



Buhl Building ▪ 535 Griswold Street, Suite 600 ▪ Detroit, MI 48226

Board of Directors Meeting

February 23, 2023



Buhl Building • 535 Griswold Street, Suite 600 • Detroit, MI 48226 • (313) 223-2100

ROLL CALL

Board of Directors Meeting

Date: February 23, 2023

CHAIRPERSON, MS. HILARIE CHAMBERS

VICE-CHAIRPERSON, MR. ABDUL HAIDOUS

MR. ROYCE MANIKO

MR. KHALIL RAHAL

MR. BRET RASEGAN

MR. JOHN PAUL REA

MS. VICKI WOLBER

Tiffany Martin-Patterson, SMART Board Secretary



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**SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION
BOARD OF DIRECTORS MEETING
THURSDAY, FEBRUARY 23, 2023
2:00 PM**

AGENDA

<u>ITEM:</u>	<u>ACTION:</u>	<u>PRESENTED BY:</u>
1. Call to Order		Hilarie Chambers
2. Pledge of Allegiance		
3. Roll Call		Tiffany Martin
4. Adoption of Agenda	Approval	Hilarie Chambers
5. Certification of Public Notice	Information	Tiffany Martin
6. Minutes		
A) Board Meeting Minutes for January 26, 2023	Approval	Hilarie Chambers
7. Public Participation	Discussion	Hilarie Chambers
8. Financial Reports		
A) FY2023 2 nd Quarter Report	Information	Ryan Byrne
9. Chairperson's Report	Information	Hilarie Chambers
10. General Manager's Report	Information	Dwight Ferrell
11. New Business		
A. Resolution: Approval of the Interlocal Public Transportation Agreement between the Suburban Mobility Authority for Regional Transportation and Oakland County	Approval	Tiffany Gunter <i>Deputy GM & COO</i>
B. Resolution: Federal Lobbyist	Approval	Tiffany Gunter <i>Deputy GM & COO</i>
C. Resolution: State Lobbyist	Approval	Tiffany Gunter <i>Deputy GM & COO</i>

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|---|------------|---|
| D. Resolution: Amendment of the By-Laws of the SMART Board of Directors to add a line item for the “Board Briefings” To the order of Business for Regular or Special Meetings | Approval | Laura Bieniek
<i>Assistant General Counsel</i> |
| E. Resolution: Revision to SMART Board of Directors’ Policy 9 | Approval | Laura Bieniek
<i>Assistant General Counsel</i> |
| F. Resolution: Approval of Interlocal Agreement Between The City of Monroe and Frenchtown Township Creating the Lake Erie Transit Commission | Approval | Laura Bieniek
<i>Assistant General Counsel</i> |
| G. Resolution: Authorization to Award a Contract for for Janitorial Service | Approval | Le Juan Burt
<i>VP of Maintenance</i> |
| H. Resolution: Wayne Terminal Lighting Upgrade Project | Approval | Le Juan Burt
<i>VP of Maintenance</i> |
| 12. Board Member Business | Discussion | Hilarie Chambers |

Adjournment



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PUBLIC NOTICE

SMART will hold the February 23, 2023 Board of Directors meeting at 2 p.m. in SMART's Board Room located on the sixth floor of the Buhl Building, 535 Griswold Street, Detroit, MI 48226.

Virtual attendance is strongly encouraged, and full public participation is still available via Zoom.

All physically present at the meeting must adhere to the following:

- Masks are recommended in indoor public transportation settings and encouraged. Please respect anyone needing or choosing to wear one.
- People with symptoms, a positive test, or exposure to someone with COVID-19 should wear a mask or attend virtually.
- Pass a temperature check and a complete health screening questionnaire before entering the Board room.

The agenda can be found on SMART's website: <http://www.smartbus.org/About/Our-Organization/Board-of-Directors/Board-Meeting-Schedule>

Members of the public may attend in person, or virtually/via phone. To attend virtually; on a smartphone, tablet, or computer; please enter this URL in a web browser:

- <https://smartbus.zoom.us/j/97955560638>
- Via phone only, please dial: (301) 715-8592
- Webinar ID: 979 5556 0638 (no password required)
- One-tap mobile: +13017158592,,97955560638#

Members of the public may also submit a written comment to be read during the Public Comment period by emailing SMARTBoard@smartbus.org by 1:45 p.m. on the day of the meeting.

Requests for reasonable accommodations at SMART require advanced reservations. Individuals with disabilities requiring assistance should contact SMARTBoard@smartbus.org or 313-223-2110 as soon as possible. If you have difficulties joining the virtual session, contact SMARTBoard@smartbus.org or 248-419-7912 and we will assist you to the best of our abilities.

Public Comment will proceed as follows:

- All comments: 5-minute limit per member of the public. Kindly state your name and city of residence.
- Public comments will be received in the following order
 - Members of the public who attend in person
 - Members of the public on Zoom/phone
 - Written comments via email. The Board Secretary will read any submitted comments

SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION

BOARD OF DIRECTORS MEETING

APPROVED MINUTES – January 26, 2023

A meeting of the Board of Directors of the Suburban Mobility Authority for Regional Transportation (SMART) was held on Thursday January 26, 2023 at 2:07 PM. The meeting was held at 535 Griswold, Suite 600, Detroit, MI 48226 and via a digital public video conference.

ATTENDANCE

SMART Board of Directors:	Chairperson	Ms. Hilarie Chambers
	Vice-Chairperson	Mr. Abdul Haidous
		Mr. Khalil Rahal
		Mr. John Paul Rea
		Mr. Bret Rasegan
		Ms. Vicki Wolber
Absent Board Members:		Mr. Royce Maniko <i>(VIA ZOOM)</i>
SMART General Manager:		Mr. Dwight Ferrell
SMART Deputy GM & COO:		Ms. Tiffany Gunter
SMART Board Administrator:		Ms. Tiffany Martin-Patterson
SMART Staff Present:		Ms. Truvae Adams
		Mr. Brandon Adolph
		Ms. Laura Bieniek
		Mr. Ryan Byrne
		Ms. Sabrina Clay
		Mr. Melvin Evans
		Ms. Beth Gibbons
		Ms. Melissa Hightower
		Ms. Lynette Hurt
		Ms. Carol Jones
		Ms. Angie Kelley
		Ms. Nicole Mack
		Ms. Laila Malki
		Ms. Nichole Peters
		Ms. Michele Pollock
		Mr. Sean Riopelle
		Ms. Shana Shore

Mr. Mark Watson
Ms. Patty Wailing
Ms. Dea Weathers
Mr. D’Andrae Whitley

Public Registered:

None

1. Call to Order

A) Pledge of Allegiance

2. Roll Call

Present: Chairperson Ms. Hilarie Chambers, Vice-Chairperson Mr. Abdul Haidous, Mr. Khalil Rahal, Ms. Vicki Wolber, Mr. Bret Rasegan and Mr. John Paul Rea

Absent: Mr. Royce Maniko (via Zoom)

A quorum was present.

3. Adoption of Agenda

MOTION: Moved by Ms. Vicki Wolber, seconded by Mr. Abdul Haidous, to approve the agenda for the January 26, 2023 Board meeting.

DISCUSSION

None

VOTE: THE MOTION CARRIED.

4. Certification of Public Notice

The Secretary read the Public Notice and Rules of Order into the record.

5. Minutes

A. Board Meeting Minutes for December 1, 2022

MOTION: Moved by Mr. Abdul Haidous, seconded by Mr. Bret Rasegan, to approve the Board meeting minutes for December 1, 2022.

DISCUSSION:

None

VOTE: THE MOTION CARRIED.

6. Public Participation

Chairperson Ms. Hilarie Chambers declared the meeting open for Public Participation.

- Mr. Tomas Yazback
- Mr. Steven Hamingtree
- Mr. Robert Pawlowski
- Mr. Logan – TRU
- Mr. Joel Batterman
- Corey Rowe
- Mike Rayner

7. Chairperson's Report

DISCUSSION:

None

8. General Manager's Report

DISCUSSION:

None

9. Financial Report - Fiscal Year 2023 1st Quarter Report

MOTION: Moved by Mr. John Paul Rea, seconded by Mr. Bret Rasegan, to receive and file the FY 2023 1st Quarter Report.

DISCUSSION:

None

VOTE: THE MOTION CARRIED.

10. New Business

A. Resolution: Authorization to Award a Contract for Clever Devices

MOTION: Moved by Mr. Abdul Haidous, seconded by Mr. Bret Rasegan, that the General Manager of Suburban Mobility Authority for Regional Transportation is to award a contract to Clever Devices, Ltd. for the purchase of the Clever AVL Refresher, Disruption Management System, Quality Assurance Process, and Training Program for two years. The amount shall not exceed \$4,634,966.00.

DISCUSSION:

None

VOTE: THE MOTION CARRIED.

B. Resolution: Amendment to the FY2022/23 General Operating Budget – Micro Transit Service Expansion and Consultant

MOTION: Moved by Mr. John Paul Rea, seconded by Mr. Abdul Haidous, that the Board of Directors of the Suburban Mobility Authority for Regional Transportation hereby approves the budget amendment outlined in the VP of Finance communication to the Board dated 1/26/2023 and hereby increases the line items as follows:

Revenues – NEW	\$500,000
Expenses – Various	\$500,000

and authorizes the VP of Finance to reclassify FY22/23 line item Operating appropriation.

DISCUSSION:

None

VOTE: THE MOTION CARRIED.

C. Resolution: Authorization of additional funding for Microtransit Services Contract

MOTION: Moved by Mr. Bret Rasegan, seconded by Mr. Abdul Haidous that the General Manager of Suburban Mobility Authority for Regional Transportation is hereby authorized to approve additional funding for microtransit services with Via Transportation in the amount not to exceed \$1,600,000.00 bringing the total amount to \$16,253,119.00 for the contract ending December 15, 2023.

DISCUSSION:

None

VOTE: THE MOTION CARRIED.

D. Authorization to Award a Contract for a Microtransit Project Manager

MOTION: Moved by Mr. Abdul Haidous, seconded by Mr. Bret Rasegan that the General Manager of the Suburban Mobility Authority for Regional Transportation is hereby authorized to award a three-year contract for an amount of \$1,871,560.72, with two one-year renewal options for the subsequent amounts of \$325,464.00 and \$341,737.00 to Baker & Associates for Microtransit Project Manager. The total contract is for an amount not to exceed \$2,538,761.72.

DISCUSSION:

None

VOTE: THE MOTION CARRIED.

E. Authorization to Award a Contract for LETC One (1) 29-Foot Medium Duty Bus

MOTION: Moved by Ms. Vickie Wolber, seconded by Mr. Abdul Haidous That the General Manager of the Suburban Mobility Authority for Regional Transportation is hereby authorized to Award a Contract to Hoekstra Transportation for the Purchase of One (1) 29-Foot Medium Duty Bus. The Bus will be purchased under a cooperative purchasing agreement through The State of Michigan MDOT for an amount not to exceed \$229,987.50.

DISCUSSION:

None

VOTE: THE MOTION CARRIED.

F. Authorization to correct the Non-Fixed Route Tires Contract

MOTION: Moved by Ms. Vickie Wolber, seconded by Mr. Abdul Haidous That the General Manager of the Suburban Mobility Authority for Regional Transportation is hereby authorized to approve additional funding to the contract not to exceed \$304,000.00 for year two and year three for the non-fixed route tires with Shrader Tire & Oil. There are no renewal options.

DISCUSSION:

None

VOTE: THE MOTION CARRIED.

11. Closed Session

Roll Call

Present: Chairperson Ms. Hilarie Chambers, Vice-Chairperson Mr. Abdul Haidous, Mr. Khalil Rahal, Ms. Vicki Wolber, Mr. Bret Rasegan and Mr. John Paul Rea

MOTION: Moved by Mr. Bret Rasegan, seconded by Mr. Abdul Haidous that the Board of Directors of the Suburban Mobility Authority for Regional Transportation **proceed into** Executive Session to discuss VL Claims and Contract Negotiations.

VOTE: All in attendance voted in the affirmative. **THE MOTION CARRIED.**

DISCUSSION:

Confidential

VOTE: All in attendance voted in the affirmative. **THE MOTION CARRIED.**

MOTION: Moved by Mr. Bret Rasegan, seconded by Mr. Abdul Haidous, that the Board of Directors of the Suburban Mobility Authority for Regional Transportation, hereby authorizes the move to **proceed out** of Executive Session.

VOTE: All in attendance voted in the affirmative. **THE MOTION CARRIED.**

12. Board Member Business

MOTION: Moved by Mr. John Paul Rea, seconded by Mr. Abdul Haidous that the Board of Directors of the Suburban Mobility Authority for Regional Transportation to proceed with the recommendation of General Counsel for SMART's VL Claim.

DISCUSSION:

None

VOTE: All in attendance voted in the affirmative. **THE MOTION CARRIED.**

Adjournment

There being no further business to come before the Board, upon motion made by Mr. John Paul Rea, seconded by Mr. Abdul Haidous, and unanimously carried, the meeting adjourned at 4:46 PM.

Respectfully submitted,

Tiffany Martin-Patterson
Board Administrator



Suburban Mobility Authority for Regional Transportation

2nd Quarter Financial Report

FY2023 – December 31, 2022

As Presented By:

Finance Department

2nd Quarter FY2023 Financial Reports

Submitted By: Ryan Byrne, CFO

2/23/23

The second quarter financial statement of FY 2023 has been completed. SMART's balance sheet remains stable. As compared to second quarter FY2022, FY2023 total assets for the same period are 2.3% higher. The key individual asset that supports the asset increase is Cash and Cash Equivalents, due to additional efforts to collect grants receivable more timely. Total second quarter FY2023 liabilities (excluding pension and OPEB) are up 9.5% as compared to second quarter FY2022. This overall liability increase is largely a result of the timing of payments on the Authority's accounts payable, and payables under to the State of Michigan under the Act 51 program. The net asset unrestricted balance remains positive, meaning the authority maintains a small surplus of assets over liabilities.

Second quarter FY2023, overall revenues compared to FY2022 overall appropriation is below target by approximately 4.88% or \$3.9M. The Authority has included property tax revenues from Oakland County commensurate with the original FY 23 budget, but has not yet included any Oakland County funding increase, as we continue to finalize the expansion plan.

Second quarter FY2023, overall actual expenditures compared to FY 2023 appropriation for the same time period are currently 13.25% below FY2023 appropriation. Fixed route costs, as well as connector and general administration personal services costs (wages and fringes) are down as compared to current appropriation. This trend is largely due to open fixed route and connector bus positions, and reduced service miles as compared to pre pandemic levels.

I will be available to answer any questions regarding this report at the Board's convenience.

SMART - General
 STATEMENT OF REVENUE AND EXPENSES
 OPERATIONAL STATEMENT
 For the Six Months Ending December 31, 2022

SMART OPERATIONAL INCOME STATEMENT	YTD ACTUAL	YTD BUDGET	VARIANCE	% VARIANCE	FY 2022/23	
					ANNUAL BUDGET	BUDGET REMAINING
REVENUES						
Route Revenue:						
Fare Revenue	\$2,307,033.97	\$2,749,920.00	(\$442,886.03)	16.11%	\$5,500,000.00	(\$3,192,966.03)
Mircotransit	98,157.63	25,002.00	73,155.63	-292.60%	50,000.00	48,157.63
Total Route Revenue	2,405,191.60	2,774,922.00	(369,730.40)	13.32%	5,550,000.00	(3,144,808.40)
Federal Sources:						
Section 5307	4,000,000.02	4,000,002.00	(1.98)	0.00%	8,000,000.00	(\$3,999,999.98)
Other Federal Grants	179,069.37	369,504.00	(190,434.63)	51.54%	739,000.00	(\$559,930.63)
Section 5307 Ferderal Relief Funding (CARES)	5,000,000.00	2,250,000.00	2,750,000.00	-122.22%	4,500,000.00	\$500,000.00
Total Federal Sources	9,179,069.39	6,619,506.00	2,559,563.39	-38.67%	13,239,000.00	(4,059,930.61)
State Sources:						
State Act 51	16,700,210.00	21,750,000.00	(5,049,790.00)	23.22%	43,500,000.00	(\$26,799,790.00)
State PM Match	1,000,000.02	1,000,002.00	(1.98)	0.00%	2,000,000.00	(\$999,999.98)
Other State Revenue	63,233.86	81,750.00	(18,516.14)	22.65%	163,500.00	(100,266.14)
Total State Sources	17,763,443.88	22,831,752.00	(5,068,308.12)	22.20%	45,663,500.00	(27,900,056.12)
Local Sources:						
Contributions from Local Transit Authorities	39,400,002.00	39,400,002.00		0.00%	78,800,000.00	(\$39,399,998.00)
Contra Revenue - Local Contribution	(75,000.00)	(75,000.00)		0.00%	(150,000.00)	75,000.00
Total From Local Sources	39,325,002.00	39,325,002.00	0.00	0.00%	78,650,000.00	(39,324,998.00)
Other Income:						
Advertising	504,729.85	450,000.00	54,729.85	-12.16%	900,000.00	(\$395,270.15)
Rental Income	36,861.90	30,006.00	6,855.90	-22.85%	60,000.00	(\$23,138.10)
Interest Income	1,003,607.27	150,000.00	853,607.27	-569.07%	300,000.00	\$703,607.27
Fleet Maint Reimbursement	77,568.15	52,500.00	25,068.15	-47.75%	105,000.00	(\$27,431.85)
Admin Fees Revenue	286,178.54	278,496.00	7,682.54	-2.76%	557,000.00	(\$270,821.46)
Miscellaneous	254,856.14	161,046.00	93,810.14	-58.25%	322,100.00	(\$67,243.86)
Local Comm Transit Operating Rev	86,118.10	82,998.00	3,120.10	-3.76%	166,000.00	(\$79,881.90)
Local Comm Stabilization		1,000,002.00	(1,000,002.00)	100.00%	2,000,000.00	(2,000,000.00)
Total Other Income	2,249,919.95	2,205,048.00	44,871.95	-2.03%	4,410,100.00	(2,160,180.05)
Restricted Pass Through Revenue (Exp Match):	4,667,179.13	5,711,004.00	(1,043,824.87)	18.28%	11,422,000.00	(\$6,754,820.87)
TOTAL REVENUES	75,589,805.95	79,467,234.00	(3,877,428.05)	4.88%	158,934,600.00	(83,344,794.05)

SMART - General
STATEMENT OF REVENUE AND EXPENSES
OPERATIONAL STATEMENT
For the Six Months Ending December 31, 2022

EXPENSES

WAGE AND WAGE RELATED EXPENSES:

ACTIVE EMPLOYEES:

Active Salaries, Wages & Taxes

Administrative	2,986,797.77	4,341,856.00	1,355,058.23	31.21%	8,539,600.00	5,552,802.23
Operations	17,213,201.15	21,222,375.00	3,744,773.40	18.12%	41,334,900.00	24,121,698.85
Maintenance	4,746,943.96	6,169,295.00	1,422,351.04	23.06%	12,358,100.00	7,611,156.04
Total Active Salaries, Wages, Taxes % of Total Revenue	24,946,942.88	31,733,526.00	6,522,182.67	20.55%	62,232,600.00	37,285,657.12

Active Employee Benefits:

Hospitalization/Medical	4,533,134.31	4,421,481.00	(293,761.69)	-6.64%	8,668,500.00	4,135,365.69
Life, AD&D, Drug, Dental, Optical	573,544.44	635,616.00	24,055.00	3.78%	1,255,130.00	681,585.56
Other Employee Benefits	194,800.88	210,924.00	16,123.12	7.64%	421,870.00	227,069.12
Workers Compensation	466,902.00	397,002.00	(69,900.00)	-17.61%	794,000.00	327,098.00
Health Care Saving Plan	379,025.87	524,850.00	145,824.13	27.78%	1,049,700.00	670,674.13
FICA	1,824,918.90	2,410,452.00	585,533.10	24.29%	4,820,900.00	2,995,981.10
Pension Funding	5,130,377.20	4,859,904.00	1,305,812.38	20.73%	12,601,100.00	7,470,722.80
Total Active Employee Benefits	13,102,703.60	13,460,229.00	1,713,686.04	12.73%	26,729,900.00	13,627,196.40

% of Total Active Wages

53% 42%

Total Active Employee Wages & Benefits:	38,049,646.48	45,193,755.00	8,235,868.71	18.22%	88,962,500.00	50,912,853.52
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RETIRED EMPLOYEES:

Post Employment Benefits:

OPEB Net Unfunded Obligation	1,247,299.98	1,247,298.00	(1.98)	0.00%	2,494,600.00	1,247,300.02
Retiree Medical & Drug Premiums	3,324,415.46	4,121,367.00	796,951.54	19.34%	8,435,800.00	5,111,384.54
Total Post Retirement	4,571,715.44	5,368,665.00	796,949.56	14.84%	10,930,400.00	6,358,684.56

Total Wage & Wage Related Expenses	\$ 42,621,362	\$ 50,562,420	\$ 9,032,818	17.86%	\$ 99,892,900	\$ 57,271,538
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SMART - General
 STATEMENT OF REVENUE AND EXPENSES
 OPERATIONAL STATEMENT
 For the Six Months Ending December 31, 2022

Operations:

Operational Expenses

Direct Variable (Vehicle):

Diesel Fuels	4,156,642.60	5,090,004.00	933,361.40	18.34%	10,180,000.00	6,023,357.40
Gas, Oil, Lubricants, Etc.	203,353.83	272,994.00	69,640.17	25.51%	546,000.00	342,646.17
Repair Parts	1,762,944.93	1,610,010.00	(152,934.93)	-9.50%	3,220,000.00	1,457,055.07
Leased Batteries	146,512.00	70,002.00	(76,510.00)	-109.30%	140,000.00	(6,512.00)
Tires	577,266.50	563,952.00	(13,314.50)	-2.36%	1,127,900.00	550,633.50
Vehicle Liability	3,769,208.89	2,910,816.00	(858,392.89)	-29.49%	5,821,600.00	2,052,391.11
Bus Contract Repairs-Maintenance	843,010.18	663,146.00	(179,864.18)	-27.12%	1,326,300.00	483,289.82
Contract Repairs-Accidents	25,828.08	22,500.00	(3,328.08)	-14.79%	45,000.00	19,171.92
Towing	108,604.00	91,494.00	(17,110.00)	-18.70%	183,000.00	74,396.00
Other Repair Parts	6,999.07	29,994.00	22,994.93	76.67%	60,000.00	53,000.93
Total Direct Variable (Vehicle)	11,600,370.08	11,324,912.00	(275,458.08)	-2.43%	22,649,800.00	11,049,429.92

Microtransit

	3,114,469.97	3,000,006.00	(114,463.97)	-3.82%	6,000,000.00	2,885,530.03
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Indirect Variable:

Fare Collection Costs	187,526.44	267,894.00	80,367.56	30.00%	535,800.00	348,273.56
Route Facilities Maint.	29,865.71	94,146.00	64,280.29	68.28%	188,300.00	158,434.29
Other-Operational	86,173.20	94,002.00	7,828.80	8.33%	188,000.00	101,826.80
Total Indirect Variable	303,565.35	456,042.00	152,476.65	33.43%	912,100.00	608,534.65

Facilities:

Utilities	723,265.65	821,940.00	98,674.35	12.01%	1,643,900.00	920,634.35
Contract Bldg Maint	326,480.25	428,016.00	101,535.75	23.72%	856,000.00	529,519.75
Building Maint	53,581.73	135,228.00	81,646.27	60.38%	270,500.00	216,918.27
Other-Maintenance	124,418.78	174,186.00	49,767.22	28.57%	348,400.00	223,981.22
Business Insurance	42,654.00	33,204.00	(9,450.00)	-28.46%	66,400.00	23,746.00
Total Facilities	1,270,400.41	1,592,574.00	322,173.59	20.23%	3,185,200.00	1,914,799.59

Total Operational Expenses	\$ 16,288,806	\$ 16,373,534	\$ 84,728	0.52%	\$ 32,747,100	\$ 16,458,294
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SMART - General
 STATEMENT OF REVENUE AND EXPENSES
 OPERATIONAL STATEMENT
 For the Six Months Ending December 31, 2022

Administration, Other, Contingency:

Administration

General Supplies	95,841.08	249,979.98	154,138.90	61.66%	499,900.00	404,058.92
Professional, Outside Serv	448,074.05	820,500.00	372,425.95	45.39%	1,641,000.00	1,192,925.95
Outside Counsel-non V/L & W/C	28,432.25	274,998.00	246,565.75	89.66%	550,000.00	521,567.75
Computer Maint	435,114.43	412,254.00	(22,860.43)	-5.55%	824,500.00	389,385.57
Marketing Expense	1,270,421.87	1,003,698.00	(266,723.87)	-26.57%	2,007,400.00	736,978.13
Other Administration	215,194.86	342,444.00	127,249.14	37.16%	684,900.00	469,705.14
Total Administration	\$ 2,493,079	\$ 3,103,874	\$ 610,795	19.68%	\$ 6,207,700	\$ 3,714,621

Contingency	294,479.36	900,000.00	\$ 605,521	67.28%	\$ 1,800,000	\$ 1,505,521
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Other

Vehicle Purchase Expense		250,002.00	250,002.00	100.00%	500,000.00	500,000.00
Depreciation-Eligible	125,400.00	124,998.00	(125,400.00)	0.00%		(125,400.00)
Total Other	\$ 125,400	\$ 375,000	\$ 249,600	66.56%	\$ 500,000	\$ 374,600

Community Partner

Community Credit Exp.	2,057,442.00	2,057,448.00	6.00	0.00%	4,114,900.00	2,057,458.00
POS, Comm Transit Svc & Alloc Overhead	444,314.54	442,350.00	(1,964.54)	-0.44%	884,700.00	440,385.46
Total Special Services	\$ 2,501,757	\$ 2,499,798	\$ (1,959)	-0.08%	\$ 4,999,600	\$ 2,497,843

Restricted Pass Through Expense (Rev. Match)	4,667,179.13	5,710,998.00	1,043,818.87	18.28%	11,422,000.00	6,754,820.87
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Total Community Partner	\$ 7,168,936	\$ 8,210,796	\$ 1,041,860	12.69%	\$ 16,421,600	\$ 9,252,664
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TOTAL EXPENSES (Wages & Operational)	\$ 68,992,061	\$ 79,525,624	\$ 10,533,563	13.25%	\$ 157,569,300	\$ 88,577,239
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NET INCOME (LOSS)	\$ 6,597,745	\$ (58,390)	\$ 6,656,135			
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SMART FUNCTIONAL INCOME STATEMENT	2nd Quarter FY 2022/23			
	ACTUAL	BUDGET	\$\$ VARIANCE FAV(UNFAV)	% VARIANCE
REVENUES				
FEDERAL OPERATING REVENUE				
Section 5307 & 5309	\$4,000,000.02	\$4,000,002.00	1.98	0.00%
Other Federal Grants	179,069.37	369,504.00	190,434.63	51.54%
Sec 5307 CARES Act	5,000,000.00	2,250,000.00	(2,750,000.00)	-122.22%
Total Federal Operating Revenue	9,179,069.39	6,619,506.00	(2,559,563.39)	18.56%
STATE OF MICHIGAN				
Act 51	16,700,210.00	21,750,000.00	5,049,790.00	23.22%
State PM Revenue	1,000,000.02	1,000,002.00	1.98	0.00%
Other State Grant	63,233.86	81,750.00	18,516.14	22.65%
Total State Operating Revenue	17,763,443.88	22,831,752.00	5,068,308.12	22.20%
LOCAL CONTRIBUTION				
Contribution From County Transit Authorities	39,400,002.00	39,400,002.00		0.00%
Contra Revenue - Local Contribution	(75,000.00)	(75,000.00)		0.00%
Total Local Contribution Revenue	39,325,002.00	39,325,002.00	0.00	0.00%
Local Comm Stabilization	-	1,000,002.00	1,000,002.00	100.00%
OPERATIONS:				
Fixed Route	2,895,050.42	3,148,452.00	253,401.58	8.05%
Connector	273,445.01	285,516.00	12,070.99	4.23%
Mircotransit	98,157.63	25,002.00	(73,155.63)	-292.60%
Admin Fee Revenue	286,178.54	278,496.00	(7,682.54)	-2.76%
Interest Revenue	1,003,607.27	150,000.00	(853,607.27)	-569.07%
Fleet Maint Reimbursement	77,568.15	52,500.00	(25,068.15)	-47.75%
Other Revenues	21,104.53	40,002.00	18,897.47	47.24%
Restricted Revenue	4,667,179.13	5,711,004.00	1,043,824.87	18.28%
Total Operating Revenues	\$ 75,589,806	\$ 79,467,234	\$ (3,877,428)	-4.9%
OPERATING EXPENSES				
FUNCTIONAL OPERATIONS:				
Fixed Route	39,781,881.71	46,106,620.00	6,324,738.29	13.72%
Connector	7,075,750.06	9,911,290.00	2,835,539.94	28.61%
General Administration	11,390,024.38	11,021,911.98	(368,112.40)	-3.34%
Microtransit	3,114,469.97	3,000,006.00	(114,463.97)	-3.82%
Community Credits	2,057,442.00	2,057,448.00	6.00	0.00%
Vehcile Purchase Expense	0	250,002.00	250,002.00	100.00%
Purchase of Service	336,506.31	345,846.00	9,339.69	2.70%
Community Transit Service	148,928.38	96,504.00	(52,424.38)	-54.32%
Depreciation	125,400.00	124,998.00	(402.00)	-0.32%
Contingency	294,479.36	900,000.00	605,520.64	67.28%
Restricted Expenses	4,667,179.13	5,710,998.00	1,043,818.87	18.28%
Total Operating Expenses	\$ 68,992,061	\$ 79,525,624	\$ 10,533,563	13.2%
Operating Revenues over (under) Expenses	\$ 6,597,745	\$ (58,390)	\$ 6,656,135	

SMART
Balance Sheet - Summary of All Funds
For the Six Months Ending December 31

SMART BALANCE SHEET	FY2023	FY2022	Y/E FY2022
ASSETS			
Current Assets			
Cash and Cash Equivalents	112,498,707.26	93,283,189.66	143,935,102.12
Investments	16,692,240.28	18,209,552.66	17,062,918.35
Receivables:			
Accrued Interest Receivable	27,936.87	12,257.26	26,139.86
Grants Receivable	30,723,348.32	40,844,214.54	35,034,656.62
Local Contributions Receivable	37,602,299.69	36,553,974.39	368,300.00
Other Receivables	966,804.62	497,261.95	1,483,427.87
Materials and Supplies Inventory	3,034,002.18	3,573,270.79	2,822,250.01
Prepaid Expenses	2,098,287.66	1,661,605.00	500,005.08
Total Current Assets	203,643,626.88	194,635,326.25	201,232,799.91
Noncurrent Assets			
Cash Restricted for Re-Investment	121,707.70	101,638.82	121,707.70
Capital Assets, net	168,044,659.33	168,831,460.49	162,892,556.43
Total Noncurrent Assets	168,166,367.03	168,933,099.31	163,014,264.13
Total Assets	\$ 371,809,994	\$ 363,568,426	\$ 364,247,064
Deferred Outflows of Resources			
Deferred Outflows-Pension	17,868,658.00	17,102,393.00	17,868,658.00
Deferred Outflows-OPEB	15,994,171.00	19,075,656.00	15,994,171.00
Total Deferred Outflows	33,862,829.00	36,178,049.00	33,862,829.00
Total Assets and Deferred Outflows	\$ 405,672,823	\$ 399,746,475	\$ 398,109,893
LIABILITIES AND NET ASSETS			
Current Liabilities			
Municipal and Community Credits Payable	8,094,226.36	7,653,930.23	6,680,591.94
Accounts Payable under POS agreements	3,472,826.19	2,531,189.42	3,211,382.94
Accrued Self Insurance	14,534,480.07	14,353,393.38	14,755,528.23
Payable to the State of Michigan	3,742,124.49	2,018,600.00	3,742,124.49
A/P State Act 51 Prior Yr Adj	102,476.00	426.00	15,449.00
Accounts Payable and Accrued Expenses	7,546,444.86	7,221,176.38	13,089,333.10
Accrued Compensation	4,027,812.61	4,129,819.41	4,297,349.17
Total Current Liabilities	41,520,390.58	37,908,534.82	45,791,758.87
Noncurrent Liabilities			
Net OPEB Obligation	58,422,140.79	57,523,031.74	58,422,140.79
Net Pension Obligation	37,903,252.58	55,343,800.80	37,903,252.58
Lease Liability	1,973,198.00		1,973,198.00
Total Liabilities	139,818,981.95	150,775,367.36	144,090,350.24
Deferred Inflows of Resources			
Deferred Inflows-OPEB	35,409,767.00	58,688,895.00	35,409,767.00
Deferred Inflows-Pension	20,285,642.41	10,521,681.00	20,285,642.41
Deferred Inflows-Lessor	550,287.00		550,287.00
Total Deferred Inflows	56,245,696.41	69,210,576.00	56,245,696.41
Total Liabilities and Deferred Inflows	196,064,678.36	219,985,943.36	200,336,046.65
RETAINED EARNINGS			
Net Position:			
Invested in Capital Assets, net of related debt	168,044,659.33	168,831,460.49	162,892,556.43
Restricted	121,707.70	101,638.82	121,707.70
Unrestricted	41,441,777.52	10,827,431.89	34,759,582.26
Total Net Position	209,608,144.55	179,760,531.20	197,773,846.39
Total Liabilities and Net Position	349,427,126.50	330,535,898.56	341,864,196.63
Total Liabilities, Deferred Inflows and Net Position	\$ 405,672,823	\$ 399,746,475	\$ 398,109,893

DATE:	February 23, 2023	DISPOSITION SOUGHT:	Approval
TO:	SMART Board of Directors	SUBMITTED BY:	Deputy General Manager
FROM:	Deputy General Manager	APPROVED BY:	General Manager

SUBJECT: Approval of the Interlocal Public Transportation Agreement between the Suburban Mobility Authority for Regional Transportation and Oakland County

SUMMARY:

Board approval is sought to authorize the execution of the Interlocal Public Transportation Agreement between the Suburban Mobility Authority for Regional Transportation and Oakland County for the provision of transportation services in Oakland County (“Agreement”). This Agreement is the primary agreement that sets forth the transit services to be provided to Oakland County by SMART, and the manner in which SMART will receive the funding raised by Oakland County to pay for the services that SMART provides.

DISCUSSION:

The Suburban Mobility Authority for Regional Transportation (SMART), formerly known as the Southeastern Michigan Transportation Authority (SEMTA), has been Southeast Michigan's regional public transportation provider since 1967. Within Oakland County, SMART provides a variety of transit services including standard fixed route, FAST (high frequency fixed route), Connector (demand response), ADA Paratransit services. SMART also contracts to provide Flex services (on-demand microtransit) and Community Partnership Programs. Prior to 2023, SMART operated in Oakland County under contract with the Oakland County Public Transportation Authority (OCPTA).

With Oakland County’s shift to an expanded county-wide millage structure and in accordance with the attached Agreement, Oakland County will continue to provide a foundation of \$31.6 million in millage funding per year to SMART to preserve services that were in place as of December 31, 2022, as well as an additional \$10.1 million in millage funding for expanded services. Utilizing the additional \$10.1 million in millage funding, SMART will endeavor to undertake expansions to the SMART services provided in support of Oakland County as described more particularly in the Agreement. (See Exhibit A of the attached Agreement). Each SMART service expansion will comply with Federal Transportation Administration requirements and may come online at different times during the 2023 calendar year.

The Agreement term is for three (3) years and the terms and amount of payment will be negotiated on an annual basis. In the first year of the Agreement, the receipt of funding from the Oakland County Transportation Millage for the provision of transportation services in support of Oakland County will amount to \$41,700,000.

RECOMMENDATION:

It is recommended by staff that the SMART Board authorize the General Manager to execute the attached Interlocal Public Transportation Agreement between the Suburban Mobility Authority for Regional Transportation and Oakland County for the provision of transportation services in Oakland County, as reviewed and approved by the Oakland County Board of Commissioners and SMART staff, in order to continue and expand SMART services in Oakland County.

FUNDING & COSTS:

The Agreement is a revenue contract with total payment in the amount of \$41,700,000.00 from the Oakland County Public Transportation Millage Funds. SMART will receive \$31,600,000 for Baseline Services/current services and an additional \$10,100,000 for 2023 Enhanced Service/expanded services.

ATTACHMENTS:

- Resolution
- Proposed Interlocal Public Transportation Agreement between the Suburban Mobility Authority for Regional Transportation and Oakland County

SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION

RESOLUTION

Approval of the Interlocal Public Transportation Agreement Between and The Suburban Mobility Authority for Regional Transportation and Oakland County

- Whereas, voters passed the Oakland County Public Transportation Millage in 2022 to be levied at a maximum rate of .95 mills (95 cents per \$1,000 in taxable value) for a period of 10 years extending through 2031 and replaces the local Oakland County Public Transportation Authority millage; and
- Whereas, Oakland County and SMART staff have negotiated the attached Interlocal Public Transportation Agreement between the Suburban Mobility Authority for Regional Transportation and Oakland County for the provision of transportation services in Oakland County utilizing Oakland County Public Transportation Millage funding (“Agreement”); and
- Whereas, the afore-referenced Agreement sets forth terms and conditions for SMART’s provision of services in support of Oakland County, along with administration of the funding, budgeting, performance and auditing terms and conditions; and,
- Whereas, the term of the Agreement is three (3) years and includes a one (1) year funding arrangement that is to be negotiated and updated annually during the term of the Agreement; now therefore be it,
- Resolved, that the Board of Directors of the Suburban Mobility Authority for Regional Transportation, hereby authorizes the General Manager to execute an interlocal agreement with Oakland County for the provision of transportation services in support of Oakland County for payment in the amount of \$41,700,000.00 from the Oakland County Public Transportation Millage.

CERTIFICATE

The undersigned duly qualified Board Secretary of the Suburban Mobility Authority for Regional Transportation certifies the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Board of the Suburban Mobility Authority for Regional Transportation held on _____.

Date

Board Secretary

No. _____

PUBLIC TRANSPORTATION AGREEMENT

BETWEEN

SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION

AND

OAKLAND COUNTY

THIS PUBLIC TRANSPORTATION AGREEMENT ("Agreement") is made this _____ day of February, 2023, by and between the Suburban Mobility Authority for Regional Transportation ("SMART"), 635 Griswold, Suite 600, Detroit, Michigan. 48226, a public transportation authority created pursuant to 204 P.A. 1967, and Oakland County, (the "County"), 1200 North Telegraph, Pontiac, Michigan 48341, a Municipal and Constitutional Corporation, operating under Act 139 of 1973 (referred to collectively as the "Parties"). The term of this Agreement is set forth in the Term of Agreement section, being Article XX, Section 20.8, below. As expressed in Article 2.2, the Parties anticipate that this Agreement shall represent an ongoing partnership between the Parties, who will work collaboratively and in good faith to effectuate the expansion and efficiency of Transportation Services for the benefit of Oakland County Communities and businesses.

WHEREAS, Oakland County recognizes a growing need to provide safe, affordable and reliable public transportation for workers to reach jobs, patients to access health care, students to connect to colleges and universities and for seniors, the disabled and the general public to have more transportation options; and

WHEREAS, Oakland County has historically been actively engaged in support of public transportation, having two members on the SMART Board of Directors; and

WHEREAS, on November 8, 2022, Oakland County put forth a Transportation Millage for the purpose of funding public transportation services in Oakland County, including operating, maintaining, improving and expanding transit services, creating and expanding new fixed routes for bus service connecting local communities, expanding transportation services for seniors, veterans and people with disabilities, and providing transportation to get

employees to jobs, patients to healthcare, students to colleges and universities and for related purposes authorized by law; and

WHEREAS, on November 8, 2022, the citizens of Oakland County approved a millage for the above purpose to be levied at a maximum rate of .95 mills for a period of 10 years beginning in 2022 and ending in 2031; and

WHEREAS, it is anticipated that the millage from the ballot proposal will generate \$66,163,000 in the first year; and

WHEREAS, the principal provider of public transportation services in Oakland County is SMART. Other providers of public transportation services in Oakland County include: Western Oakland Transportation Authority (WOTA), North Oakland Transportation Authority (NOTA) and the Rochester Hills-Oakland-Rochester Older Persons' Commission (OPC); and

WHEREAS, SMART desires to provide certain public transportation services to the County as described more particularly in this Agreement and the exhibits/attachments hereto ("Transportation Services"); and

WHEREAS, the County and SMART wish to enter into an agreement to provide transportation services in furtherance of the goals and objectives of the November 8, 2022 millage; and

WHEREAS, as consideration for the Transportation Services, the County, through its Board of Commissioners, will make payments to SMART as described more particularly in this Agreement.

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

ARTICLE I

DEFINITIONS

1.1 "Communities" mean cities, villages, townships or other political subdivisions located within Oakland County

1.2 "County" shall mean Oakland County.

1.3 “Exhibits” to this Agreement, as referenced herein and as made a part of this Agreement shall be as follows:

Exhibit A, Scope of Transportation Services (“Service Plan”)

Exhibit B, SMART Budget

Exhibit C, Performance Audit and Report

Exhibit D, Protocol for Implementing Service Changes

Exhibit E, Insurance

1.4 “Performance Audit and Report” refers to a report prepared using all available metrics and methods adopted by other agencies and regulatory bodies such as the National Transit Database, USDOT, MDOT, SEMCOG, Oakland County and the RTA, for the purpose of evaluating whether Transportation Services are and have been provided in a sound, economical and efficient manner, in compliance with the Service Plan.

1.5 “SMART Budget” means the proposed financial budget of SMART for each fiscal year for the provision of Transportation Services, as may be amended by the Parties, included in the term of this Agreement for the SMART service area.

1.6 “Transportation Services” means the transportation services to be provided under this Agreement by SMART in support of Oakland County as set forth in Exhibit A, as amended.

ARTICLE II

TRANSPORTATION SERVICES

2.1 SMART shall undertake and provide the Transportation Services as set forth in Exhibit (A) attached hereto (the “Service Plan”) in accordance with this Agreement and all applicable Federal, State and local laws as they may from time to time be amended.

2.2 During the term of this Agreement, the Parties will work collaboratively and in good faith to effectuate the expansion of Transportation Services to include items such as a larger geographical service area, a broader array of Transportation Services, an increase in hours of operation, and/or an increase in ridership. The Parties shall meet at agreed upon intervals to

review and revise the scope of Transportation Services, Budget and Payment. Any agreed upon changes shall be set forth in amendments to Exhibits A and B.

2.3 In the event that SMART is subject to local, federal or state operating revenue reductions below that projected in an applicable SMART budget and which are beyond its control, service reductions shall be made to the extent minimally necessary in any one SMART fiscal year to balance SMART's budget. Such service reductions shall be made among the counties of Oakland Wayne, and Macomb in proportion to the percentages representing the local contributions of each of the three counties or, if more favorable to Oakland County, as otherwise approved by the SMART Board of Directors.

ARTICLE III

PAYMENT

3.1 The County shall pay SMART for the provision of Transportation Services in accordance with the terms and conditions set forth in Exhibit (B).

3.2 Payments shall be subject to a final reconciliation and payment once Oakland County makes its final reconciliation.

3.3 Notwithstanding anything to the contrary contained in this Agreement, in no event may the County withhold payments as set forth above due to non-compliance by SMART with the Service Plan unless SMART has been previously notified by the County of such noncompliance. Once substantial compliance has been achieved, the County shall promptly remit the installments withheld.

ARTICLE IV

SERVICES

4.1 SMART shall perform the Transportation Services for the costs identified in Exhibit (B).

4.2 Exhibit (B) shall, among other things, provide services for Oakland County of a value of not less than the "allowable percentage" of total SMART revenues attributable to local

funding provided to SMART by the County. As used herein, the term "allowable percentage" shall mean the percentage of SMART's local revenues attributable to the local contribution provided by the County, determined on a reasonable basis acceptable to the County, less five percent (5%) (as the stipulated, maximum deviation factor).

4.3 The amount owing to SMART under this agreement shall not, in any event, be in excess of any "Not to Exceed" amount, without prior approval from the County through its Board of Commissioners

ARTICLE V

PERFORMANCE REPORT

5.1 SMART, at its expense, shall provide the County with a quarterly Performance Audit and Report of SMART's operations which addresses the parameters set forth in Exhibit C.

ARTICLE VI

FINANCIAL STATEMENT AUDIT

6.1 SMART shall provide the County with SMART's most recent audited financial statements, prepared in accordance with generally accepted accounting principles ("GAAP") by SMART's auditor (the "Financial Statements").

6.2 SMART will provide to the County, within sixty (60) days after the end of each fiscal quarter of SMART, quarterly interim compiled financial statements prepared in accordance with GAAP (provided that any notes may be omitted). The interim financial statements shall indicate variances between actual and budgeted amounts for the quarter at the Financial Statement level.

6.3 The County reserves the right to conduct further, independent audits of the expenditure of revenue from the Transportation Millage consistent with the oversight responsibilities of the Oakland County Board of Commissioners as established by the November 8, 2022 ballot language.

ARTICLE VII

PERFORMANCE OF THE TRANSPORTATION SERVICES

7.1 SMART shall commence, perform, and complete the Transportation Services in a sound, economical and efficient manner, and in compliance with the Service Plan. Amendments to the Service Plan shall be implemented in accordance with the Protocol for Implementing Service Changes, attached as Exhibit D.

7.2 Except as expressly set forth in this Agreement, nothing in this Agreement shall subject the County to any obligations or liabilities of SMART, its contractors or subcontractors, or any other person not a party to this Agreement and therefore, no third-party beneficiaries are created by this agreement, in connection with the performance of any Transportation Services.

ARTICLE VIII

PROJECT ADMINISTRATION AND MANAGEMENT

8.1 SMART is responsible for administration and management of the Transportation Services.

ARTICLE IX

RECORD KEEPING, AUDITS, INSPECTION, REPORTS, EVALUATION AND COOPERATION

9.1 Financial records, supporting documentation, statistical records, and all other records pertinent to the Transportation Services must be retained by SMART and be made readily available to authorized representatives of the County for the duration of the Agreement.

9.2 SMART shall provide a periodic summary to the County of available grant opportunities and shall seek input and support from the County, as practicable, for any grants that could impact the Transportation Services, but which are otherwise not available to SMART. In addition to and as practicable, SMART shall cooperate and provide input as needed by the County with respect to any grants available to it. SMART shall provide periodic updates to the County with respect to the marketing and advertising of the Transportation Services. The Parties

shall cooperate in elevating the quality, accessibility and level of the Transportation Services and their equitable distribution and access. The Parties shall meet at least annually to discuss strategic goals and plans for the following year, to correct deficiencies in performance if found to exist and to advance the goals and principles set forth in this Agreement, including but not limited to, maximizing service and equitable inclusion.

ARTICLE X

INSURANCE

10.1 SMART shall purchase and maintain, during the term of this Agreement between the Parties, types and amounts of insurance which are set forth in Exhibit (E) attached hereto. The contractual liability insurance as applicable to SMART's obligations herein, shall be specifically endorsed to include coverage for the indemnity provision required and described in Article XI below.

ARTICLE XI

INDEMNIFICATION

11.1 To the extent permitted by law, SMART shall hold the County harmless, defend and indemnify the County, and each of its elected officials, Board of Commissioners, appointed officials, agents, employees, representatives, attorneys and volunteers from and against any and all losses, expenses, damages (including loss of use), demands and claims, and shall defend any suit or action, whether at law or in equity, brought against them or any one or more of them based on any alleged injury (including death), or damages relating to or arising out of any act or omission of SMART, its officers, employees, agents, contractors, subcontractors and licensees, during the performance of this Agreement or in connection with the provision of Transportation Services, including but not limited to claims made against the County by any third party, and shall pay all damages, judgments, costs, and expenses, including attorney's fees, in connection with any demands and claims resulting therefrom. The County shall in no event be liable for any consequential, incidental, indirect, remote, speculative, punitive, exemplary, liquidated, treble,

or special damages, including but not limited to loss of profit, opportunity, use, revenue, data or goodwill, whether based in whole or in part in contract, tort, equity, strict liability, under statute or any other theory of liability, regardless of whether such damages were foreseeable or contemplated and even if the County was advised or aware of the possibility of such damages. The obligations under this Article XI shall survive the completion of the Transportation Services required to be performed hereunder by SMART and any end to this Agreement.

ARTICLE XII

NON-COLLUSION

12.1 SMART warrants that it has not paid and agrees not to pay any bonus, commission, fee, or gratuity for the purpose of obtaining any approval pursuant to this Agreement. No SMART officer or employee, or board member shall be permitted to any share or part of this Agreement or to any material benefit arising therefrom.

ARTICLE XIII

SIGNS AND IDENTIFICATION

13.1 The Parties will not be identified on any vehicles, buildings, stations, equipment and other items used or acquired by them in connection with the Transportation Services without the prior written consent of the other Party, excluding SMART's standard vehicle branding.

ARTICLE XIV

SEVERABILITY

14.1 If any provision of this Agreement is held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would continue to conform to the purposes, terms, and requirements of applicable law.

ARTICLE XV

ASSIGNMENT AND AGREEMENT

15.1 This Agreement shall not be assigned, transferred, conveyed, sublet or otherwise disposed of without the prior written consent of SMART and the County.

ARTICLE XVI

AMENDMENT

16.1 Except as otherwise stated herein, the Parties agree that no modification of this Agreement, or any Exhibits or Attachments hereto, shall be of any force or effect unless such amendment is dated, reduced to writing, executed by both Parties, and attached to and made a part of this Agreement. No services shall be commenced, and no costs or obligations incurred in consequence of any amendment to this Agreement, or any attachments hereto unless and until such amendment has been executed and made a part of this Agreement.

ARTICLE XVII

TITLES

17.1 The Parties agree that the titles of the articles and paragraphs of this Agreement are inserted for convenience of identification only and shall not be considered for any other purpose.

ARTICLE XVIII

ENTIRE AGREEMENT

18.1 The Parties agree that this Agreement, the Exhibits attached hereto, and documents referred to herein constitute the entire Agreement between the Parties hereto, that there are no agreements or understandings, implied or expressed, except as specifically set forth or incorporated by reference in the Agreement and that all prior arrangements and understandings in this connection are merged into and contained in this Agreement.

ARTICLE XIX**APPLICABLE LAW**

19.1 This Agreement shall be governed, interpreted and enforced by the laws of the State of Michigan, excluding Michigan's conflict of laws principles. Any action brought to enforce, interpret or decide any provision of this agreement or any claim arising under this Agreement shall be brought in the Sixth Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the Court. Except as otherwise required by law, venue is proper in the Courts set forth above.

ARTICLE XX**MISCELLANEOUS**

20.1 **Discrimination.** SMART, and its subcontractors under this Agreement, shall not discriminate against an employee or an applicant for employment in hiring, any terms or conditions of employment or matters related to employment regardless of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, genetic information, height, weight, disability, veteran status, familial status, marital status or any other reason that is unrelated to the person's ability to perform the duties of a particular job or position, in accordance with applicable Federal and State laws.

20.2 **Flow Down.** Any assignment, delegation or subcontract by SMART within Oakland County must include a requirement that the assignee, designee, or subcontractor will comply with the terms and conditions of this Agreement. The assignment, delegation or subcontract shall in no way diminish or impair performance of any term or condition of this Agreement.

20.3 **Survival of Terms and Conditions.** The following terms and conditions shall survive and continue in full force beyond the termination or cancellation of this Agreement (or any part thereof) until the terms and conditions are fully satisfied or expire by their nature: **Article 1**, Definitions; **Article 2**, Transportation Services; **Article 3**, Payment; **Article 10**,

Insurance; **Article 11**, Indemnification; **Article 19**, Applicable Law; **Article 20**, Miscellaneous.

20.4 **Reservation of Rights.** This Agreement does not, and is not intended to impair, divest, delegate or contravene any constitutional, statutory, or other legal right, privilege, power, obligation, duty or immunity of the Parties.

20.5 **Waiver.** Waiver of any term or condition of this Agreement must be in writing and notice given pursuant to the Agreement. No written waiver, in one or more instances, shall be deemed or construed as a continuing waiver of any term or condition of this Agreement. No waiver by either Party shall subsequently affect its right to require a strict performance of this Agreement.

20.6 **Cumulative Remedies.** Either Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.

20.7 **Dispute Resolution.** All disputes arising under or relating to the execution, interpretation, performance or nonperformance of this Agreement involving or affecting the parties shall first be submitted to the Parties' respective Contract Administrators for possible resolution.

20.8 **Term of Agreement.** This Agreement shall begin on the Effective Date and end on the Expiration Date. The "Effective Date" shall be the date the Agreement is signed by the last Party to execute the Agreement. The "Expiration Date" shall be 11:59.59 on December 31, 2025. Unless otherwise provided herein, the Parties are under no obligation to renew or extend this Agreement after the Expiration Date. This Agreement may only be extended by written amendment.

20.9 **Notice.** All notices required under this contract shall be in writing. Notices shall be effective: a) the next business day, if personally delivered; b) the fifth business day, if sent by U.S. mail, postage prepaid, return receipt requested; c) the next business day, if sent by a nationally recognized express courier with a reliable tracking system; or d) the next business day with a written response or receipt of confirmation, if sent by e-mail or fax. In each case Notice shall be sent to:

To:

For SMART:

Dwight Farrell, General Manager
Suburban Mobility Authority for Regional Transportation
Attn: General Manager
535 Griswold, Suite 600
Detroit, MI 48226

With a copy sent to:

Office of General Counsel
Suburban Mobility Authority for Regional Transportation
535 Griswold, Suite 600
Detroit, MI 48226

For Oakland County:
Bret Rasegan
Planning Manager
2100 Pontiac Lake Rd, Bldg. 41W
Waterford, MI 48328

With a copy sent to:

Solon Phillips
Corporation Counsel
1200 N. Telegraph Rd, Bldg. 14E
Pontiac, MI 48341

Authorization and Completion of Agreement. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

IN WITNESS WHEREOF, Dwight Farrell, General Manager, Suburban Mobility Authority for Regional Transportation, hereby acknowledges that he/she has been authorized by a resolution of the Suburban Mobility Authority for Regional Transportation, a certified copy of which is attached, to execute this Agreement on behalf of Public Body and hereby accepts and binds Public Body to the terms and conditions of this Agreement.

EXECUTED: _____

Dwight Farrell, General Manager
Suburban Mobility Authority
for Regional Transportation

DATE: _____

WITNESSED: _____

Suburban Mobility Authority
for Regional Transportation

DATE: _____

IN WITNESS WHEREOF, David T. Woodward, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Agreement on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Agreement.

EXECUTED: _____

David T. Woodward, Chairperson
Oakland County Board of Commissioners

DATE: _____

WITNESSED: _____

Oakland County Board of Commissioners
County of Oakland

DATE: _____

EXHIBIT A**2023 SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION****SCOPE OF TRANSPORTATION SERVICES****Scope of Work Summary:****Current Services**

The Suburban Mobility Authority for Regional Transportation (SMART), formerly known as the Southeastern Michigan Transportation Authority (SEMTA), has been Southeast Michigan's regional public transportation provider since 1967. SMART offers safe and convenient transportation for people to connect to work, school, medical appointments, shopping centers, entertainment and cultural events. SMART provides a variety of transit services including standard fixed route, FAST (high frequency fixed route), Connector (demand response), ADA Paratransit, Flex (on-demand microtransit), and Community Partnership Programs. Prior to 2023, SMART operated in Oakland County under contract with the Oakland County Public Transportation Authority (OCPTA). Oakland County has two representatives on the SMART Board of Directors, which governs policies and financial resources and evaluates the General Manager's performance.

With Oakland County's shift to an expanded county-wide millage structure, Oakland County will continue to provide a foundation of \$31.2 million per year to SMART and preserve services that were in place as of December 31, 2022. SMART will maintain these current services and in 2023 will work to improve the system by evaluating new microtransit Flex Service pilot areas, exploring upgrades to dispatch software and technology, expanding fixed bus routes, and conducting an inventory of bus stop amenities throughout the region.

2023 Service Expansion Utilizing Oakland County Millage Funds

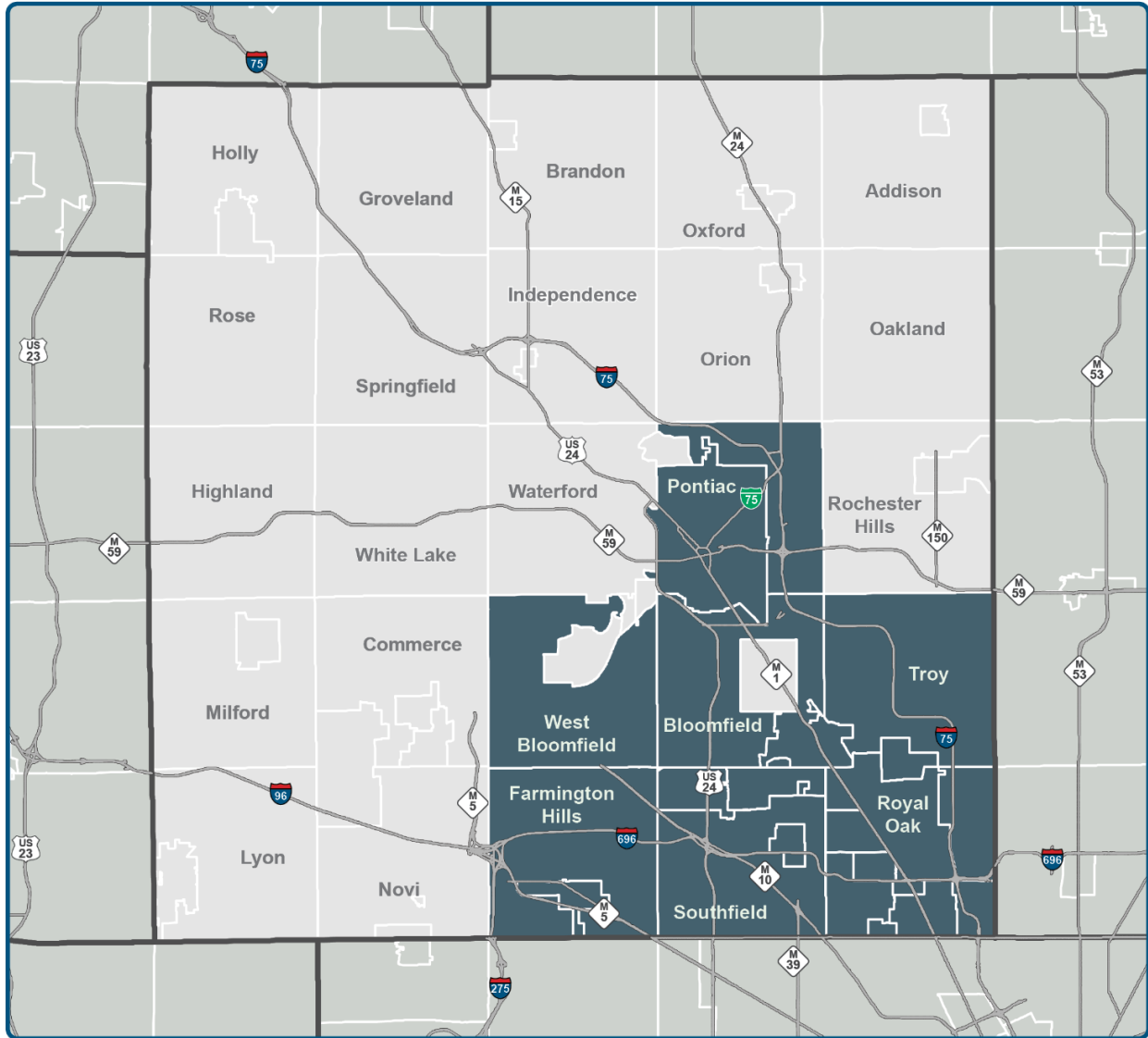
Each SMART service expansion will comply with Federal Transportation Administration requirements and may come online at different times during the 2023 calendar year. Utilizing an additional \$10.1 million, SMART will endeavor to undertake the following expansions in 2023:

- Provide ADA Paratransit service as required with any new fixed route expansion, which will utilize approximately \$2.5 of the \$10.1 million.
- Improve current routes 450/462 by providing continuous fixed route service along Woodward Avenue in Bloomfield Hills (remove the non-stop area), which may include adding 14 stops and 1 FAST stop at appropriate northbound and southbound locations.
- Extend current route 305 on Grand River from Farmington Hills through Novi to Wixom and add appropriate stops.
- Extend current route 740 on 12 Mile Road from Farmington Hills through Novi to Wixom and add appropriate stops.
- Extend current route 851 on Orchard Lake Road north from West Bloomfield through Orchard Lake, Keego Harbor and Sylvan Lake.
- Extend current route 805 west from Farmington Hills to Novi.
- Modify current route 790 to better serve Pontiac and Auburn Hills.
- Create new fixed route service on Rochester Road north from Troy to downtown Rochester and continue west on Walton Blvd through Auburn Hills.
- Create new fixed route service from Auburn Hills through Pontiac and continue west through Waterford Township and a portion of White Lake Township.

In addition to the above service expansions, SMART will be a full partner with Oakland County, NOTA, WOTA and OPC in identifying mid-term and long-term improvements to the regional transportation system including leveraging state and federal grants and planning for necessary capital improvements over the ten year period of the millage.


2023 SMART SERVICE AREA MAP

• Suburban Mobility Authority for Regional Transportation •



The information provided herewith has been compiled from recorded deeds, plats, tax maps, surveys and other public records. It is not a legally recorded map or survey and is not intended to be used as one. Users should consult the information sources mentioned above when questions arise.






SMART Transportation Service Area

SMART provides a variety of transit services including standard fixed route, FAST (high frequency fixed route), Connector (demand response), ADA Paratransit, Flex (on-demand microtransit), and Community Partnership Programs.

1.31.2023

2023 SMART EXPANSION MAP

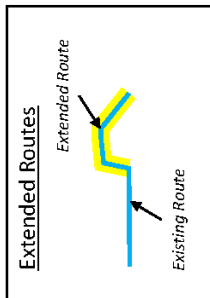
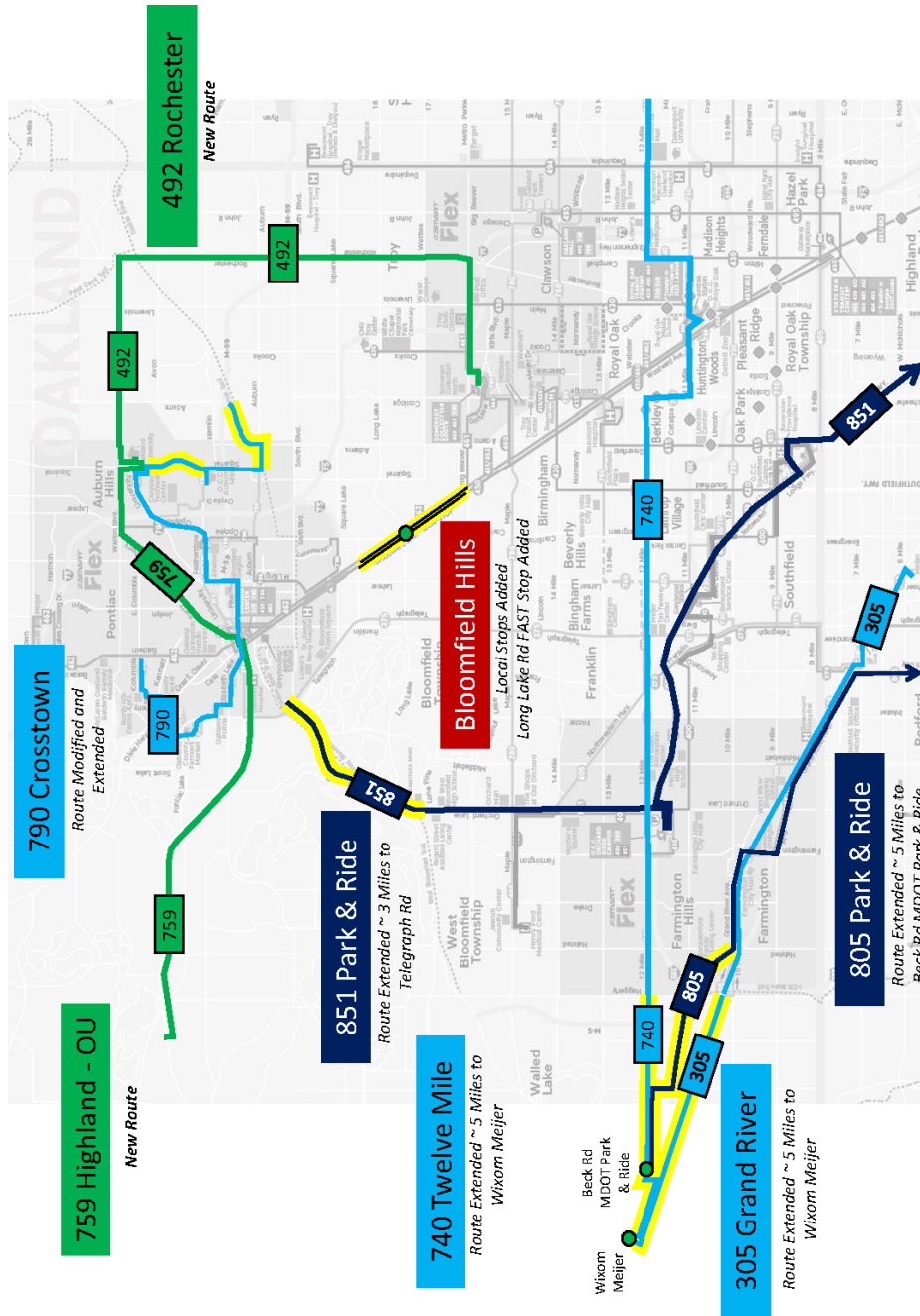


EXHIBIT B
2023 SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION
BUDGET

Oakland County Public Transportation Millage Funds:

Total payment not to exceed \$41,700,000 to include \$31,600,000 for Baseline Service and \$10,100,000 for 2023 Enhanced Service

Terms of Payment for Services:

Payment for the Scope of Work as described in Exhibit A will be as follows: Oakland County will distribute an amount not to exceed \$41,700,000 (Forty One Million Seven Hundred Thousand Dollars) in Public Transportation Millage Funds to the Suburban Mobility Authority for Regional Transportation (SMART) for the scope of work that is incorporated into this Agreement as Exhibit A. SMART will receive monthly payments as shown in the table below. The first payment by the County, after the Agreement is fully executed, will be made within 30 days of receipt of an invoice from SMART for the amount listed below. Thereafter, SMART shall submit an invoice for payment on the first day of each month, with the County making payment no later than the last day of that month. Except as extended, modified or amended pursuant to Article II and/or Article III of the Agreement, the Terms of Payment set forth herein shall expire on December 31, 2023.

Payment Schedule:

2023	Baseline Service	Enhanced Service
March*	\$15,800,001	\$2,525,001
April	\$5,266,667	\$841,667
May	\$5,266,666	\$841,667
June	\$5,266,666	\$841,667
July		\$841,667
Aug		\$841,667
Sept		\$841,666
Oct		\$841,666
Nov		\$841,666
Dec		\$841,666
Annual	\$31,600,000	\$10,100,000

* This payment incorporates amounts for January-March 2023 and assumes that the Agreement is fully ratified and executed in February 2023.

EXHIBIT C
2023 SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION
PERFORMANCE AUDIT AND REPORT

SMART shall submit quarterly Performance Reports to the County that contain information on the following:

- Ridership Summary
- Fixed Route Riders
- Fixed Route Miles, Revenue Miles, and Hours
- Connector Riders
- Connector Hours and Miles
- Fixed Route Operations Report
- Demand Response Report
- SMART Flex Report
- Ridership Charts

EXHIBIT D

**2023 SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION
PROTOCOL FOR IMPLEMENTING SERVICE CHANGES**

Amendments to the Service Plan shall be implemented in accordance with the following:

1. MAJOR SERVICE CHANGES: SMART shall implement “Major Service Changes”, as defined in the attached “Major Service Change/Fare Change Policy” dated July 23, 2020 as amended (“Policy”)
2. EXPERIMENTAL SERVICE CHANGES: Experimental Service Changes shall be implemented by SMART as set forth in the Policy.
3. EMERGENCY SERVICE CHANGES: SMART shall implement Emergency Service Changes as set forth in the Policy.
4. If SMART determines that a material service change which directly impacts Oakland County is to be implemented, SMART shall notify the Oakland County Transit Director of the nature of those service changes at its earliest practical opportunity.

SUMMARY OF TITLE VI MAJOR SERVICE CHANGE / FARE CHANGE POLICY.

Required Title VI Policies

MAJOR SERVICE CHANGE / FARE CHANGE POLICY

Federal guidelines and SMART policy require that a public hearing be held when major service changes or any fare change to the bus system are considered. These changes are detailed in the table below:

Item	Measures to Determine Major Service Changes or Fare Change
A	A change of 25% or more in the transit route miles.
B	A change of 25% or more in the revenue vehicle miles.
C	A new transit route is proposed.
D	Experimental service changes that meet or exceed the measures specified in items A, B and/or C above may be instituted for 360 days or less without prior notification. A public hearing must be held during that time if the experiment is to remain in effect for more than 360 days.
E	Exemptions: Standard seasonal variations in transit service are exempt from public hearing requirements unless the number, timing and type of service changes meet the above criteria. Headway adjustments of up to 5 minutes during peak hour service and up to 15 minutes during non-peak hour service. Emergency service changes may be instituted for 360 days or less without prior notification. A public hearing must be held during that time if the emergency service is to remain in effect for more than 360 days.
F	It will not be a major service change if service is replaced without interruption at a level that would not otherwise constitute a major change.
G	Any change in fare.

Summary

Public hearings and public meetings are a medium that the public can provide comment on potential changes to transit service. Public comment is accepted through email and via the USPS mail service. Statement of notifying the public of Title VI Rights and how to file a Title VI complaint can be on SMART's website as well in its Transit Centers and it is published in the 2017 SMART Title VI Report.

Process

- Public meetings and/or public hearings are held to encourage public comment prior to significant service changes or fare change.
- The public participation plan includes outreach to the public to ensure awareness of and participation in the public hearing process.
- Notices of the meetings/hearings are placed at minimum in Detroit's two regional newspapers and in one minority newspaper.

- Notices appear in print at least 20 days prior to the meeting/hearing.
- Notices will be placed in buses on the affected route(s) and if the service change/fare change has system-wide implications, notices will be placed on all buses.
- Notices will be displayed in SMART Transit Centers and SMART website at www.smartbus.org.
- For service changes that require a public hearing, SMART will hold at least one meeting/hearing in the affected county and/or one meeting/hearing in each county if it has regional impacts.
- SMART may hold one virtual public meeting/hearing as a replacement to or in addition to in-person meetings/hearings as deemed necessary. The virtual meeting/hearing can be accessed using a computer or a smart phone which will allow participants to both see and hear the presentation. The meetings/hearings will be recorded.
- The public comments become an attachment to the agenda item that the SMART Board of Directors must approve before the service change/fare change can take effect.

Public Hearing Conduct

It is the purpose of the public hearing to listen to public comments and gather information from the public regarding the proposed changes in service and/or fare. In turn, staff will summarize the comments and along with a transcript of the proceedings present them to SMART's Board of Directors prior to approval or denial of any of the proposed changes.

- All individuals who wish to speak must register and fill out a speaker card.
- If the meeting is held virtually, staff will allow individuals to speak through the remote device they are using.
- Speakers shall be heard in the order in which they registered to do so.
- Speakers are requested to speak into the microphone; giving their name and address before addressing the issue of the hearing.
- Speakers are requested to keep comments short and avoid repetition of what other speakers have said.
- Speakers are asked to limit their comments to **3** minutes.
- It is at staff's discretion to respond to questions regarding the proposed service changes.
- Each individual may speak once at the hearing.
- When all speakers who register to speak have spoken, the floor will be opened to anyone who has not registered, time permitting.
- All comments will be directed to SMART staff and not to the audience.
- Be considerate of your fellow speakers. There should be no applause, booing or other audible disruption to the proceedings.
- Placards, posters and other means of visual display of comments will not be permitted by audience members. This does not include information or materials used as part of a factual presentation by SMART staff.
- The SMART will **not** tolerate personal attacks by anyone on **any** of the participants in the proceedings.
- Anyone who violates the guidelines of the public hearing may be asked to leave by the SMART staff.
- When all of the above has transpired, the public hearing shall be closed.

It is only through your community participation that SMART staff fully understands the sentiments of the public on these matters that will be presented to SMART's Board of Directors.

**SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION
RESOLUTION**

Approval of the SMART Revisd Major Service Change / Fare Change Policy

- Whereas, The Suburban Mobility Authority for Regional Transportation is charged with the planning, operation, and improvement of regional public transportation in southeastern Michigan; and
- Whereas, In order to remain eligible for federal funding, pursuant to the regulations outlined in Federal Circular C 4702.1B dated October 1, 2012, SMART's Title VI Program must be approved by its board of directors who is responsible for the policy decisions at SMART.; and
- Whereas, This program must be approved by the governing body of SMART, and
- Whereas, According to Circular C4702.1B, SMART is required to approve any policy updates and submit them to the FTA by it next submittal, and
- Whereas, SMART's board of directors has reviewed the Title VI updated Major Service Change / Fare Change Policy; now, therefore, be it
- Resolved, That the Authority's Major Service Change / Fare Change Policy referred to herein is approved and the General Manager of the Suburban Mobility Authority for Regional Transportation is authorized to submit the Major Service Change / Fare Change Policy to the FTA.

CERTIFICATE

The undersigned duly qualified Board Secretary of the Suburban Mobility Authority for Regional Transportation certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Board of the Suburban Mobility Authority for Regional Transportation held on July 23, 2020.

July 23, 2020
Date


Board Secretary

No. FY21-10

EXHIBIT E

2023 SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION

CONTRACTOR INSURANCE REQUIREMENTS

During this Contract, the Contractor shall provide and maintain, at their own expense, all insurance as set forth and marked below, protecting the County against any Claims, as defined in this Contract. The insurance shall be written for not less than any minimum coverage herein specified. Limits of insurance required in no way limit the liability of the Contractor.

Primary Coverages

Commercial General Liability Occurrence Form including: (a) Premises and Operations; (b) Products and Completed Operations (including On and Off Premises Coverage); (c) Personal and Advertising Injury; (d) Broad Form Property Damage; (e) Broad Form Contractual including coverage for obligations assumed in this Contract;

\$1,000,000 – Each Occurrence Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products & Completed Operations Aggregate Limit

\$2,000,000 – General Aggregate Limit

\$ 100,000 – Damage to Premises Rented to You (formally known as Fire Legal Liability)

Workers' Compensation Insurance with limits statutorily required by any applicable Federal or State Law and Employers Liability insurance with limits of no less than \$500,000 each accident, \$500,000 disease each employee, and \$500,000 disease policy limit.

1. Fully Insured or State approved self-insurer.
2. Sole Proprietors must submit a signed Sole Proprietor form.
3. Exempt entities, Partnerships, LLC, etc., must submit a State of Michigan form WC-337 Certificate of Exemption.

Public Transportation Commercial Automobile Liability Insurance covering bodily injury or property damage arising out of the use of any owned, hired, or non-owned automobile with a combined single limit of \$5,000,000 each accident. This requirement is waived if there are no company owned, hired or non-owned automobiles utilized in the performance of this Contract.

Commercial Umbrella/Excess Liability Insurance with minimum limits of \$10,000,000 each occurrence. Umbrella or Excess Liability coverage shall be no less than following form of primary coverages or broader. This Umbrella/Excess requirement may be met by increasing the primary Commercial General Liability limits to meet the combined limit requirement.

Employee Dishonesty Bond including Third-Party Employee Theft Insurance Coverage will be required in the minimum amount of the grant with the County of Oakland named as an additional insured.

Supplemental Coverages – As Needed

1. **Cyber Liability Insurance** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate shall be required when the Contractor has access to County IT systems and/or stores County data electronically.
2. **Directors & Officers Liability Insurance** with minimum limits of \$5,000,000 per claim.
3. **Commercial Property Insurance.** The Contractor shall be responsible for obtaining and maintaining insurance covering their equipment and personal property against all physical damage.
4. **Other Insurance Coverages** as may be dictated by the provided product/service and deemed appropriate by the County Risk Management Department.

General Insurance Conditions

The aforementioned insurance shall be endorsed, as applicable, and shall contain the following terms, conditions, and/or endorsements. All certificates of insurance shall provide evidence of compliance with all required terms, conditions and/or endorsements.

1. All policies of insurance shall be on a primary, non-contributory basis with any other insurance or self-insurance carried by the County;
2. The insurance company(s) issuing the policy(s) shall have no recourse against the County for subrogation (policy endorsed written waiver), premiums, deductibles, or assessments under any form. All policies shall be endorsed to provide a written waiver of subrogation in favor of the County;
3. Any and all deductibles or self-insured retentions shall be assumed by and be at the sole risk of the Contractor;
4. Contractors shall be responsible for their own property insurance for all equipment and personal property used and/or stored on County property;
5. The Commercial General Liability and Commercial Automobile Liability policies along with any required supplemental coverages shall be endorsed to name the County of Oakland and its officers, directors, employees, appointees and commissioners as additional insured where permitted by law and policy form;
6. If the Contractor's insurance policies have higher limits than the minimum coverage requirements stated in this document the higher limits shall apply and in no way shall limit the overall liability assumed by the Contractor under contract.
7. The Contractor shall require its contractors or sub-contractors, not protected under the Contractor's insurance policies, to procure and maintain insurance with coverages, limits, provisions, and/or clauses equal to those required in this Contract;
8. Certificates of insurance must be provided no less than ten (10) Business Days prior to the County's execution of the Contract and must bear evidence of all required terms, conditions and endorsements; and provide 30 days' notice of cancellation/material change endorsement.
9. All insurance carriers must be licensed and approved to do business in the State of Michigan along with the Contractor's state of domicile and shall have and maintain a minimum A.M. Best's rating of A- unless otherwise approved by the County Risk Management Department.

SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION

RESOLUTION

Authorization to Award a Contract for Federal Lobbyist Consultant Services

- Whereas, The Suburban Mobility Authority for Regional Transportation (SMART) has a need for specialized services to identify opportunities and effectively engage policymakers and staff of federal elected and administration officials to ensure SMART obtains positive federal policy and funding outcomes. Contracted support is necessary at this time based on needs related to current Congressional initiatives, administration and federal transportation, emerging federal infrastructure legislation and its potential impacts, annual transportation appropriations, emergency funding, and competitive discretionary programs with SMART's public transportation initiatives; and
- Whereas, A request for Proposal (RFP) was advertised and posted on MITN. SMART received two proposals; and
- Whereas, The proposal from Holland & Knights LLP was determined to be the most responsive and responsible meeting SMART's scope of work. The price has been determined to be fair and reasonable; and
- Whereas, Adequate funding is available in the Authority's general fund; and
- Whereas, The Vice President of Finance is satisfied Holland & Knights LLP has the potential to perform under the terms and conditions of the contract; and
- Whereas, The EEO Department is satisfied that Holland & Knights LLP is in compliance with the equal opportunity and affirmative action laws and policies of the Federal and State governments and the affirmative action policies of SMART; now, therefore be it
- Resolved, That the General Manager of the Suburban Mobility Authority for Regional Transportation is hereby authorized to award a three-year contract for an amount of \$432,000.00, with two one-year renewal options for \$144,000.00 for option year one and \$144,000.00 for option year two to Holland & Knight LLP for Federal Lobbyist Consultant Services for a total cost not to exceed \$720,000.00.

CERTIFICATE

The undersigned duly qualified Board Secretary of the Suburban Mobility Authority for Regional Transportation certifies the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Board of the Suburban Mobility Authority for Regional Transportation held on February 23, 2023.

Date

Board Secretary

No. _____

Bid Tab RFP Control No. 23-3791 Federal Lobbyist P.A. A Baldwin	Holland & Knight LLP Contact: Shawna Watley shawna.watley@hklaw.com	Dykema Contact: James Brandell, Ph.D jbrandell@dykema.com									
The Consultant shall provide federal legislative services, including but not limited to the following:	<table border="1"> <thead> <tr> <th data-bbox="846 275 1003 302">Monthly Cost</th> <th data-bbox="1003 275 1167 302">Annually</th> </tr> </thead> <tbody> <tr> <td data-bbox="846 302 1003 331">\$12,000.00</td> <td data-bbox="1003 302 1167 331">\$144,000.00</td> </tr> </tbody> </table>	Monthly Cost	Annually	\$12,000.00	\$144,000.00	<table border="1"> <thead> <tr> <th data-bbox="1167 275 1300 302">Monthly Cost</th> <th data-bbox="1300 275 1451 302">Annually</th> </tr> </thead> <tbody> <tr> <td data-bbox="1167 302 1300 331">\$10,000.00</td> <td data-bbox="1300 302 1451 331">\$120,000.00</td> </tr> </tbody> </table>	Monthly Cost	Annually	\$10,000.00	\$120,000.00	
Monthly Cost	Annually										
\$12,000.00	\$144,000.00										
Monthly Cost	Annually										
\$10,000.00	\$120,000.00										
<ul style="list-style-type: none"> Work with the key members and staff of the United States Congress and the President's Administration in support of legislative and public policy priorities of SMART. Coordinate written and verbal communication with members of the Congressional Delegation, and other offices as needed, as well as staff of key Congressional committees and federal agencies. Collaborate with SMART staff for strategic planning and execution of efforts to obtain discretionary appropriations, effectively participate in discretionary grant programs, support needs in the Capital Improvement Grant Program and surface transportation reauthorization, and regularly communicate with and inform SMART principal liaisons of meetings and developments relevant to SMART. Attend pertinent committee meetings, mark-up sessions, House-Senate conferences, trade associations and work group meetings, and comment as needed and provide written reports to SMART's Project Manager. 	The proposal from Holland & Knights LLP was determined to be the most responsive and responsible meeting SMART's scope of work and transit related experience. The price has been determined to be fair and reasonable										
	Total Score 100	Total Score 75									
<ul style="list-style-type: none"> Remain abreast of the current funding structure and knowledgeable of the traditional funding structure of SMART compared to best practices among peer transit properties, and support efforts SMART may undertake to make improvements to local. Prepare regular written reports, memos and/or other appropriate updates for SMART on key items including important legislative and regulatory developments, meetings with members of Congress and/or their staff, and communications with relevant federal agencies. Engage in dialogue, as needed, with Department of Transportation and Federal Transit Administration officials in regard to SMART's legislative agenda as it is formulated and implemented, as well as schedule meetings with SMART and the federal level policy makers, staff and influencers as needed. Act as a liaison between SMART and Congressional delegation to the United States Congress and other elected officials when necessary, including arranging meetings, scheduling appointments, sending invitations, and writing correspondence. Provide consultation and representation on a day-to-day basis, as needed. 											

SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION

RESOLUTION

Authorization to Award a Contract for Government Relations Consultant Services for State Lobbyist

- Whereas, The Suburban Mobility Authority for Regional Transportation (SMART) has a need for specialized services to identify opportunities and effectively engage legislators and other public policy officials to ensure SMART obtains positive state policy and funding outcomes. SMART is soliciting contracted support at this time; and
- Whereas, A request for Proposal (RFP) was advertised and posted on MITN. SMART received two proposals; and
- Whereas, The Midwest Strategy Group proposal was determined to be the most responsive and responsible meeting in SMART's scope of work. The price has been determined to be fair and reasonable; and
- Whereas, Adequate funding is available in the Authority's general fund; and
- Whereas, The Vice President of Finance is satisfied Midwest Strategy Group has the potential to perform under the terms and conditions of the contract; and
- Whereas, The EEO Department is satisfied that Midwest Strategy Group is in compliance with the equal opportunity and affirmative action laws and policies of the Federal and State governments and the affirmative action policies of SMART; now, therefore be it
- Resolved, That the General Manager of the Suburban Mobility Authority for Regional Transportation is hereby authorized to award a three-year contract for an amount of \$162,000.00, with two one-year renewal options for the subsequent amounts of \$54,000.00 per year to Midwest Strategy Group for Government Relations Consultant Services for State Lobbyist. The total contract is for an amount not to exceed \$270,000.00.

CERTIFICATE

The undersigned duly qualified Board Secretary of the Suburban Mobility Authority for Regional Transportation certifies the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Board of the Suburban Mobility Authority for Regional Transportation held on February 23, 2023.

Date

Board Secretary

No. _____

Bid Tabulation

RFP# 23-3744 Government Relations Consultant Services for State Lobbyist

Purchasing Agent: Andre J. Baldwin

Description: SMART has a need for specialized services to identify opportunities and effectively engage legislators and other public policy officials to ensure SMART obtains positive state policy and funding outcomes.

Rationale for award: The proposal submitted by Midwest Strategy Group, Inc., was determined to be responsive and responsible. The price was determined to be fair and reasonable.

Dykema Gossett, PLLC		Midwest Strategy Group		
Dykema proposes to provide the entire scope of services discussed above for a fee of \$4,000 per month.		MWSG proposes an annual retainer fee of 54,000 billable in monthly installments of \$4,500 for full-service lobbying.		

DATE: February 23, 2023 DISPOSITION SOUGHT: Board Approval
TO: SMART Board of Directors SUBMITTED BY: General Manager
FROM: General Manager APPROVED BY: General Manager

SUBJECT: Amendment of the By-Laws of the SMART Board of Directors to add a line item for “Board Briefings” to the Order of Business of a Regular or Special Meeting

RECOMMENDATION

That the Board adopt the attached resolution authorizing the amendment of the By-Laws of the SMART Board of Directors to add a line item for “Board Briefings” to the Order of Business of a Regular or Special Meeting.

DISCUSSION

When revisions were made to SMART enabling legislation, Public Act 204 of 1967, the SMART Board of Directors adopted with minor changes the by-laws originally approved by the Board of the Southeastern Michigan Transportation Authority (SEMTA). From time to time, the Board has approved revisions to the By-Laws that have been recommended by the General Manager. This revision would add a line item for “Board Briefings” to the Order of Business of a Regular or Special Meeting, amending Article II, Section 4. Following is a proposed revision that would accomplish this goal, should the Board decide to approve it.

The proposed revision would state:

ARTICLE II

BOARD OF DIRECTORS

* * *

Section 4. Order of Business. Conduct of a Regular or Special Meeting shall require the following Order of Business:

1. Call to Order by Chairperson
2. Roll Call to determine quorum
3. Adoption of agenda
4. Certification of public notice
5. Action on minutes of prior Regular and/or Special Board Meetings.
 - a. Receipt of minutes and reports of standing and/or ad hoc committee meetings
 - b. Proposed Business
6. Public participation as requested through the Chairperson
7. Chairperson’s Report
8. General Manager’s Report (Informational Items Only)
9. Board Briefings
10. Financial Report
11. Unfinished Business

12. New Business
13. Special Reports
14. Member Business
15. Adjournment

* * *

FUNDING & COSTS:

The recommended changes to the By-Laws are expected to have no effect on the SMART budget.

ATTACHMENTS:

- Resolution

SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION

RESOLUTION

Amendment of the By-Laws of the SMART Board of Directors

- Whereas, The Suburban Mobility Authority for Regional Transportation, pursuant to the provisions of Act 204, P.A. 1967 as amended, is empowered to acquire, plan, contract, operate and maintain public transportation systems and facilities within its jurisdiction; and
- Whereas, The By-Laws currently in place were developed by the Board of the Southeastern Michigan Transportation Authority (SEMTA) in the 1970s and have been reviewed and revised on occasion since; and
- Whereas, After careful consideration, the SMART Board of Directors, by this Resolution, amends Article II, Section 4 of its By-Laws to add a line item for “Board Briefings” to the Order of Business of a Regular or Special Meeting, immediately below “General Manager’s Report (Informational Items Only),” while all other provisions remain unchanged; now, therefore be it
- Resolved, That the SMART Board of Directors hereby amends Article II, Section 4 of the By-Laws by adding a line item for “Board Briefings” to the Order of Business of a Regular or Special Meeting, immediately below “General Manager’s Report (Informational Items Only)”. All other provisions remain unchanged.

CERTIFICATE

The undersigned duly qualified Board Secretary of the Suburban Mobility Authority for Regional Transportation certifies the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Board of the Suburban Mobility Authority for Regional Transportation held on _____.

Date

Board Secretary

No. _____

B. Speakers shall be entitled to a maximum speaking time of three minutes.

* * *

FUNDING & COSTS:

The recommended change to Policy 9 is expected to have no effect on the SMART budget.

ATTACHMENTS:

- Current Policy 9
- Proposed Amended Policy 9
- Resolution

SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION

RESOLUTION

Amendment to the SMART Board of Directors' Policy 9

- Whereas, The Suburban Mobility Authority for Regional Transportation, pursuant to the provisions of Act 204, P.A. 1967 as amended, is empowered to acquire, plan, contract, operate and maintain public transportation systems and facilities within its jurisdiction; and
- Whereas, Board Policy 9 was developed by the SMART Board of Directors in 1984, and was revised in 2012;
- Whereas, After careful consideration, the SMART Board of Directors, by this Resolution, amends Board Policy 9 to revise the time allotted to speakers in the Public Participation portion of Regular and Special Board Meetings from 5 minutes per speaker to 3 minutes per speaker, while all other provisions remain unchanged; now, therefore be it
- Resolved, That the SMART Board of Directors hereby amends Board Policy 9 to revise the time allotted to speakers in the Public Participation portion of Regular and Special Board Meetings from 5 minutes per speaker to 3 minutes per speaker. All other provisions remain unchanged.

CERTIFICATE

The undersigned duly qualified Board Secretary of the Suburban Mobility Authority for Regional Transportation certifies the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Board of the Suburban Mobility Authority for Regional Transportation held on _____.

Date

Board Secretary

No. _____



Date: August 23, 2012

Number: 9

Subject

Public Participation

Purpose

To establish procedures for scheduled discussions during Public Participation portions of Board meetings (Article II, Section 4 of the Authority's By-Laws and Rules of Procedure), and pursuant to the Open Meetings Act, MCLA 15.263(1), (5). The purpose of Public Participation is to allow the SMART Board of Directors to hear all concerns, issues, and compliments from members of the public that are relevant to SMART. As such, there will be no responding to the public's questions or comments by the Board Members during Public Participation.

Scope

Applicable to all Regular and Special Meetings of the Board. This policy supersedes the Public Participation policy dated May 29, 1984.

Procedure

- I. According to Article II, Section 4 of the Authority's By-Laws and Rules of Procedure, Agenda Item 6 will serve as the Public Participation portion of Regular and Special meetings of the Board.
- II. Any individual or organization that wishes to address the Board during a Regular or Special meeting shall request such an opportunity through the Chairperson.
 - A. Speakers may submit a request for an opportunity to address the Board to the Board Secretary up to five days prior to the scheduled date of the Board meeting.
 - B. Speakers shall be entitled to a maximum speaking time of five minutes.
 - C. The aggregate time spent on the Public Participation portion of the meeting may not be limited in any way or for any reason beyond those set forth in this policy. Any individual wishing to address the Board will be given an opportunity to speak, subject to the provisions contained herein.
- III. The Board Secretary, at the direction of the Chairperson, shall be responsible to schedule speakers for the Public Participation portion of Board meetings, and prior to each meeting of the Board, shall provide the Chairperson with the list of requests scheduled for that meeting. The Chairperson may allow scheduled speakers to address the Board before other members of the public in attendance.



Date: August 23, 2012
Number: 9

Page 2

-
- A. The Chairperson may call to order any person who is engaging in disorderly conduct during the Public Participation portion of the Board meeting. Such disorderly conduct includes, but is not limited to, defamatory, profane, obscene, or disruptive remarks which threaten the safety or security of the Authority or others. The Chairperson shall direct the speaker to be seated until it has been determined whether the individual is in order.
 - B. If the Chairperson determines that an individual is particularly disruptive to the meeting, or has failed to return to order, the Chairperson may request the individual to be removed from the meeting.
- IV. Public Participation shall be confined to subjects that are relevant to the Authority. The discretion to determine whether a topic is relevant is vested in the Chairperson.
- A. For purposes of this Policy, relevant public commentary is defined as any subject matter that relates to Authority business and/or serves the Authority's informational needs. Any determination of relevance must be viewpoint neutral.
 - B. If the Chairperson determines that any member of the public is in violation of this policy, the Chairperson shall follow the procedure in Section III (A) and (B) pertaining to calling disorderly individuals to order.



Date: February 23, 2023

Policy Number: 9

Subject

Public Participation

Purpose

To establish procedures for scheduled discussions during Public Participation portions of Board meetings (Article II, Section 4 of the Authority's By-Laws and Rules of Procedure), and pursuant to the Open Meetings Act, MCLA 15.263(1), (5). The purpose of Public Participation is to allow the SMART Board of Directors to hear all concerns, issues, and compliments from members of the public that are relevant to SMART. As such, there will be no responding to the public's questions or comments by the Board Members during Public Participation.

Scope

Applicable to all Regular and Special Meetings of the Board. This policy supersedes the Public Participation policy dated August 23, 2012.

Procedure

- I. According to Article II, Section 4 of the Authority's By-Laws and Rules of Procedure, Agenda Item 6 will serve as the Public Participation portion of Regular and Special meetings of the Board.
- II. Any individual or organization that wishes to address the Board during a Regular or Special meeting shall request such an opportunity through the Chairperson.
 - A. Speakers may submit a request for an opportunity to address the Board to the Board Secretary up to five days prior to the scheduled date of the Board meeting.
 - B. Speakers shall be entitled to a maximum speaking time of three minutes.
 - C. The aggregate time spent on the Public Participation portion of the meeting may not be limited in any way or for any reason beyond those set forth in this policy. Any individual wishing to address the Board will be given an opportunity to speak, subject to the provisions contained herein.
- III. The Board Secretary, at the direction of the Chairperson, shall be responsible to schedule speakers for the Public Participation portion of Board meetings, and prior to each meeting of the Board, shall provide the Chairperson with the list of requests scheduled for that meeting. The Chairperson may allow scheduled speakers to address the Board before other members of the public in attendance.

- A. The Chairperson may call to order any person who is engaging in disorderly conduct during the Public Participation portion of the Board meeting. Such disorderly conduct includes, but is not limited to, defamatory, profane, obscene, or disruptive remarks which threaten the safety or security of the Authority or others. The Chairperson shall direct the speaker to be seated until it has been determined whether the individual is in order.
- B. If the Chairperson determines that an individual is particularly disruptive to the meeting, or has failed to return to order, the Chairperson may request the individual to be removed from the meeting.

IV. Public Participation shall be confined to subjects that are relevant to the Authority. The discretion to determine whether a topic is relevant is vested in the Chairperson.

- A. For purposes of this Policy, relevant public commentary is defined as any subject matter that relates to Authority business and/or serves the Authority's informational needs. Any determination of relevance must be viewpoint neutral.
- B. If the Chairperson determines that any member of the public is in violation of this policy, the Chairperson shall follow the procedure in Section III (A) and (B) pertaining to calling disorderly individuals to order.

SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION

RESOLUTION

Approval of Interlocal Agreement Between the City of Monroe and Frenchtown Township Creating the Lake Erie Transit Commission

- Whereas, Pursuant to 204 P.A. 1967, MCL 124.401 *et seq*, SMART's service area is comprised of the four southeastern-most counties in the state, being Macomb, Oakland, Wayne and Monroe Counties; and,
- Whereas, the City of Monroe and Frenchtown Township have agreed to create and continue the Lake Erie Transit Commission (LETC), an organization that contracts with SMART and provides for the operation, management, financing and planning of local and specialized transit services in Monroe County; and
- Whereas, the agreement forming and continuing the LETC is to expire on February 11, 2023, and the communities forming the agreement now seek to extend said agreement until February 11, 2028 with SMART's approval; now therefore be it,
- Resolved, that the Board of Directors of the Suburban Mobility Authority for Regional Transportation hereby approve the Interlocal Agreement by and between Frenchtown Township and the City of Monroe, Executed September 21, 2022 and set to expire on February 11, 2028.

CERTIFICATE

The undersigned duly qualified Board Secretary of the Suburban Mobility Authority for Regional Transportation certifies the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Board of the Suburban Mobility Authority for Regional Transportation held on _____.

Date

Board Secretary

No. _____



Dwight Ferrell
SMART
General Manager
535 Griswold Street Suite 600
Detroit, MI 48226

RE: Interlocal Agreement/Lake Erie Transit

1/20/2023

Dear Mr. Ferrell:

Lake Erie Transportation Commission is requesting your formal approval of the attached Interlocal Agreement between the City of Monroe and Frenchtown Township. Under Section 10(A) of the Agreement, SMART's approval is required as a condition precedent for this Agreement to be effective. The attached Interlocal Agreement has not substantially changed since it was first approved by Governor Milliken and has been approved numerous times by other Governors. We have submitted this Agreement to Governor Whitmer today, requesting her approval.

The resolutions from the City of Monroe and Frenchtown Township are also attached.

Sincerely,



Mark Jagodzinski
General Manager

cc: SMART Board of Directors
Royce Maniko

**INTERLOCAL AGENCY AGREEMENT TO PROVIDE PUBLIC TRANSPORTATION
FOR THE CITY OF MONROE, THE TOWNSHIP OF FRENCHTOWN,
AND OTHER AREAS OF MONROE COUNTY
AS AMENDED**

The following Articles provide for the Interlocal public agency agreement under the Urban Cooperation Act (P.A. 1967, Ex. Sess. No.7, as amended) and for intergovernmental cooperation in the organization and operation of public transportation for the City organization and operation of public transportation for the City of Monroe, Frenchtown Township, and other areas of Monroe County.

SECTION 1. NAME:

The name of the legal and administrative entity created by this Agreement shall be the Lake Erie Transportation Commission.

SECTION 2. PURPOSES:

The purposes for which the Lake Erie Transportation Commission is created are as follows:

- A) To create an intergovernmental organization to provide for the operation, management, financing and planning of local and specialized transit services.
- B) Creation of a legal and administrative organization to contract with the Suburban Mobility Authority for Regional Transportation (SMART) for necessary equipment, technical assistance, grants and operation funds related to the operation of a public transit system.

SECTION 3. DURATION, TERMINATION AMENDMENT:

A) **Duration:**

This Interlocal Agreement between the City of Monroe and Frenchtown Township shall expire February 11, 2028; the Agreement shall be renewable at the option of the participating units by amendment hereto.

B) **Termination:**

This Agreement may not be rescinded by a participating unit unless all units so agree. This Agreement may be terminated by a referendum of the residents of a participating unit not more than forty-five (45) calendar days after the approval of this Agreement by the participating unit.

- C) This Interlocal Agreement may be amended upon the approval of all participating units in the same manner as the original Agreement was made.

SECTION 4.

COMPOSITION OF THE COMMISSION, ITS NATURE AND PURPOSES, DESIGNATED POWERS:

A) **Membership:**

- 1) The Commission shall be composed of a minimum of seven (7) members as follows: a minimum of two (2) representing and appointed by the City of Monroe; a minimum of two (2) representing and appointed by Frenchtown Township; a minimum of three (3) "at large" members representing elderly, the handicapped, and the residents of other areas of Monroe County, appointed jointly by the City of Monroe and Frenchtown Township. If the Commission regularly provides public transportation services to all areas of a municipality other than the City of Monroe or Frenchtown Township, that third municipality shall be requested to recommend a person to serve as one of the three (3) at large members. At all times hereto the City of Monroe and Frenchtown Township shall each be represented by an equal number of board members, the total of which shall be a majority of all members of the Commission.
- 2) Members of the Commission may be removed by the appointing unit. Likewise, any vacancy shall be filled by the original appointing unit.
- 3) The three (3) Commission members representing elderly and handicapped residents shall be recommended by the members of the Commission and approved by the City of Monroe and Frenchtown Township. The terms of appointment for each Commission member shall be two (2) years, but no longer than the duration of this Agreement.

In the event of any vacancy lasting more than two (2) months, the Mayor of the City of Monroe or his/her designee, or the Frenchtown Township Supervisor or his/her designee (in rotating order for each Commission meeting) shall serve as an interim member until the position is filled.

- 4) Members of the Commission shall receive no compensation from Commission Funds.

- 5) The Suburban Mobility Authority for Regional Transportation shall have the right to be represented at meetings of the Commission, but shall not be considered a member of the Commission.
- 6) Commission members shall not have a special interest in the Commission's contracts and the proceeds thereof under restrictions imposed by Act 317 of the Public Acts of 1968, nor an interest in any concern which contracts with the Commission to provide transportation services, facilities, equipment, or supplies.

B) Officers:

- 1) The Commission shall elect from its membership a Chairman, Vice-Chairman, Secretary, and such other officers as it may deem necessary. Said officers shall serve until their successors are appointed. Officers shall serve at the pleasure of the Commission and any vacancy shall be filed by the Commission.
- 2) The Chairman shall preside at all meetings of the Commission. Unless the Commission directs otherwise, the Chairman shall sign all contracts agreed to by the Commission, as well as all financial documents, records, papers, and communications of the Commission.
- 3) The Vice-Chairman shall become Chairman in the event that the office of the Chairman becomes vacant by resignation, death or otherwise. The Vice-Chairman shall conduct Commission meetings and act for the Chairman in his/her absence.
- 4) The Secretary shall conduct Commission meetings in the absence of the Chairman and Vice-Chairman.

C) Depository:

The Commission may designate any financial institutions which have one or more branches in Monroe County as its depository for all active funds of the Commission. The depositories for the Commission are authorized and directed to honor checks, drafts, or other orders for payment of money drawn in the Commission's name. All checks, drafts, or other orders of payment must bear the signature of any two (2) of the Commission's representatives from the City of Monroe or Frenchtown Township.

D) Investments:

The Lake Erie Transportation Commission shall adopt an investment policy and may authorize investment of interim and inactive funds in accordance with Michigan law regulating investments by public agencies (currently, Public Act 20 of 1943, as amended).

E) Meetings:

- 1) The Commission shall normally conduct business at meetings held at least once each month as provided by rule; however, it may cancel monthly meetings due to lack of business or lack of quorum. A special meeting may be called by the Chairman, Vice-Chairman, or by any two members.
- 2) A record shall be kept of the meetings and proceedings of the Commission. Revised Robert's "Rules of Order" shall govern Commission meetings.
- 3) A quorum at any meeting shall equal a majority of the eligible voting membership (four Commission members in attendance). For action on any matter, approval by the majority of the eligible voting membership (four affirmative votes) is required. Each member of the Commission shall have one vote.

F) Powers:

- 1) The Lake Erie Transportation Commission created by this Interlocal Agreement is authorized in its own name: to fix and collect charges, rents, rates, or fees; to make and enter into contracts; to employ agencies or employees; to acquire, construct, manage, maintain or operate buildings, works or improvements; to acquire, hold, or dispose of property; incur debts, liabilities or obligations which do not constitute the debts, liabilities or obligations of any of the parties to this Agreement. The Commission may operate, acquire, or contract with a private carrier or other party to provide: vehicle operation and dispatch services; maintenance services for vehicles and equipment; supplies; vehicle storage facilities and office space.
- 2) The Lake Erie Transportation Commission may sue or be sued in its own name and may consult or employ legal counsel.

- 3) The Commission shall make such rules and bylaws for its government, as it may deem appropriate, not inconsistent with this Agreement and the guidelines immediately following.
 - a) The Lake Erie Transportation Commission shall not possess the power or authority to levy any type of tax within the boundaries of the two participating units or to issue any type of bond in its own name, or in any way indebted a governmental unit participating in this Interlocal Agreement.
 - b) This shall not prohibit the Commission from receiving funds raised by participating City and Township or other public bodies, or from receiving Federal and State grants or receiving gifts, grants, assistance funds, or bequests from any source.
 - c) The Commission may study, discuss, and negotiate with other communities concerning service within additional localities and the inclusion of additional localities in the relevant financing plans and management organization.

G) Finance and Revenues:

- 1) The Commission may receive advances of public funds. Nonmonetary assets may also be advanced or contributed when agreed upon by the Commission with a value. After completion of the purposes of this Interlocal Agreement, any local surplus of money or assets shall be returned. The return of local advances and contributions shall be in the same proportion as the advances and contributions made by the local units.
- 2) The Commission shall prepare and adopt an annual budget, which shall be a plan for all revenues and expenditures. Such annual budget shall display separately and in total the revenues and expenditures attributable to public transportation operation serving:
 - a) participating local units of government;
 - b) elderly, handicapped, and other citizens elsewhere in Monroe County; and
 - c) other localities for which specific services are provided. Budgeted expenditures shall not exceed anticipated revenues. Accounting of receipts and disbursements shall conform to such uniform procedures as prescribed by Act 2 of the Public Acts of 1968, as amended.

- 3) After the budget has been adopted, no money shall be drawn from an account, nor shall any obligation for the expenditure of money be incurred, except pursuant to a budget appropriation. The Secretary shall submit and the Commission shall approve all liquidated claims against the Commission and the Treasurer shall pay such claims on order of the Commission. There shall be a strict accountability of all receipts and disbursements with periodic reporting of same to and by the Commission.
- 4) There shall be an independent audit and report at the end of each fiscal year.
- 5) In all sales, purchases, or contracts for services in an amount in excess of Ten Thousand (\$10,000) Dollars, (a) the sale, purchase, or contract shall be approved by majority vote of the Commission; and (b) sealed bids shall be obtained, unless the Commission by unanimous resolution of those present at the meeting determine that no advantage to the Commission would result from competitive bidding. No sale or contract shall be divided for the purpose of circumventing the dollar value limitation contained in this Section.
- 6) Purchases, sales, or contracts in amounts less than Ten Thousand (\$10,000) Dollars need not be secured by sealed bids, but shall be payable by the Commission according to the provisions of Section 4 (E) (3) above, upon evidence of written contract, purchase order, invoice, bill of sale, or other record of transaction.
- 7) All purchases, sales, or contracts shall be evidenced by written contract purchase order, or bill of sale.
- 8) The Commission may not purchase, sell, or lease any real estate or any interest therein, except by majority vote of the Commission.
- 9) All contracts, after approval by the Commission and review as to form and legality by an attorney designated by the Commission, shall be signed by its Chairman or other person(s) as the Commission may delegate.

SECTION 5.

LOCAL FINANCING:

- A) The Commission shall recommend the dollar amount of each unit's local contribution needed to operate the system in each budget year, on an equitable basis or formula.

- B) Each local unit of government participating agrees to place the issue of continuation of the public transportation service and a property tax levy thereby required on the ballot for a vote of the people; provided no other means of financing a unit's local contribution has been agreed to by the Commission.
- C) Any such vote shall be held on the same date by all units seeking this means of financing. The term of the proposed mileage brought before the voters shall be recommended by the Commission to each participating local unit of government.
- D) Should any special millage proposition fail to receive a majority vote in each locality and the local financial assistance required from each unit is not otherwise attainable, the service may be curtailed or discontinued in all or part of the service area. Provided, however, should any participating local unit of government fail to either pay its local contribution needed to operate the system or should the special millage proposition receive a favorable vote but at a rate less than that recommended by the Commission, then the service area may be reduced accordingly.
- E) Services may be provided in areas which are not participating local units of government, provided that revenues or other assistance are available and budgeted to support the full cost of such services. No funds provided by participating local units of government from mileage or other local sources shall be budgeted or expended in support of services to areas outside those participating local units of government. Other non-participating local units of government may provide funds to the Commission in support of services within their jurisdiction.

SECTION 6.

PERSONNEL:

- A) The manner of employing such personnel as are necessary to accomplish its purposes shall be established by the Commission, but shall not be inconsistent with the provisions of Section 5 (g) of the Urban Cooperation Act of 1967, P.A. 1967, Ex. Sess. No. 7, as amended, incorporated herein by reference and given the same effect as if fully written out.
- B) The Commission shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or disability unrelated to essential job functions. Its non-

discrimination practices shall include, but not be limited to, the following: employment, up-grading, demotion or transfer, recruitment, advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training.

- C) Commission employees and the employees of any organization contracting with the Commission for system operation or maintenance shall be covered by Workers' Compensation Insurance.

SECTION 7.

INSURANCE:

The Commission shall provide vehicle and general public liability insurance in amounts and types of coverage as comparable to that in force in the public transportation industry.

SECTION 8.

SEVERABILITY:

Provisions of this Agreement are deemed to be severable, and should any section, sub-section, clause or portion of this Agreement be declared by a court of competent jurisdiction to be unconstitutional or invalid, the same shall not affect the validity of this Agreement as a whole or any part thereof, other than the part so declared to be unconstitutional or invalid.

SECTION 9.

COPIES OF CONTRACT:

Several copies of this contract may be executed, of which each shall be deemed to be an original.

SECTION 10.

APPROVAL OF THIS AGREEMENT:

- A) This Agreement shall be approved by concurrent resolution of the governing body of each political subdivision, certified copies of which shall be attached hereto.
- B) Prior to its effective date, this Agreement shall be submitted to the Governor of Michigan and the Suburban Mobility Authority for Regional Transportation for review and approval as a condition precedent to its effectiveness.
- C) This Agreement and the powers of the Commission shall be subject to the powers granted to the Suburban Mobility Authority for Regional Transportation (SMART) by 1967 P.A. 204, as amended, and in the event SMART elects to provide any transportation services within the

service area of the Commission, it shall not be required to compensate the Commission as a result of any competition that may result therefrom. Further, SMART's approval of this Agreement shall not be construed as a waiver of any of SMART's rights or powers as prescribed by law.

SECTION 11. EFFECTIVE DATE:

This Agreement shall become effective upon filing with the Clerk of the County of Monroe and with the Secretary of State of the State of Michigan.

SECTION 12. PLACE OF BUSINESS AND AGENT:

The address and agent of the Lake Erie Transportation Commission shall be Lake Erie Transportation Commission, 1105 West Seventh Street, Monroe, Michigan 48161.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 21st day of September 2022.

WITNESSES:

Patricia Weaver

Jamie Wenin

Jessica Burt

Jessica Burt

CITY OF MONROE, MICHIGAN

By: Ronald E. Cloud
Mayor

By: Michelle J. L. V. y.
Clerk

FRENCHTOWN TOWNSHIP

By: William Washburn
Supervisor

By: Kyle T. Bomm
Clerk

CITY OF MONROE
RESOLUTION

WHEREAS, the City of Monroe and Frenchtown Charter Township approved and enacted an Interlocal Agency Agreement for the establishment of the Lake Erie Transportation Commission on February 11, 1980; and

WHEREAS, this Agreement created the Lake Erie Transportation Commission to provide for the operation, management, financing, and planning of transit services; and

WHEREAS, said agreement must be renewed from time to time; and

WHEREAS, millage for the operation of the Lake Erie Transportation Commission has been previously approved by voters in Frenchtown Charter Township and the City of Monroe; and

WHEREAS, this agreement has been amended from time to time, with said amendments being agreed to by the City of Monroe and Frenchtown Charter Township; and

NOW, THEREFORE, BE IT RESOLVED, that the City of Monroe's Mayor and Council approve the renewal of the Interlocal Agency Agreement dated February 11, 2023, with said Agreement to expire February 11, 2028.

Motion by: Felder

Seconded by: Lamour

Ayes: 7 Nays: 0 Absent: 0

I, Michelle J. LaVoy, City Clerk-Treasurer of the City of Monroe, State of Michigan, do hereby certify that the foregoing resolution is an exact copy of a Resolution adopted by the City Council of said City, at a regular meeting thereof held on the 5th day of December, 2022.


Michelle J. LaVoy
City Clerk-Treasurer



RESOLUTION

WHEREAS, the City of Monroe and Frenchtown Charter Township approved and enacted an Interlocal Agency Agreement for the establishment of the Lake Erie Transportation Commission on February 11, 1980; and

WHEREAS, this Interlocal Agency Agreement created the Lake Erie Transportation Commission to provide for the operation, management, financing and planning of transit services; and

WHEREAS, said agreement must be renewed from time to time; and

WHEREAS, millage for the operation of the Lake Erie Transportation Commission has been previously approved by voters in Frenchtown Charter Township and the City of Monroe; and

WHEREAS, said agreement was amended from time to time with said amendments being agreed to by the City of Monroe and Frenchtown Charter Township;

NOW, THEREFORE BE IT RESOLVED, that the Supervisor and Frenchtown Charter Township Board approve the renewal of the Interlocal Agency Agreement dated February 11, 2023 between the City of Monroe and Frenchtown Charter Township and approve the extension and renewal of the amended Interlocal Agency Agreement to expire February, 11, 2028.

Motion by: Kyle Bryant

Supported by: Gary Klemz

ATTACHMENTS:

- Resolution
- Consensus Scoring
- ABM Pricing Breakdown

/CJB

SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION

RESOLUTION

Authorization to Award a Contract for Janitorial Services

- Whereas, All terminal facilities and the transit center for the Suburban Mobility Authority for Regional Transportation (SMART) require janitorial and cleaning services; and
- Whereas, A Request for Proposal (RFP) was advertised and published on Michigan Intergovernmental Trade Network (MITN) and four proposals were received; and
- Whereas, An evaluation and selection committee appointed by the General Manager evaluated the four proposals according to the criteria in the RFP; and
- Whereas, The proposal submitted by ABM Industry Groups, LLC, for option 2 service and pricing were determined to be most advantageous to SMART with price and other specified evaluation factors being considered. Price was determined to be fair and reasonable; and
- Whereas, Adequate funding is available in the Authority's general operating fund; and
- Whereas, The Vice President of Finance is satisfied that ABM Industry Groups has the potential to perform under the terms and conditions of the contract; and
- Whereas, The EEO Department is satisfied that ABM Industry Groups is in compliance with the equal opportunity and affirmative action laws and policies of the Federal and State governments and the affirmative action policies of SMART; now, therefore be it
- Resolved, That the General Manager of the Suburban Mobility Authority for Regional Transportation is hereby authorized to award a three-year contract to ABM Industry Groups, LLC for Janitorial Services for an amount not to exceed \$1,384,776.00 with two, one-year renewal options for a subsequent amount of \$481,400.80 for option year one and \$484,200.80 for option year two. The total cost for the contract shall not exceed \$2,350,377.60. The option years are exercised at SMART's discretion.

CERTIFICATE

The undersigned duly qualified Board Secretary of the Suburban Mobility Authority for Regional Transportation certifies the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Board of the Suburban Mobility Authority for Regional Transportation held on February 23, 2023.

Date

Board Secretary

No. _____

**ABM Price Breakdown
RFP 23-3598A
Janitorial Services
SMART Option II Pricing**

Year 1			Year 3		
Cleaning			Cleaning		
<u>Location</u>	<u>Initial Deep Clean</u>	<u>Annual Price</u>	<u>Location</u>	<u>Annual Price</u>	
Macomb & Hein	\$2,270.00	\$125,052.00	Macomb & Hein	\$125,052.00	
Oakland	\$2,270.00	\$125,052.00	Oakland	\$125,052.00	
Wayne	\$2,270.00	\$125,052.00	Wayne	\$125,052.00	
Royal Oak	\$2,270.00	\$29,244.00	Royal Oak	\$29,244.00	
Windows			Windows		
<u>Location</u>	<u>Annual Price</u>		<u>Location</u>	<u>Annual Price</u>	
Macomb & Hein			Macomb & Hein		
Oakland	\$11,280.00		Oakland	\$11,280.00	
Wayne			Wayne		
Royal Oak			Royal Oak		
Carpet Cleaning			Carpet Cleaning		
<u>Location</u>	<u>Annual Price</u>		<u>Location</u>	<u>Annual Price</u>	
Macomb & Hein	\$3,480.00		Macomb & Hein	\$3,480.00	
Oakland	\$3,480.00		Oakland	\$3,480.00	
Royal Oak	\$1,152.00		Royal Oak	\$1,152.00	
Wayne	\$240.00		Wayne	\$240.00	
Wax			Wax		
<u>Location</u>	<u>Annual Price</u>		<u>Location</u>	<u>Annual Price</u>	
Macomb	\$12,000.00		Macomb	\$13,000.00	
Oakland	\$12,000.00		Oakland	\$13,000.00	
Wayne	\$9,600.00		Wayne	\$10,400.00	
Year One Total	\$466,712.00		Year Three Total	\$460,432.00	
Year 2					
Cleaning					
<u>Location</u>	<u>Annual Price</u>				
Macomb & Hein	\$125,052.00				
Oakland	\$125,052.00				
Wayne	\$125,052.00				
Royal Oak	\$29,244.00				
Windows					
<u>Location</u>	<u>Annual Price</u>				
Macomb & Hein					
Oakland	\$11,280.00				
Wayne					
Royal Oak					
Carpet Cleaning					
<u>Location</u>	<u>Annual Price</u>				
Macomb & Hein	\$3,480.00				
Oakland	\$3,480.00				
Royal Oak	\$1,152.00				
Wayne	\$240.00				
Wax					
<u>Location</u>	<u>Annual Price</u>				
Macomb	\$12,000.00				
Oakland	\$12,000.00				
Wayne	\$9,600.00				
Year Two Total	\$457,632.00				

Option Year 1		Option Year 2	
Cleaning		Cleaning	
<u>Location</u>	<u>Annual Price</u>	<u>Location</u>	<u>Annual Price</u>
Macomb & Hein	\$131,304.00	Macomb & Hein	\$131,304.00
Oakland	\$131,304.00	Oakland	\$131,304.00
Wayne	\$131,304.00	Wayne	\$131,304.00
Royal Oak	\$30,708.00	Royal Oak	\$30,708.00
Windows		Windows	
<u>Location</u>	<u>Annual Price</u>	<u>Location</u>	<u>Annual Price</u>
Macomb & Hein		Macomb & Hein	
Oakland	\$11,472.00	Oakland	\$11,472.00
Wayne		Wayne	
Royal Oak		Royal Oak	
Carpet Cleaning		Carpet Cleaning	
<u>Location</u>	<u>Annual Price</u>	<u>Location</u>	<u>Annual Price</u>
Macomb & Hein	\$3,712.00	Macomb & Hein	\$3,712.00
Oakland	\$3,712.00	Oakland	\$3,712.00
Royal Oak	\$1,228.80	Royal Oak	\$1,228.80
Wayne	\$256.00	Wayne	\$256.00
Wax		Wax	
<u>Location</u>	<u>Annual Price</u>	<u>Location</u>	<u>Annual Price</u>
Macomb	\$13,000.00	Macomb	\$14,000.00
Oakland	\$13,000.00	Oakland	\$14,000.00
Wayne	\$10,400.00	Wayne	\$11,200.00
Option Year One Total	\$481,400.80	Option Year Two Total	\$484,200.80

Summary	
Total Cost for Three Years	\$1,384,776.00
Total Cost for Five Years	\$2,350,377.60

Summary - Score sheet Evaluation
RFP 23-3598A
Janitorial Services

Consensus Scoring Method Option 2 - Based on Vendor Recommended service	Proposed Work Plan	Past Performance and References	Experience Providing Janitorial Services	Expertise and Background of Personnel	Price	Total
	20	20	20	20	20	100
VENDORS						
ABM Industry Groups, LLC	20	20	20	20	9	89
LGC Global Energy FM, LLC	20	20	20	20	7	87
RNA Facilities Management	20	10	20	20	16	86
GDI Services	15	5	0	5	20	45

/RRR

SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION

RESOLUTION

Authorization to Award a Contract for Wayne Terminal Lighting Upgrade Project

- Whereas, The Suburban Mobility Authority for Regional Transportation (SMART) has a need to upgrade and replacement of interior and exterior lighting and exterior cameras at the Wayne Terminal; and
- Whereas, The current lighting at the Wayne Terminal is well beyond its useful life and needs to be replaced with LED lights in the maintenance garage, the exterior of the building, and the parking lot. In addition, exterior cameras will also be replaced with new Avigilon H-4 multi-sensor cameras and fiber optic cabling. The camera replacement and new LED provides a much brighter and safe work area and environment for all; and
- Whereas, A Request for Proposals for Wayne Terminal Lighting Upgrade Project was advertised and competitive proposals were received; and
- Whereas, There were five proposals received and the project was put on hold by the Project Manager upon its release additional information was requested from the vendors and only two vendors submitted the additional information requested. The proposal was evaluated by the Evaluation Committee and HRC according to the evaluation criteria published in the solicitation document. It was determined that the proposal submitted by J Ranck Electric Inc. was both responsive and responsible being the most advantageous to SMART with price and experience considered; and
- Whereas, The purchase amount for this project of \$ 1,678,048.68 is fully funded with Federal and State grants are as follows: MI-2016-025 (5307) Project 40270 State Grant 2012-0170 P42; and
- Whereas, The Vice President of Finance is satisfied that J Ranck Electric Inc. has the potential to perform under the contract terms and conditions; and
- Whereas, The EEO Department is satisfied that J Ranck Electric Inc. is in compliance with the equal opportunity/affirmative action policies of the Federal and State governments and the affirmative action policies of SMART; now, therefore be it
- Resolved, That the Suburban Mobility Authority for Regional Transportation is hereby authorized to approve the purchase of the Wayne Terminal Lighting Upgrade Project in the amount of \$1,678,048.68 to J Ranck Electric Inc.

CERTIFICATE

The undersigned duly qualified Board Secretary of the Suburban Mobility Authority for Regional Transportation certifies the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Board of the Suburban Mobility Authority for Regional Transportation held on February 23, 2023.

Date

Board Secretary

No. _____

Bid Tab RFP 22-3646 Wayne Terminal Lighting Upgrades P.A. R. Rayner	A-Plus Electric Inc Contact: Carl Evanston www.apluselectricinc.biz	J Ranck Electric Contact: Adam Ranck airanck@jranck.com	Conti Electric Contact: Randy Wood www.conticorporation.com	Creative Construction Contact: Alan Hords ahords@creative-construction.us	Decima LLC Contact: Alex Baloch alex.baloch@decimaii.com
Base Bid Lump Sum Price	\$2,675,900.00	\$1,678,048.68	\$1,681,219.00	\$1,377,045.56	\$2,341,373.00
	No DBE No Response to the additional information request sent 11/21/22		No DBE No Lobby Request for additional or missing information sent 11/21/22 bidder responded with incorrect information	No Response to the additional information request sent 11/21/22	

Wayne Terminal Lighting Upgrade Control # 22-3646 P.A. R. Rayner	Price	Experience of the Project Team	References	Completeness of Proposal	Total
	40	30	20	10	100

VENDOR		Member				
J Ranck Electric, Inc 1993 Gover Parkway Mt Pleasant, MI 48858	Finance	40.0	30.0	20.0	10.0	100.0
	General Counsel	40.0	30.0	20.0	10.0	100.0
	Maintenance	40.0	30.0	20.0	10.0	100.0
	Average					100.0
Decima LLC 16870 Schaefer Hwy. Detroit, MI 48235	Finance	29.0	30.0	20.0	10.0	89.0
	General Counsel	29.0	30.0	20.0	10.0	89.0
	Maintenance	29.0	30.0	20.0	10.0	89.0
	Average					89.0