

Title

Date

EXHIBIT A

The Community shall designate with an “X” mark which Option for **NOTA** funding it has selected (to the left of either Option 1 or Option 2). Should the Community select Option 2, the Community will properly fill in the percentage or applicable do not exceed amount.

<u>x</u>	<u>Option 1</u>
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
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10	10
11	11
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97	97
98	98
99	99
100	100

- A. 100% of the Community Credits available to the Community pursuant to SMART'S Community Credit Program
- B. 100% of the Municipal Credits that are available to the Community pursuant to law.

OR

Option 2

- C. _____ % of or all but _____ of Community Credits available to the Community pursuant to SMARTS Community Credit Program.
- D. _____ % of or all but _____ of Municipal Credits available to the Community pursuant to law.

Community: Village of Lake Orion

Date:

By: Darwin D. P. McClary

Its: Village Manager