

MUNICIPAL CREDIT and COMMUNITY CREDIT CONTRACT FOR FY2024

I, **Victor Cardenas**, as the **City Manager** of **the City of Novi** (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 **\$62149** 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: \$ _____

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

Total \$62149

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 **\$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 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**

Signature

Printed Name

Title

Date

CITY OF NOVI

Signature

Victor Cardenas

Printed Name

City Manager

Title

Date

EXHIBIT A

PROJECT DESCRIPTION

Overall Project Description (Provide a descriptive narrative):

The City of Novi Older Adult Transportation Program is an advance reservation transportation service for adults 55 and over and disabled non-seniors provided by the City of Novi Parks, Recreation and Cultural Services Department. The priority of the Transportation Program is to provide rides for medical appointments, trips to hospitals, grocery stores, banks, malls, and numerous other facilities. Emphasis is placed on transporting riders to Meadowbrook Activity Center, Novi Civic Center and the Novi Public Library as well as city-sponsored events. The city promotes the program through “Engage!” Parks, Recreation and Cultural Services catalog, flyers, community presentations, Facebook, etc. Riders are given a brochure with information about the transportation program the first time they use the service.

Service Area (Provide geographic boundaries):

Service for the Novi Older Adult Transportation area is available to residents within 10 miles of the Novi Civic Center. In some cases, a medical facility may be located just outside of the 10 mile distance and consideration will be given based on availability.

Service Times (Provide days and hours of service):

Transportation is available –

- 8 a.m. – 4 p.m. Monday – Friday with the last pick-up within Novi at 4:00 p.m., and the last pickup outside of Novi at 3:30 p.m.
- 9 a.m. – 3 p.m. on Saturday with the last pick-up within Novi is 2:30 p.m., and the last pick-up outside of Novi is 2 p.m.
- There is no service on Sunday.
- Reservations are required at least one business day in advance and are scheduled based on availability. Riders may schedule rides between 8 a.m. – 4 p.m. daily by calling (248) 735-5617 or can book any time on the self-service booking portal.

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

Novi residents 55+ or those younger than 55 with a limiting disability are eligible. The service will not accommodate children.

Fare Structure: (Cost to use service)

\$0 within Novi and \$5 one-way outside of Novi.

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

Novi uses 7 vehicles: 1 Ford Escape Hybrid
2 Dodge Grand Caravans (1 with a side ramp)
3 Ford Transits 350HD's with wheelchair lifts
1 Ford E450 Bus

EXHIBIT B

PROJECT OPERATING BUDGET

Municipality: City of Novi

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

Account Number: 48233

OPERATING EXPENSES:

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

(10% max. of MC & CC funds)

Driver Wages	200,000
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Fringe Benefits	
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Gasoline & Lubricants	30,000
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Vehicle Insurance	
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Parts, Maintenance Supplies	24,550
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Mechanic Wages	
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Fringe Benefits	
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Dispatch Wages	
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Other (Specify)	
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Sub-Total (Operating Expenses)	254,550
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PURCHASED SERVICE:

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

Sub-Total (Purchased Service)

CAPITAL EQUIPMENT:

(Only list purchases to be made with Community Credits)

Computer Equipment

Software

Vehicle

Maintenance Equipment

Other (Specify)

Sub-Total (Capital Equipment)

254,550

**TOTAL EXPENSES _____ Operating Expenses,
Purchased Service, and Capital Equipment:**

EXHIBIT B, continued (Page 2)

REVENUES:

Municipal Credit Funds	62149	
Community Credit Funds	0	
Specialized Services Funds		
General Funds	182,401	
Farebox Revenue	10,000	
In-Kind Service		
Special Fares (Contracted Service)		
Other (Specify)		
		254,550

TOTAL REVENUE:

(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: City of Novi		
Address: 45175 10 Mile Road		
City: Novi	State: MI	Zip: 48009
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?		Title:	
Phone Number:	Ext:	Email:	
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													
					White		African American		Hispanic		Asian		Pacific Islander		American Indian		Multi Race	
	Employees	Male	Female	Minority	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officials/Managers	2	1	1		1	1												
Professionals	3	1	2		1	2												
Technicians																		
Office and Clerical Staff																		
Craftsmen (Skilled)																		
Operators (Semi-Skilled)																		
Laborers (Unskilled)																		
Service Workers	16	15		1	13	1	2											
Journey Workers																		
Apprentices																		
Total	21																	

Certification

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

Name of Authorizing Official (Print): Jeff Muck Title: PRCS Director

Signature: Date:

Contact person for report: Jeff Muck Title: PRCS Director

Telephone: 248-347-0402 Ext: Email: jmuck@cityofnovi.org

