

MUNICIPAL CREDIT and COMMUNITY CREDIT CONTRACT FOR FY2024

I, Linda Kunath, as the Finance Director/Treasurer of **the City of Madison Heights** (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 **\$26,648** in **Municipal Credit** funds as follows:

- (a) Transfer to _____ Funding of: \$ _____
TRANSFeree COMMUNITY
- b) Van/Bus Operations At the cost of: \$ 26,648
(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 \$26,648

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 **\$54,107** in **Community Credit** funds available as follows:

- (a) Transfer to _____ Funding of: \$ _____
TRANSFeree COMMUNITY
- (b) Van/Bus Operations At the cost of: \$ 54,107
(Including Charter and Taxi services)

- (c) Services Purchased from SMART (Including Tickets, Shuttle Services/Dial-a-Ride) At the cost of: \$ _____
- (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 \$54,107

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 MADISON HEIGHTS

Signature

Signature

Printed Name

Linda Kunath

Printed Name

Title

Finance Director/Treasurer

Title

Date

Date

EXHIBIT A

MADISON HEIGHTS PROJECT DESCRIPTION

Overall Project Description (Provide a descriptive narrative):

Point to point, demand-transportation services for the elderly and handicapped residents of Madison Heights. The service picks up passengers at the homes and transports them to civic functions, agency services, recreation programs, medical facilities, shopping centers, et cetera.

Service Area (Provide geographic boundaries):

The City limits of Madison Heights and selected shopping, medical and service facilities located outside City limits, up to a seven mile radius.

Service Times (Provide days and hours of service):

8:00 am – 2:30 pm, Monday – Friday, unless there is a special program.

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

Residents of Madison Heights, who are 50 years of age or older and/or handicapped individuals, are eligible to use this service.

Fare Structure: (Cost to use service)

Currently all rides are free through 2023 (or until the funds run out) due to a grant we received. When fares resume medical appointments and rides going outside Madison Heights are \$5.00 round trip. All other rides are \$2.00 round trip.

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

2-city owned vans

1-city owned 50 passenger bus

1-SMART 28 passenger bus with a wheelchair lift

1-SMART 13 passenger bus with a wheelchair lift

1-SMART transit van with a wheelchair lift

EXHIBIT B

PROJECT OPERATING BUDGET

Municipality: City of Madison Heights

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

Account Number: 48229

OPERATING EXPENSES:

Administrative Fee: *(All employees
other than drivers and dispatchers)*
(10% max. of MC & CC funds)

Driver Wages	<u>\$62,393</u>
Fringe Benefits	<u>7,845</u>
Gasoline & Lubricants	<u>7,760</u>
Vehicle Insurance	<u>7,993</u>
Parts, Maintenance Supplies	<u>3,187</u>
Mechanic Wages	<u>1,508</u>
Fringe Benefits	<u>570</u>
Dispatch Wages	<u> </u>
Other (Specify)	<u> </u>

Sub-Total (Operating Expenses) \$91,256

PURCHASED SERVICE:

Taxi Service	<u> </u>
Charter Service	<u> </u>
SMART Bus Tickets	<u> </u>
SMART Shuttle Service	<u> </u>
SMART Dial-A-Ride	<u> </u>
Other (Specify) _____	<u> </u>

Sub-Total (Purchased Service) 0

CAPITAL EQUIPMENT:

(Only list purchases to be made with Community Credits)

Computer Equipment	<u> </u>
Software	<u> </u>
Vehicle	<u> </u>
Maintenance Equipment	<u> </u>
Other (Specify)	<u> </u>

Sub-Total (Capital Equipment) 0

TOTAL EXPENSES Operating Expenses,
Purchased Service, and Capital Equipment: \$91,256

EXHIBIT B, continued (Page 2)

REVENUES:

Municipal Credit Funds	<u>\$26,648</u>
Community Credit Funds	<u>54,107</u>
Specialized Services Funds	<u> </u>
General Funds	<u>6,001</u>
Farebox Revenue	<u>4,500</u>
In-Kind Service	<u> </u>
Special Fares (Contracted Service)	<u> </u>
Other (Specify)	<u> </u>

TOTAL REVENUE: \$91,256

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