

# MUNICIPAL CREDIT and COMMUNITY CREDIT CONTRACT FOR FY 2022

I, \_\_\_\_\_, as the \_\_\_\_\_ of City of Livonia (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 July1, 2021 through June 30, 2022 (Section 1 below), and **Community Credits** available for the period July 1, 2021 to June 30, 2022 (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 \$95,342 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 \$95,342**

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, 2024; 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 2022, 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, 2025; 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 LIVONIA**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

*Signature page cont.*

**CITY OF LIVONIA**

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Signature

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Printed Name

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Title

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Date

**CITY OF LIVONIA**

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Signature

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Printed Name

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Title

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Date

**EXHIBIT A**

**PROJECT DESCRIPTION**

Overall Project Description (Provide a descriptive narrative):

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Service Area (Provide geographic boundaries):

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Service Times (Provide days and hours of service):

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

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Fare Structure: (Cost to use service)

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

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**EXHIBIT B**

**PROJECT OPERATING BUDGET**

Municipality: City of Livonia

Contract Period: July 1, 2021 through June 30, 2022

Account Number: 48140

**OPERATING EXPENSES:**

Administrative Fee: *(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)

**Sub-Total (Operating Expenses)**

**PURCHASED SERVICE:**

Taxi Service

Charter Service

SMART Bus Tickets

SMART Shuttle Service

SMART Dial-A-Ride

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)**

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

**EXHIBIT B, continued (Page 2)**

**REVENUES:**

Municipal Credit Funds	95,342	_____
Community Credit Funds		_____
Specialized Services Funds		_____
CARES Funds		_____
General Funds		_____
Farebox Revenue		_____
In-Kind Service		_____
Special Fares (Contracted Service)		_____
Other (Specify)		_____

**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 Livonia – Livonia Community Transit**

Address: **15218 Farmington Rd**

City: **Livonia**

State: **MI**

Zip: **48154**

### 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

### 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

Who is your testing program manager? **Doug Moore**

Contact Number: **(734) 466-2617**

**Please Proceed to Employment Data Section on Back**

Suburban Mobility Authority For Regional Transportation

# EEO COMPLIANCE REPORT A

## COMMUNITY PARTNERSHIP FORM

Employment Data																				
Report all <b>Transit</b> related permanent, temporary, or part-time employees including apprentices and on-the-job trainees. Enter the appropriate figures in the boxes below relating to an employee's race and gender.																				
Job Classification	Total				Race															
					Non Minority		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/Manager	2		2	1		1		1												
Professionals																				
Technicians (Bus Drivers)	24	21	3		21	3														
Sales Workers																				
Office and Clerical Staff	3		3			3														
Craftsmen (Skilled)																				
Operators (Semi-Skilled)																				
Laborers (Unskilled)																				
Service Workers																				
Journey Workers																				
Apprentices																				
<b>Total</b>	<b>29</b>																			

**Certification**



Suburban Mobility Authority For Regional Transportation

# EEO COMPLIANCE REPORT A

## COMMUNITY PARTNERSHIP FORM

How was this information obtained? Visual Survey: Yes <input type="checkbox"/> No <input type="checkbox"/> Employment Records: Yes <input type="checkbox"/> No <input type="checkbox"/>	
Name of Authorizing Official(Print): <b>Felicia Cross</b>	Title: <b>Program Supervisor</b>
Signature:	Date: <b>July 19, 2021</b>
Contact Person for report: <b>same as above</b>	Title:
Telephone: <b>(734) 466-2537</b>	Ext:
	Email: <b>fcross@livonia.gov</b>

City/Agency Name: **City of Livonia – Livonia Community Transit**

**\*\*Primary Contact:**

Name: **Felicia Cross**

Title: **Program Supervisor**

Office Telephone Number: **734-466-2537**

Cell Phone Number:

Email Address: **fcross@livonia.gov**

Street Address, City, Zip Code: **15218 Farmington Rd, Livonia, MI 48154**

**Secondary Contact:**

Name: **Brandie Isaacson**

Title: **Director of Housing**

Office Telephone Number: **(734) 421-6450 or (248) 477-9539 x5**

Cell Phone Number:

Email Address: **bisaacson@livonia.gov**

Street Address, City, Zip Code:

**Other Name(s):**

Title:

Office Telephone Number:

Cell Phone Number:

Email Address:

Street Address, City, Zip Code:

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