



**CITY OF NOVI CITY COUNCIL**  
**SEPTEMBER 28, 2020**

**SUBJECT:** Approval of the 2021 Suburban Mobility Authority for Regional Transportation (SMART) Municipal Credit Fund Contract and Resolution for the Older Adult Transportation Program in the amount of \$54,454 and CARES Act funding in the amount of \$42,990

**SUBMITTING DEPARTMENT:** Parks, Recreation and Cultural Services (PRCS)

**BACKGROUND INFORMATION:** The City of Novi is eligible to receive \$54,454 in Suburban Mobility Authority for Regional Transportation (SMART) Municipal Credit Funds for 2021. These funds are utilized to support the Older Adult Services (OAS) Transportation Program for Novi residents ages 55 and older, and those younger than 55 with a limiting disability. The priority of the program is to transport individuals to medical appointments and then for shopping, restaurants, visiting friends, programs/classes, or entertainment. The objective is to allow them to participate in activities they may not otherwise be able to. The OAS Transportation Program began in February 1990 with one van funded by The Independence for Life Association and one part-time driver funded by Novi Parks, Recreation, and Cultural Services.

In addition to the SMART Municipal Credit, the City of Novi is eligible to receive \$42,990 in Coronavirus Aid, Relief, and Economic Security (CARES) Funding Act Agreement through SMART to offset costs incurred because of the Coronavirus.

In the first full year of operation, there was one vehicle, one driver, and 3,390 one-way rides provided. Thirty years later, in FY 2019-20, the program provided 8,840 one-way rides (including special events). OAS employs one part-time coordinator, one part-time scheduler, and 10 part-time drivers with a Recreation Supervisor overseeing the program.

During the first full year of the curb-to-curb service, the department provided 3,230 one-way rides. It soon became apparent that, as residents discovered this essential new service, the demand would increase dramatically. In the past three years, we have provided 26,343 one-way rides; averaging 8,781 rides per year.

The OAS Transportation Program has been supported by the City of Novi General Fund, farebox fees, partnerships, and SMART Municipal Credits funding. SMART funding is determined by the population of the city.

For FY 2020-21, the operating budget for the Transportation Program is \$181,052 of which \$25,000 is allocated by City Council.

The chart below shows the percentages of the funding sources received for the transportation program.

<b>Funding Sources</b>	<b>Revenue Account</b>	<b>Amount</b>	<b>% of Funding</b>
Older Adults - Transportation	208-695.00-960.557	\$141,167	78
Older Adults – Vehicle Maintenance	208-695.00-935.557	\$24,000	13
Older Adults- gasoline and oil	208-695.00-861.557	\$15,885	9
<b>TOTALS</b>		<b>\$181,052</b>	<b>100</b>

The OAS Transportation Program is an essential service for many older adults in Novi. The service is a direct lifeline to many and allows them to keep scheduled medical appointments and visit many places at an affordable rate.

The success of the program is evident in hearing the favorable comments from riders who acknowledge how the service is important to their health, convenient for not walking long distances, the ability to be independent and not rely on others, and is stress free, as they don't have to worry about traffic. OAS Transportation has hosted special field trips, as well as vehicle rental opportunities, for groups to attend special occasions after hours for a nominal fee.

Below are a few communities in our area who also manage a transportation program.

**Farmington Hills** has a curb-to-curb service and operates Monday-Friday from 9 a.m.-3:30 p.m. Their budget is approximately \$200,000 and they receive funding from SMART, farebox, fundraisers, memorial funds and agencies in the community. Farmington Hills utilizes 18 drivers, has 11 vehicles, one part-time coordinator and averages 100 rides per day. There is a \$2 suggested donation each way.

**Livonia** has door-to-curb service, operates Monday-Friday from 7 a.m.-6:30 p.m. and Saturday-Sunday 8 a.m.-2:30 p.m. Their budget is from a millage. Fares are \$2 each way. They also drop off at SMART and DDOT hubs in the city. Livonia transportation has approximately 25 drivers with 17 buses and averages 1,000 rides per week.

**Northville** has curb-to-curb service and operates Monday-Friday from 9 a.m.-4 p.m. Northville charges \$3 each way within the city and township, \$4 within a four-mile radius of the city/township each way and 4-8 miles outside the city/township is \$5 each way. They have five part-time drivers, two schedulers and 10-15 rides per day. Northville's funding is received through SMART, City and Township funds and farebox.

### **Current Program**

The OAS Transportation program currently operates a total of seven vehicles. The table below shows vehicle model, seating, mileage, purchase price, depreciation value without a wheelchair lift, and the recommended useful life of the vehicle.

Vehicle	Seating	Mileage (updated 9/14/2020)	Purchase price	Current Depreciation value	Useful life
2020 Ford Transit	7 passenger 1 wheelchair	30,957	\$63,281	N/A	7
2009 Ford E350 Terra Bus	14 passenger	84,086	\$39,977	\$0	7
2019 Ford Transit	7 passenger 1 wheelchair	6,917	\$45,219	\$32,299	7
2016 Dodge RAM Van	7 pass w/2 wheelchairs	70,089	\$44,670	\$20,635	7
2015 Dodge Grand Caravan	6 passenger	52,767	\$21,436	\$7,535	7
2017 Ford Transit Connect (#7)	7 passenger 1 wheelchair	28,477	\$49,398	\$28,228	7
2020 Ford Escape	3 passenger	1,265	\$26,940	\$23,092	7

For FY 2019-2020, 108,659 miles were traveled in 8,590 hours, spending \$7,649.65 on fuel and about \$17,356.87 on maintenance (oil changes, bodywork, tires, new transmission, and general repairs).

The program hours Monday-Friday 8 a.m.-6:30 p.m., Saturdays 9 a.m.-2 p.m. Services are unavailable Sundays. Riders must call one business day in advance to schedule a ride. Rides are scheduled between 7:30 a.m.-4 p.m. daily. Transportation is provided to Novi residents only.

Passengers may ride anywhere within the City of Novi and the shopping areas located at Grand River and Wixom Roads and Eight Mile and Haggerty Roads for free. Currently, the \$5 per one-way ride for visits outside the City of Novi, but within 10 miles of Novi Civic Center fare is suspended.

Punch cards are available for \$30 for 7 rides outside of Novi.

**RECOMMENDED ACTION:** Approval of the 2021 Suburban Mobility Authority for Regional Transportation (SMART) Municipal Credit Fund Contract and Resolution for the Older Adult Services Transportation Program in the amount of \$57,160 and Coronavirus Aid, Relief, and Economic Security Funding Act Agreement in the amount of \$42,990.



**S.M.A.R.T. MUNICIPAL CREDIT PROGRAM  
RESOLUTION**

WHEREAS, the City of Novi is desirous of maintaining the existing Suburban Mobility Authority for Regional Transportation (S.M.A.R.T.) Municipal Credit Program and receiving Coronavirus Aid, Relief, and Economic (C.A.R.E) Act Funding through S.M.A.R.T., and

**CITY COUNCIL**

**Mayor**

Bob Gatt

**Mayor Pro Tem**

Dave Staudt

Andrew Mutch

Laura Marie Casey

Kelly Breen

Hugh Crawford

Justin Fischer

WHEREAS, this program provides an essential service to senior citizens and handicapped individuals.

NOW, THEREFORE, BE IT RESOLVED that the Novi City Council hereby requests the 2021 Municipal Credit funding from Suburban Mobility Authority for Regional Transportation (S.M.A.R.T.), in the amount of \$54,454, and C.A.R.E. Act funding in the amount of \$42,990 and

BE IT FUTHER RESOLVED that funding be distributed in the following manner:

Novi Older Adult Transportation Program

\$97,444

Total \$97,444 (less SMART administration fees)

**City Manager**

Peter E. Auger

**City Clerk**

Cortney Hanson

**Certification**

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Novi at a Regular Meeting held (insert meeting date).

\_\_\_\_\_  
Cortney Hanson, City Clerk

**City of Novi**

45175 Ten Mile Road  
Novi, Michigan 48375  
248.347.0460  
248.347.0577 fax

cityofnovi.org

# MUNICIPAL CREDIT and COMMUNITY CREDIT CONTRACT FOR FY2021

I, \_\_\_\_\_, as the \_\_\_\_\_ 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, 2020 through June 30, 2021** (Section 1 below), and **Community Credits** available for the period **July 1, 2020 through June 30, 2021** (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 **\$54,454.00** in **Municipal Credit** funds as follows:

- (a) Transfer to \_\_\_\_\_ Funding of: \$ \_\_\_\_\_  
TRANSFeree COMMUNITY
- (b) Van/Bus Operations At the cost of: \$ 54,454.00  
(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 \$54,454.00**

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, 2022**; 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 **FY2021** 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, 2024**; any funds not spent by that date may revert back to SMART for expenditure consistent with SMART policy.

This agreement shall be binding once signed by both parties.

**CITY OF NOVI**

By: \_\_\_\_\_

Date \_\_\_\_\_

Its: \_\_\_\_\_

**SUBURBAN AUTHORITY FOR  
REGIONAL TRANSPORTATION**

By: \_\_\_\_\_

Date \_\_\_\_\_

Its: \_\_\_\_\_

## EXHIBIT A

### NOVI 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, the “Enhance” e-newsletter, flyers, advertisements on the local cable station, 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 with 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. – 7 p.m. Monday – Friday (last pick-up is 6:30 in Novi, last pick-up outside of Novi is 6 p.m.) and 9 a.m. – 3 p.m. on Saturday (last pick-up in Novi is 2:30, 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 the hours of 7 a.m. – 4 p.m. daily by calling (248) 735-5617 or can book any time on the self-service booking portal. Riders should allow some flexibility in their appointment scheduling to account for traffic, construction, and weather conditions. Drivers may be up to 15 minutes prior to or after the originally scheduled ride time.

#### **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 cannot accommodate children.

#### **Fare Structure:** (Cost to use service)

Rides within the City of Novi are free, outside. Rides outside of the City of Novi are \$5 one way.

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

<b>Vehicle</b>	<b>Seating</b>
2020 Ford Transit	7 passenger 1 wheelchair
2009 Ford E350 Terra Bus	14 passenger
2019 Ford Transit	7 passenger 1 wheelchair
2016 Dodge RAM Van	7 pass w/2 wheelchairs
2015 Dodge Grand Caravan	6 passenger
2017 Ford Transit Connect (#7)	7 passenger 1 wheelchair
2020 Ford Escape	3 passenger



**EXHIBIT B**

**PROJECT OPERATING BUDGET**

Municipality: **Novi**

Contract Period: July 1, 2020 through June 30, 2021

Account Number: 48231

**OPERATING EXPENSES:**

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

Driver Wages \$141,167

Fringe Benefits \_\_\_\_\_

Gasoline & Lubricants \$22,000

Vehicle Insurance \_\_\_\_\_

Parts, Maintenance Supplies \$24,000

Mechanic Wages \_\_\_\_\_

Fringe Benefits \_\_\_\_\_

Dispatch Wages \_\_\_\_\_

Other (Specify) \_\_\_\_\_

**Sub-Total (Operating Expenses)** \$187,167

**PURCHASED SERVICE:**

Taxi Service \_\_\_\_\_

Charter Service \_\_\_\_\_

SMART Bus Tickets \_\_\_\_\_

SMART Shuttle Service \_\_\_\_\_

SMART Dial-A-Ride \_\_\_\_\_

Other (Specify) \_\_\_\_\_

**Sub-Total (Purchased Service)** \$187,167

**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:** \_\_\_\_\_

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

**REVENUES:**

Municipal Credit Funds	\$54,454.00	
Community Credit Funds	\$ 0.00	
Specialized Services Funds		
General Funds	\$82,128	
Farebox Revenue	\$7,595.00	
In-Kind Service		
Special Fares (Contracted Service)		
Other (CARES Act Funds)	\$42,990.00	
		\$187,167

**TOTAL REVENUE:**

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

# CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT FUNDING AGREEMENT

BETWEEN  
SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION  
AND  
The CITY of NOVI

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This Coronavirus Aid, Relief, and Economic Security Act Funding 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, of 535 Griswold, Suite 600, Detroit, Michigan 48226 and **the City of Novi** (hereinafter “Sub-recipient”), a municipality, whose address is **45175 Ten Mile Road, Novi, MI 48375**, for the use of grant funding provided by the Federal Transit Administration (hereinafter “FTA”), pursuant to the Coronavirus Aid, Relief, and Economic Security Act (hereinafter “CARES Act”). SMART and Sub-recipient are collectively referred to as the “Parties” herein.

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

**WHEREAS**, Sub-recipient is within SMART’s jurisdiction and desires to manage and operate certain public transportation services for purposes consistent with §5307; and

**WHEREAS**, the CARES Act provides emergency assistance and health care response for individuals, families and businesses affected by the COVID-19 pandemic, including funding for transportation to support capital, operating, and other expenses generally eligible under those programs to prevent, prepare for, and respond to COVID-19; and

**WHEREAS**, the purpose of this Agreement is to state the responsibilities and obligations of Sub-recipient and SMART, as well as the conditions for the Sub-recipient’s use of the CARES Act funding distributed by SMART; and

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

## **1. FUNDING**

SMART, as a direct recipient of CARES Act funding, shall pass through designated CARES Act funding to Sub-recipient in the amount of **\$42,990**. This funding shall be spent in accordance to the CARES Act Budget in **Exhibit A**. The funding will be distributed as approved by the SMART Board of Directors and in accordance with federal regulations and SMART’s policies and procedures, and subject to the terms and conditions of this Agreement. The Parties agree that SMART’s disbursement of the CARES Act funding is contingent upon SMART receiving the funding from FTA. SMART will periodically reimburse communities for eligible

CARES Act expenses upon receipt of Sub-recipient's required Quarterly Expense Report, and as described in the Community Transit Manual, and/or any and all required supporting documentation.

Eligible CARES Act expenses are those that are normally eligible under the Section 5307 programs that are incurred on or after January 20, 2020 to be in response to economic or other conditions caused by COVID-19. CARES Act funding must be spent on or before June 30, 2023. If the CARES Act funds allocated as above are not spent in their entirety on or before that date, SMART reserves the right to reallocate those funds.

If Sub-recipient has requested reimbursement of Municipal Credit or Community Credit ("MC/CC") funding for expenses that are also eligible for CARES Act funding, Sub-recipient may request that the funds be re-allocated from their MC/CC funding to their SMART share of CARES Act funding. Sub-recipient shall submit the re-allocation request via an email to the following email addresses: (1) FinanceAdmin@smartbus.org; (2) HShepherd@smartbus.org; and (3) MColson@smartbus.org. Sub-recipient shall specify and include in the email the following: (1) a revised Quarterly Expense Report indicating the quarter in which the reimbursement was requested for MC/CC funds that the Sub-recipient would like to be reallocated to CARES Act eligible funds (i.e., April 2020 – June 2020); (2) all relevant CARES Act eligible revenues; (3) all relevant CARES Act eligible expenses; (4) all relevant CARES Act eligible non-financial data; and (5) the amount of the CARES Act Funding eligible expense, specifically stating the entire expense amount is not CARES Act eligible. SMART's Finance Department shall review the originally submitted Quarterly Expense Report(s) against the revised Quarterly Expense Report(s) the Community submitted in re-allocating eligible CARES Act Funding expense. Upon completion of the review, SMART's Finance Department shall determine if the request for reimbursement is CARES Act eligible and if a transfer of the funds is permitted. A template of the Quarterly Expense Report can be obtained by your County ombudsperson. CARES Act funding cannot supplant existing grant local contribution requirements. Eligible expenditures reimbursed under MC/CC cannot also be reimbursed under CARES Act funding.

The Parties agree that should the CARES Act funding amount be reduced by the FTA from that which is anticipated, SMART shall reduce the CARES Act funding amount passed through to Sub-recipient. SMART may make reductions by project, by line item expenditure, or by dollar amount. SMART retains sole discretion to budget and spend all CARES Act funding dollars it receives. If the expenses applied for by Sub-recipient are found to be ineligible for funding, SMART will immediately notify Sub-recipient. Within thirty (30) days, Sub-recipient shall return all CARES Act funding for the ineligible expenses to SMART.

## **2. TERM OF THE AGREEMENT**

This Agreement shall remain in effect as long as Sub-recipient receives CARES Act funding provided by this Agreement. SMART shall have sole discretion to terminate this Agreement upon written notice to Sub-recipient. Within thirty (30) days of receipt of written notice, Sub-recipient shall return all CARES Act funding for the terminated program to SMART for repayment to the FTA.

### **3. RECORDS AND AUDITS**

Sub-recipient shall keep accurate financial and operating records for the project for at least six (6) years from the date of expenditure or request for reimbursement, whichever is later. Such records including but not limited to: records of all expenses paid for its operations, records of the use of its services (ridership), all accident reports, maintenance records, dispatch records, personnel records, and all other supporting documents. SMART may request, and Sub-recipient shall permit, SMART or its designee to review all records relating to the project either by formal audit or periodic administrative review.

### **4. SUBRECEPIENT REPORTING AND MONITORING**

Pursuant to 2 CFR Part 900 (hereinafter “Super Circular”) §200.331, Sub-recipient agrees to complete all available information required by **Exhibit B** of this Agreement at the time of the Agreement’s execution, and Sub-recipient further agrees to supplement all additional information required by **Exhibit B** immediately as it becomes available following the execution of the Agreement. **Exhibit B** may be completed in one or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same document.

### **5. INDEMNIFICATION**

Notwithstanding anything to the contrary contained herein, Sub-recipient 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 Sub-recipient or its officers, agents, employees, subcontractors, successors and/or assigns arising out of or pursuant to this Agreement without regard to the negligence of the Sub-recipient.

This Agreement is not intended to alter or increase SMART or Grantee’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.

### **6. PROCUREMENT**

The Sub-recipient’s procurement of any property, supplies, services, or equipment using CARES Act funds must comply with the FTA procurement requirements at 49 CFR Part 18 if Sub-recipient is, or established by, a State or Local Government and 49 CFR Part 19 if Sub-recipient is a private, non-profit entity, and the guidance contained in the current FTA Circular 4220.1.

### **7. GENERAL**

This Agreement may be executed and delivered (including by facsimile transmission) in two or more counterparts, each of which when executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. This Agreement constitutes the entire agreement between the parties and supersedes all previous understandings and

agreements between the parties, whether oral or written. This Agreement may be modified by SMART at its sole discretion and written notice to Sub-recipient.

Should any part of this Agreement be declared to be invalid, unconstitutional or beyond the authority of either party to enter into or carry out, such decision will not affect the validity of the remainder of this Agreement, which will continue in full force and effect.

This Agreement is not intended to be a third-party beneficiary Agreement and confers no rights on anyone other than SMART and the Sub-recipient.

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.

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.

The Sub-recipient shall, in the performance of this Agreement, comply with all applicable State, Federal and local statutes, ordinances and regulations. This Agreement shall be governed by the laws of the State of Michigan.

This Agreement shall become effective upon the date the Agreement is signed by SMART.

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**

**The CITY of NOVI**

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Signature

---

Signature

---

Printed Name

---

Printed Name

---

Title

---

Title

---

Date

---

Date

**EXHIBIT A**  
**CARES ACT FUNDING BUDGET**

Sub-recipient: **The City of Novi**  
 Contract Period: January 20, 2020 - June 30, 2023  
 Account Number: \_\_\_\_\_

**CARES ACT SMART ALLOCATION** **\$42,990.00**

**CARES ACT ANTICIPATED EXPENSES**

**OPERATING EXPENSES:**

State Administrative Wages	
Driver Wages	
Fringe Benefits	
Gasoline & Lubricants	
Vehicle Insurance	
Parts, Maintenance Supplies and Contractual Services*	
Mechanic Wages	
Fringe Benefits	
Dispatch Wages	
Other (Specify)	
<b>Sub-Total</b>	

**PURCHASED SERVICE:**

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

**CAPITAL EQUIPMENT:**

*(Only list purchases to be made with CARES Act Funding)*

Computer Equipment	
Software	
Vehicle	
Maintenance Equipment	
Other (Specify)	
<b>Sub-Total</b>	

**TOTAL EXPENSES:**

**CARES ACT SMART ALLOCATION MINUS**

**TOTAL EXPENSES:**

\*Contractual Services– Please detail what services are being performed with an attachment to this budget.



## **EXHIBIT B**

- 1) **Sub-recipient Name:** City of NOVI
- 2) **DUNS Number:**
- 3) **FAIN:**
- 4) **Fed Award Date:**
- 5a) **Sub-Award Start:**
- 5b) **Sub-Award End:**
- 6) **Fed Funds Obligated by this Action:**
- 7) **Total Fed Funds Obligated to Sub by  
FAIN:**
- 8) **Total Amount of Fed Award Committed:**
- 9) **Fed Award Project Description:**
- 10) **SMART Vehicle Number:**
- 11) **Name of Fed Awarding Agency:** Federal Transit Administration
- 12) **Name of Pass-Through Entity:** SMART
- 13) **Contact Information for Pass-Through Awarding Official:** Ryan Byrne, SMART Director  
of Finance
- 14) **CFDA Number & Name:** 20.507- Urbanized Area Formula Grants (CARES Act)
- 15) **R&D:** No
- 16) **Indirect Cost Rate for Federal Award:** N/A

Suburban Mobility Authority For Regional Transportation

**EEO COMPLIANCE REPORT A**

**FY21 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 Senior Transportation

Address: 45175 W. Ten Mile Rd.

City: Novi

State: MI

Zip: 48375

**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?

Contact Number:

**Please Proceed to Employment Data Section**

Suburban Mobility Authority For Regional Transportation

# EEO COMPLIANCE REPORT A

## FY21 COMMUNITY PARTNERSHIP FORM

### Employment Data

Report all Transit 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												
	Employees	Male	Female	Minority	White		African American		Hispanic		Asian		Pacific Islander		American Indian		Multi Race		
					Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male
Officials/Manager	1					1													
Professionals																			
Technicians																			
Sales Workers																			
Office and Clerical Staff	2	1	1		1	1													
Craftsmen (Skilled)																			
Operators (Semi-Skilled)																			
Laborers (Unskilled)																			
Service Workers	10	8	2	2	6	2			2										
Journey Workers																			
Apprentices																			
<b>Total</b>	<b>13</b>																		

### Certification

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

Name of Authorizing Official(Print): Jessica Mistak

Title: Recreation Supervisor

Suburban Mobility Authority For Regional Transportation

**EEO COMPLIANCE REPORT A**

**FY21 COMMUNITY PARTNERSHIP FORM**

Signature: <i>Jessica Mistak</i>	Date: 9/16/20	
Contact Person for report: Jessica Mistak	Title: Recreation Supervisor	
Telephone: 248-735-5616	Ext:	Email: jlmistak@gmail.com