



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

Board of Directors Meeting

March 24, 2022



Suburban Mobility Authority for Regional Transportation

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

ROLL CALL

Board of Directors Meeting

Date: March 24, 2022

CHAIRPERSON, MS. VICKI WOLBER

VICE-CHAIRPERSON, MS. HILARIE CHAMBERS

MR. ABDUL HAIDOUS

MR. ROYCE MANIKO

MR. KHALIL RAHAL

MR. BRET RASEGAN

MR. JOHN PAUL REA

Tiffany Martin-Patterson, SMART Board Secretary



**SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION
BOARD OF DIRECTORS MEETING
THURSDAY, MARCH 24, 2022
2:00 PM**

AGENDA

<u>ITEM:</u>	<u>ACTION:</u>	<u>PRESENTED BY:</u>
1. Call to Order		V. Wolber
A) Pledge of Allegiance		
2. Roll Call		T. Martin
3. Adoption of Agenda	Approval	V. Wolber
4. Certification of Public Notice	Information	T. Martin
5. Minutes		
A) Board Meeting Minutes For February 24, 2022	Approval	V. Wolber
6. Public Participation	Discussion	V. Wolber
7. Chairperson's Report	Information	V. Wolber
8. General Manager's Report	Information	D. Ferrell
<i>A) Milestone Service Certificates – 25-Plus Years</i>		
<i>B) Millage Steps</i>		
<i>C) Flex Zones Update</i>		
<i>D) Compensation Study</i>		
9. New Business		
A) Resolution: Authorization for a Purchase Order Change Action (POCA) #2 for LETC Monroe City Hall Transfer Station Project POCA 22-3564	Approval	D. Ferrell
B) Resolution: Authorization to Award a Two-Month Contract Extension for TPA for Sickness and Accident Program, Short Term Disability Insurance Service #22-3577	Approval	D. Ferrell
C) Resolution: Authorization for a Purchase Order Change Action (POCA #2) for Micro Transit Pilots POCA #20-3247	Approval	R. Cramer

D) Resolution: Interlocal Agreement	Approval	R. Cramer
E) Resolution: Authorization to Award a Contract for Office Supplies and Office Related Products #22-3530	Approval	B. Gibbons
F) Resolution: Authorization to Award a One-Time Purchase of Heavy-Duty Diagnostic Scanners #22-3527A	Approval	L. Burt
G) Resolution: Authorization to Award a Contract for Bus and Frame Repair Services #22-3536	Approval	L. Burt
H) Resolution: Authorizing the General Manager to Approve the Revised Cost for Wide Area Network (WAN) #21-3387	Approval	M. Evans
I) Resolution: Authorization for Purchase Order Change Action #1 Additional Hardware Services for the Computer Network Hardware and Software Project POCA 22-3575	Approval	M. Evans
J) Resolution: Budget Amendment to the FY2021/22 General Operating Budget – Micro Transit Service Expansion	Approval	R. Bryne
K) Resolution: Authorization to Appoint the 2022-2023 Budget Committee of the SMART Board of Directors	Approval	R. Bryne
10. Board Member Business	Discussion	V. Wolber

Adjournment



Suburban Mobility Authority for Regional Transportation

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PUBLIC NOTICE

SMART will hold the March 24, 2022 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.

Consistent with Federal TSA Mask Mandate, MiOSHA, and SMART policies; all physically present at the meeting must adhere to the following policies:

- Wear a mask at all times regardless of vaccination status
- Pass a temperature check and health screening questionnaire prior to 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](http://www.smartbus.org/About/Our-Organization/Board-of-Directors/Board-Meeting-Schedule)

Members of the public may attend in person, or virtually/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: (313) 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 at 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 advance 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

PROPOSED MINUTES – February 24, 2022

A meeting of the Board of Directors of the Suburban Mobility Authority for Regional Transportation (SMART) was held on Thursday February 24, 2022 at 2:05 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. Vicki Wolber
	Vice-Chairperson	Ms. Hilarie Chambers
		Mr. Khalil Rahal
		Mr. Bret Rasegan
		Mr. John Paul Rea
Absent Board Members:		Mr. Abdul Haidous
		Mr. Royce Maniko
SMART General Manager:		Mr. Dwight Ferrell
SMART Board Secretary:		Ms. Tiffany Martin-Patterson
SMART Staff Present:		Ms. Truvae Adams
		Mr. Brandon Adolph
		Ms. Melinda Arndt
		Ms. Laura Bieniek
		Mr. Ryan Byrne
		Ms. Sabrina Clay
		Mr. Robert Cramer
		Ms. Laura Emerson
		Mr. Melvin Evans
		Mr. Dustin Hagfors
		Ms. Melissa Hightower
		Mr. Dana Hilthon
		Mr. Kevin Hobson
		Ms. Lynette Hurt
		Ms. Carol Jones
	Ms. Diane Jones	
	Ms. Angie Kelley	
	Ms. Nicole Mack	
	Ms. Laila Malki	

Ms. Carmen Morgan
Ms. Anika Parker
Mr. Konner Petz
Ms. Nichole Peters
Ms. Michele Pollock
Ms. Sara Price
Mr. Sean Riopelle
Ms. Shana Shore
Ms. Madonna Van Fossen
Mr. Mark Watson
Ms. Patty Wailing
Ms. Dea Weathers
Mr. D’Andrae Whitley
Ms. Jackie Wilcoxson

Public Registered:

None

1. Call to Order

A) Pledge of Allegiance

2. Roll Call

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

Absent: Mr. Royce Maniko & Mr. Abdul Haidous

A quorum was present.

3. Adoption of Agenda

MOTION: Moved by Mr. John Paul Rea, seconded by Mr. Khalil Rahal, to approve the agenda for the February 24, 2022 Board meeting.

DISCUSSION

None

VOTE: THE MOTION CARRIED.

4. Public Notice and Rules of Order

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

5. Minutes

A. Board Meeting Minutes for January 27, 2022

MOTION: Moved by Mr. Brett Rasegan, seconded by Mr. Khalil Rahal, to approve the Board meeting minutes for January 27, 2022.

DISCUSSION:

None

VOTE: THE MOTION CARRIED.

6. Public Participation

Chairperson Ms. Vickie Wolber declared the meeting open for Public Participation.

7. Chairperson's Report

DISCUSSION:

Chairperson Ms. Wolber informed the Board she attended the APTA Board Member Conference by Zoom. Ms. Wolber mentioned creating Committees of the Board and mentioned the possibility of SMART's Chairperson serving more than one term. She also mentioned the Board is interested in touring SMART's terminals. She requested Mr. Ferrell research the Millage process. Condolences were extended to Mr. Haidous and his family for their loss.

8. General Manager's Report

DISCUSSION:

Mr. Ferrell stated he would schedule tours of the terminals for the Board. He also informed the Board the mechanics and operators were provided overnight hotel stays for the snowstorm. Mr. Ferrell informed the Board he will ask for a Strategic Planning Committee at the May board meeting.

Ms. Chambers said she would like to see SMART's Flex service redirected to other communities that can benefit from service. Mr. Ferrell stated he will provide the Board with other possible service areas.

9. 2nd Quarter Financial Report

MOTION: Moved by Mr. John Paul Rea, seconded by Mr. Khalil Rahal, that the Board of Directors of the Suburban Mobility Authority for Regional Transportation is hereby authorized to receive and file the 2nd Quarter Financial Report.

DISCUSSION:

None

VOTE: THE MOTION CARRIED.

10. New Business

A. **Resolution: Authorization to Approve a Purchase Order Change Action Service Adjustments Module to Swiftly, Inc**

MOTION: Moved by Mr. Bret Rasegan, seconded by Mr. John Paul Rea, that the Board of Directors of the Suburban Mobility Authority for Regional Transportation is hereby authorized to approve POCA # 1 in the amount of \$55,510.00 to Swiftly, Inc.

DISCUSSION:

None

VOTE: THE MOTION CARRIED.

B. **Resolution: Authorization to Award a Two-Month Contract Extension for Sludge and Wastewater Removal Services**

MOTION: Moved by Mr. John Paul Rea, seconded by Mr. Bret Rasegan, that the Suburban Mobility Authority for Regional Transportation is hereby authorized to authorized to Award a Contract Extension to Birks Works for Sludge and Wastewater Removal Services starting March 1, 2022, through April 30, 2022 for an amount of \$21,000. All pricing, terms and conditions are based on the current contract and the service shall remain unchanged.

DISCUSSION:

None

VOTE: THE MOTION CARRIED.

C. Resolution: Ratification of Final Payment for Additional Automated Passenger Counting Systems

MOTION: Moved by Mr. John Paul Rea, seconded by Mr. Khalil Rahal, that the Suburban Mobility Authority for Regional Transportation is hereby authorized to approve a final payment for 23 additional APC units in the amount of \$81,190.00 to Urban Transit Associates Inc.

DISCUSSION:

None

VOTE: THE MOTION CARRIED.

D. Resolution: Authorization to Award a Contract to Upgrade Optical Insurance & Safety Glasses Program

MOTION: Moved by Ms. Hilarie Chamber, seconded by Mr. Mr. Khalil Rahal, that the Suburban Mobility Authority for Regional Transportation is hereby authorized to Award a three-year Contract with two one-year renewal option for a total amount of \$242,994.00 for Optical Insurance & Safety Glasses to Single Vision Solutions Inc. (SVS Vision).

DISCUSSION:

None

VOTE: THE MOTION CARRIED.

E. Resolution: Authorization for Purchase Order Change Replace 28 Light Fixtures on Poles at the Oakland Terminal

MOTION: Moved by Mr. Bret Rasegan, seconded by Mr. John Paul Rea, that the That the Suburban Mobility Authority for Regional Transportation is hereby authorized to approve POCA # 3 in the amount of \$16,000.00 to Applied Building Services.

DISCUSSION:

None

VOTE: THE MOTION CARRIED.

F. Resolution: Authorization to Award a Contract to Upgrade Emergency Phone System 4G LTE with a Radio Upgrade Kit

MOTION: Moved by Mr. John Paul Rea, seconded by Mr. Bret Rasegan, that the Suburban Mobility Authority for Regional Transportation is hereby authorized to approve a contract in the amount of \$68,200.00 to Case Emergency Systems.

DISCUSSION:

None

VOTE: THE MOTION CARRIED.

G. Resolution: Authorization to Board Chairperson to Award a One-Month Interim Contract for Wide Area Network

MOTION: Moved by Mr. John Paul Rea, seconded by Mr. Bret Rasegan, that the Suburban Mobility Authority for Regional Transportation is hereby authorized to Award a One-Month Interim Contract to Crown Castle Fiber for Wide Area Network from March 1, 2022 through March 31, 2022 for an amount of \$6,200.00. All pricing, terms and conditions are based on the current, previously approved contract and the service shall remain unchanged.

DISCUSSION:

None

VOTE: THE MOTION CARRIED.

11. Executive Session

Roll Call

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

MOTION: Moved by Mr. John Paul Rea, seconded by Mr. Khalil Rahal that the Board of Directors of the Suburban Mobility Authority for Regional Transportation **proceed into** Executive Session to discuss the

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. Khalil Rahal, seconded by Mr. John Paul Rea, 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

DISCUSSION:

None

Adjournment

There being no further business to come before the Board, upon motion made by Mr. John Paul Rea, seconded by Mr. Khalil Rahal, and unanimously carried, the meeting adjourned at 2:52 PM.

Respectfully submitted,

Tiffany Martin-Patterson

Tiffany Martin-Patterson
Secretary to the Board of Directors

SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION RESOLUTION

RESOLUTION

Authorizing the General Manager to Approve a Purchase Order Change Action (POCA) #2 for the LETC Monroe City Hall Transfer Station Project

Whereas, The Suburban Mobility Authority for Regional Transportation (SMART) is requesting a Purchase Order Change Action for additional modifications to the LETC Monroe City Hall Transfer Station Project; and

Whereas, A POCA #2 submitted in the amount of \$58,937.00 is needed to redesign the canopy. Hubbell Roth & Clark have determined that the cost as outlined in Bulletins 4 is fair and reasonable; and

Whereas, Funding for POCA #2 will be funded via Project No. 42230/40955 Federal No. MI-2020-061(5339)/MI-2018-018 (5339) State No. 2017-0130 P24/2017-0130 P11; and

Whereas, The Director of Finance is satisfied that LaSalle Construction Services has performed under the contract terms and conditions; and

Whereas, The EEO Department is satisfied that LaSalle Construction Services is in compliance with the equal opportunity/affirmative action policies of the Federal and State government and the affirmative action policies of SMART; now, therefore be it

Resolved, That the General Manager of Suburban Mobility Authority for Regional Transportation is hereby authorized to approve POCA #2 in the amount not to exceed \$58,937.00 to LaSalle Construction Services.

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 March 24, 2022.

Date

Board Secretary

No. _____



**LAKE ERIE TRANSIT TRANSFER STATION
MONROE CITY HALL
BULLETIN NO. 4**

FEBRUARY 9, 2022

SMART PO 102576

CONSULTING ENGINEER: Hubbell, Roth & Clark, Inc.

CONTRACTOR: LaSalle Construction Services

This Bulletin is issued after the award of the Contract to provide for changes in the work.

The Contractor will be held to furnish material and labor required for completion of the work described, including items incidental thereto or necessary to complete the work properly, even though not specifically mentioned. The Request for Proposals, General Conditions, General Requirements, and other relevant contract specifications for the original work are to govern the work covered by this Bulletin unless otherwise mentioned.

GENERAL

This Bulletin contains changes in the scope of the work listed below. The Contractor shall state the change in cost to complete the work described herein as an increase or decrease to the total contract cost. Pricing shall include costs for labor, materials, equipment, and insurance. After the Owner has approved the cost, the Contractor's Purchase Order will be amended accordingly. The proposed cost change is not authorized until the amended Purchase Order has been issued.

REVISIONS

1. The canopy has been redesigned to allow its footings to be installed in locations that clear underground obstructions identified at the site.
2. The door stoop has been revised.
3. Control joints were added to the retaining wall.
4. The following Drawings have been revised or added and are included with this Bulletin.
 - C-3, New Site Plan
 - CD-1, Civil Details
 - CD-2, Civil Details
 - A-7, Revised Canopy Layout Plan

CHANGE IN COST

This Bulletin includes the cost increase for modifications to the canopy, as well as additional material testing and construction layout required based on the canopy revisions. Based on the revisions contained in this Bulletin, the proposed contract cost change is provided below.

Description of Work		Increase or Decrease	Contract Change
1	Section 1 – Site Work	Increase	\$51,574.79
2	Section 2 – Structural Construction		\$0.00
3	Section 3 – Architectural		\$0.00
4	Section 4 – Mechanical Construction		\$0.00
5	Section 5 – Electrical Construction		\$0.00
6	General Requirements	Increase	\$7,362.21
Total Contract Change		Increase	\$58,937.00

Original Contract Value	\$774,999.88
Contract Change Order No. 4	\$58,937.00
All Prior Change Orders	\$41,911.89
New Contract Value	\$875,848.77

Accepted by: *Gino Palermo* 2/9/22
 LaSalle Construction Services

Recommended by: Patrick Haire, P.E.
 Patrick M. Haire, P.E., Hubbell, Roth & Clark, Inc.

Digitally signed by Patrick Haire, P.E.
 DN: cn=US, E=phaire@hrceng.com, O=Hubbell,
 Roth & Clark, Inc., CN=Patrick Haire, P.E.
 Reason: I am the author of this document
 Date: 2022.02.09 12:23:39 -05'00'

Approved by: *Paul Vajcner* 2/9/2022
 Paul Vajcner, Lake Erie Transit



2/7/22
Paul Vajcner
SMART Lake Erie Transit
535 Griswold Street, Suite 600
Detroit, MI 48226

RE: LETC Monroe – Bulletin #4 Canopy Re-design Response to HRC

Dear Mr. Vajcner,

We are pleased to supply all labor, material and equipment to complete work noted in Bulletin #4, Canopy Re-Design, for the lump sum of:

FIFTY EIGHT THOUSAND NINE HUNDRED THIRTY SEVEN DOLLARS (\$58,937.00)

Response to HRC line item 1.c. GC Cost Breakdown

- This is understood, updated GC cost did not and does not now include any additional time to complete the interior space, exterior only.
- Below pricing & break down based on updated substantial completion date of June 17, 2022; Final completion of July 8, 2022
- General requirement cost is based of base bid & duration. This does not cover additional time or cost incurred.

The Above Pricing Includes the Following Scope of Work:

1. Extended General Conditions:

- a. The canopy had an initial delivery date of 11/29/21 before owner's A/E HRC directed to put the order on hold due to unforeseen underground obstructions. Due to this stoppage, the manufacturer must go back to design phase to submit updated shop drawings. This is a 3-4 week process after approval of cost. The lead time for canopy is expected to range between 20-26 weeks after approval of updated shops. Final completion of this project was originally set to be 2/1/22. Updated final completion cannot be determined at this time without knowledge of how long review & approval will take. However, based off assumption we forecast this date being pushed into May or June 2022.
- b. In effort to keep extra general conditions cost down, there is non-performance time incorporated.
 - i. *Period from completion of exterior concrete work until delivery of the structural canopy will be "non-performance" time. LaSalle will demobilize from project after completion of contracted work not associated with canopy steel & panel installation are completed.*

c. GC Cost Breakdown:

- i. Base Bid Completion Date: 2/01/2022
- ii. Rough Estimated New Completion Date (Pending review period): 7/08/2022
- iii. Working days in completion date extension = 72 Days (Hours per employee worked based off 8 hr days = 576 Hrs)
- iv. Working days accounted for minus "non-performance" time = 42 Days (Hours per employee worked based off 8 hr days = 336 Hrs)
- v. General Superintendent: 184 hrs x \$100.00 = \$18,400.00
- vi. Civil Foreman: 152 hrs x \$94.66 = \$14,388.32
- vii. Project Manager: 64 hrs x \$125.00= \$8,000.00
- viii. Sub-total = \$40,788.32 x 15% Fee (OH & P) = \$6,152.72

ix. Extended GC Total: \$46,941.04

2. Additional excavation that was performed to expose underground obstructions
 - a. Total: \$3,434.70
3. Backfill of excavation for original canopy foundation locations
 - a. Total: \$2,402.86
4. Lay out of foundation locations
 - a. Total: \$668.56
5. Excavation of updated location for canopy foundations
 - a. Total: \$2,615.35
 - b. Equipment Cost for Lines 2-5: \$1,665.00

Line #'s 3 - 6: Sub-total = \$10,786.47 X15% Fee (OH & P) = \$1,209.49

Line #'s 3 - 6: Total: \$11,995.96

The Above Pricing Does Not Include the Following:

1. Area free and clear to complete our work.
2. We have not included any removal and/or disposal of hazardous or contaminated material.
3. We have not included any additional or exploratory excavation including for existing underground interferences.
4. No overtime (Off hours & Weekends) **Response to HRC Exclusion 4. This exclusion is always noted on our proposals. Our cost breakdown is to cover straight time for our employees. LaSalle understands what is stated in the technical specs for base bid and is willing to work with owner if such OT cost are to arise regarding Bulletin #3. Our intent & pricing reflects completing this work during normal working hours.**

We appreciate the opportunity to provide our services to you for this bulletin. If you have any questions or require additional information, please contact us at any time.

Sincerely,

A handwritten signature in black ink that reads "Gino Palermo".

Gino Palermo

Project Manager

C: (734) 626-7530

E: Gwpalermo@lasalleinc.com

SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION

RESOLUTION

Authorizing the General Manager to Award a Two-Month Contract Extension for TPA for Sickness and Accident Program, Short Term Disability Insurance Services

- Whereas, Board authorization is requested to award a two-month contract extension to The Hartford Financial Services Group, Inc. to allow for additional time needed to evaluate the proposals received for the solicitation; and
- Whereas, The two-month contract extension with The Hartford Financial Services Group, Inc. will start April 1, 2022 through May 31, 2022 for an amount of \$7,000; and
- Whereas, Funding for the two-month contract extension is available in the Authority's general fund; and
- Whereas, The Director of Finance is satisfied that The Hartford Financial Services Group, Inc. has the potential to perform under the terms and conditions of the contract; and
- Whereas, The EEO Department is satisfied that The Hartford Financial Services Group, Inc. is in compliance with the equal opportunity and affirmative action laws and policies of the Federal and State governments and SMART; now, therefore be it
- Resolved, That the General Manager of Suburban Mobility Authority for Regional Transportation is hereby authorized to Award a Contract Extension for TPA for Sickness and Accident Program, Short Term Disability Insurance services starting April 1, 2022 through May 31, 2022 for an amount not to exceed \$7,000 to Hartford Financial Services Group, 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 March 24, 2022.

Date

Board Secretary

No. _____

**CONTRACT EXTENSION BETWEEN THE
SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION
AND HARTFORD FINANCIAL SERVICES GROUP, INC
FOR THE EXTENSION OF TPA FOR SICKNESS AND ACCIDENT PROGRAM,
SHORT TERM DISABILITY INSURANCE**

This Contract Extension (“Extension”) is made between Suburban Mobility Authority for Regional Transportation (“SMART”), an entity organized under the provisions of Act 204 of the Public Acts of 1967, as amended, and Hartford Financial Services Group, Inc. (“Vendor”) to issue a contract extension to Hartford Financial Services Group, Inc. to continue to provide SMART with TPA for sickness and accident program, short term disability insurance for the entire authority.

The term of the Extension shall be from April 1, 2022 through May 30, 2022, at which time SMART expects that a new, competitively solicited contract will be awarded.

All terms and conditions of SMART’s RFP 17-2231 TPA for sickness and accident program, short term disability insurance Solicitation and Vendor’s Offer for that work shall govern this Extension and are incorporated by reference. All terms and conditions in that original offer shall remain unchanged.

This Extension shall constitute the entire agreement between the parties hereto and supersede any and all prior agreements, oral or written, except as for otherwise stated herein. Waiver of any breach of this Extension shall not be construed as a continuing waiver of other breaches of the same or other provisions of this Extension. This Extension shall be governed by the laws of the State of Michigan.

The Parties acknowledge and agree that this Extension may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. The Parties agree that the electronic signatures appearing on this Extension are the same as handwritten signatures for the purposes of validity, enforceability and admissibility. Without limitation, “electronic signature” shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

The Parties acknowledge that they have read and understand this Extension and that the signatories below have affixed their signatures and affirmed that they are authorized to execute this Extension, for the purpose of binding their respective Principals.

IN WITNESS WHEREOF the parties have executed this Extension by their properly authorized signatories:

THE HARTFORD FINANCIAL
SERVICES GROUP, INC.

SMART

By:
Its:

By: Dwight Ferrell
Its: General Manager

Date: _____

Date: _____

increase the drivers and vehicles on the road as needed to keep average response times below 20 minutes (currently Pontiac is above 20 minutes and still growing). The increased authorization will allow additional hours to be added at the contract rate of \$44.55 per hour paid to Via based on driver hours actually provided. The authorization is a not-to-exceed number, and will only be used as needed to deliver services and provide the necessary supply to maintain reasonable response times during hours of operation.

FUNDING & COSTS:

The project is funded via SMART Operating Funds.

Breakdown of the two components of this request:

Converting QuickConnect. The additional cost for converting the QuickConnect area into a SMART Flex zone is not to exceed \$1,050,000 through the end of the base term ending February 2023. This amount includes an increase in weekday hours and addition of both weekend days – an increase of nearly 40% over the current hours the QuickConnect is available, at a cost that is less than the fully allocated cost SMART is currently spending to operate the service in Farmington/Farmington Hills.

Increasing Available Supply. The additional cost for additional driver hours allows SMART to work with Via to adjust (up or down) the vehicles and drivers on the road in response to the performance of the service. This increase is not to exceed \$1,700,000 through the end of the base term ending February 2023. A top goal of this pilot program is to truly learn the function, cost, and parameters of a convenient and attractive service – which means the response times should average 15 minutes or less. In order to truly gauge the success of this service model, we need to see the pilot through with an investment that allows the response times to remain attractive. Given the recent rapid growth of the Pontiac/Auburn Hills zone, and ongoing growth in other zones, we’re requesting approval to increase the maximum service hours by approximately 39% to use in areas where the response times average exceeds 20 minutes.

Impacts on Each Fiscal Year:

The additional costs for the remainder of Fiscal Year 2022 are estimated to be \$550,000 (ends June 30, 2022) and will be covered by a separate proposed budget amendment.

The additional costs for the Fiscal Year 2023 are estimated to be \$2,200,000 and will be included in the proposed budget for Board consideration in May.

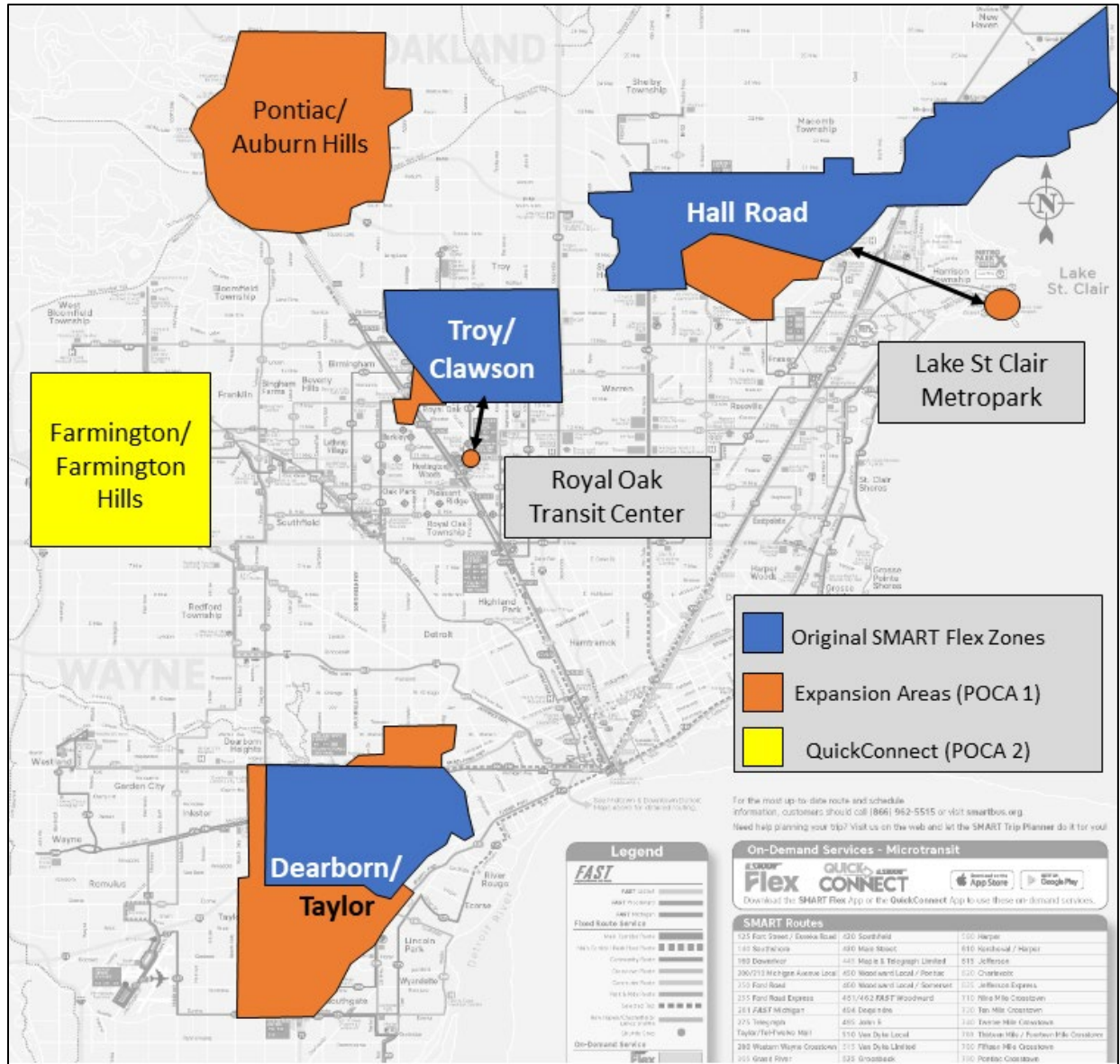
The contract costs are summarized as follows:

	Date Approved/ Recommended	Cost
Base Term (2 Years) - 2021-2023	December 2020	\$4,795,640
POCA # 1: <i>Dearborn, Pontiac/Auburn Hills, Hall Rd Expansions</i>	July 2021	\$1,107,479
POCA #2: <i>QuickConnect Conversion, Additional Supply</i>	March 2022 <i>(requested)</i>	\$2,750,000
New Base Term Total		\$8,653,119
Option Yr. 1 - 2023-2024		\$2,325,886
Total Max		\$10,979,005

ATTACHMENTS:

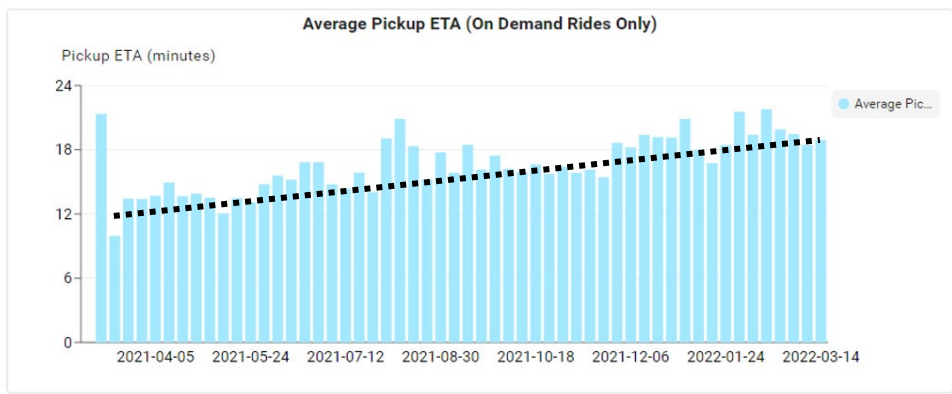
- Service Flex Zones History Map and System-Wide Average Pickup ETA
- Resolution

SMART Flex Zones History and Growth



System-Wide Average Pickup ETA March 2021 – March 2022

Increased from approximately 12 minutes average to approximately 18 minutes average



Date: March 24, 2022

DISPOSITION SOUGHT: Board Approval

To: SMART Board of Directors

SUBMITTED BY: General Manager

From: Transportation

APPROVED BY: Certification Committee

Subject: Authorization to enter into an interlocal agreement with Oakland County for the provision of transportation services to veterans and their dependents within Oakland County to the Veteran's Services offices located in Pontiac and Troy.

Recommendation

That the Board adopt the attached Resolution authorizing SMART to enter into an interlocal agreement with Oakland County to provide transportation services to veterans in Oakland County. The provision of transportation services will enable veterans to travel to and from the Veteran's Services offices for the purpose of enrolling in veterans' benefits.

Discussion

Oakland County has received a grant from the Michigan Veteran's Affairs Agency County Veteran's Service Fund (CVSF). Oakland County wishes to utilize grant funds for the purpose of providing origin to destination transportation for veterans and their dependents by partnering with SMART. SMART is asking the Board to approve an interlocal agreement pursuant to which SMART will provide transportation to veterans and their dependents within Oakland County who are in need of a ride to and from either of the Veteran's Services offices located in Pontiac or Troy in order to complete the application process for the veteran's benefits. The cost of each ride will be \$45, which will be reimbursed by Oakland County using grant funds. SMART will work with its numerous service providers to facilitate the veteran transportation services. The term of the interlocal agreement shall begin on April 1, 2022, and end on September 30, 2022.

Attachments

- Resolution

SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION

RESOLUTION

Authorization to enter into an interlocal agreement with Oakland County for the provision of transportation services to veterans and their dependents within Oakland County to the Veteran's Services offices located in Pontiac and Troy.

-
- Whereas, Board authorization is requested to enter into an interlocal agreement with Oakland County; and
- Whereas, Oakland County has received a grant from the Michigan Veteran's Affairs Agency County Veteran's Service Fund (CVSF); and
- Whereas, Oakland County wishes to partner with SMART for the provision of origin to destination transportation services for veterans and their dependents in Oakland County; and
- Whereas, SMART has the ability to provide transportation services to veterans and their dependents within Oakland County who are in need of a ride to and from either of the Veteran's Services offices located in Pontiac or Troy in order to complete the veteran's benefits application process; and
- Whereas, SMART will provide the veteran transportation services at a cost of \$45 per ride, which will be invoiced every thirty (30) days to Oakland County; and
- Whereas, Oakland County will pay invoices within thirty (30) days of receipt from SMART with funds from the Michigan Veteran's Affairs Agency County Veteran's Service Fund (CVSF) grant; and
- Whereas, The term of the interlocal agreement will be April 1, 2022 through September 30, 2022. SMART; now, therefore be it
- Resolved, That SMART is hereby authorized to enter into an interlocal agreement with Oakland County for the provision of transportation services to veterans and their dependents within Oakland County to the Veteran's Services offices in Pontiac and Troy.

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 March 24, 2022.

Date

Board Secretary

OAKLAND COUNTY INTERLOCAL AGREEMENT

BETWEEN

OAKLAND COUNTY

AND

**SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION
(SMART)**

This Agreement (“Agreement”) is made between Oakland County, a Michigan Municipal Corporation, 1200 North Telegraph, Pontiac, Michigan 48341 (“County”), and Suburban Mobility Authority for Regional Transportation, Buhl Building, 535 Griswold Street Suite 600, Detroit, MI 48226 (“SMART”). In this Agreement, the County or SMART may also be referred to individually as Party or jointly as “Parties”.

Legal Authority.

The Parties are authorized to enter into this Agreement pursuant to P.A. 1967, No. 7 (MCL 124.501 et seq.).

Purpose of Agreement. The purpose of this agreement is to establish and administer a program providing origin to destination transportation for Veterans and their dependents consistent with the Scope of Services attached as Exhibit A.

Agreement Documents mean the following documents, which this Agreement includes and incorporates:

Exhibit A: Scope of Services

Exhibit A and any subsequent amendments thereto shall be subject to the Terms and Conditions set forth below. In the event of any conflict between Exhibit A and the Terms and Conditions, the language of Exhibit A shall control.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree as follows:

1. **Obligations of the Parties.**

A. Responsibilities of the County:

- i. The County shall utilize grant funds from the Michigan Veteran's Affairs Agency County Veteran's Service Fund (CVSF), in the current amount of \$150,000, to reimburse SMART for its facilitation and administration of origin to destination transportation services for veterans and their dependents as described and agreed upon in Exhibit A.
- ii. The County will assist and cooperate with SMART in the facilitation of this program.

B. Responsibilities of SMART:

- i. SMART agrees to render the services specified in the Scope of Services, attached hereto as Exhibit A.

2. **Grant Funds.** The funds supplied for this Agreement are grant funds from the Michigan Veteran's Affairs Agency County Veteran's Service Fund (CVSF).

3. **No Indemnification.**

- Each Party shall be responsible for any Claims made against that Party and for the acts of its Employees or Agents.
- In any Claim that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation including any attorney fees.
- Except as otherwise provided in this Agreement, neither Party shall have any right under any legal principle to be indemnified by the other Party or any of its employees or Agents in connection with any Claim.
- This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for any Party.

4. **No Implied Waiver.** Except as otherwise expressly provided for in this Agreement:

- Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement.
- No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement.
- No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

5. **Reservation of Rights.** This Agreement does not and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, immunity, or governmental immunity of the Parties.
6. **Costs.** The Parties shall not pay any fees, costs, fines, or demands arising out of the activities to be carried out pursuant to this Agreement, except as provided herein.
7. **Termination or Cancellation of Agreement.** Any Party may terminate or cancel this Agreement for any reason upon thirty (30) calendar days written notice to the other Parties.
8. **Notice.** All notices or other communications shall be sent by first class mail to all Parties at its address set forth above or such other address as a Party may subsequently designate in writing. Any written notice required or permitted under this Agreement shall be considered delivered to a Party as of the date that such notice is deposited, with sufficient postage, with the U.S. Postal Service.
9. **Monitoring.** The Parties agree to keep accurate and complete records of, and substantiating documentation (e.g., bills, invoices, cancelled checks, receipts) for, all uses of the proceeds for a period of three years after the effective date of this agreement and upon written request, produce any such records and substantiating documents.
10. **Audits.** The Parties agree that financial records relating to this Agreement will be available upon request and reasonable notice for review or audit by County or other appropriate officials for a period not to exceed seven (7) years from the completion of this Agreement.
11. **Compliance with Laws.** Each Party shall comply with all federal, state, and local statutes, ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.
12. **Delegation/Subcontract/Assignment.** Except as provided in this Agreement no Party shall delegate, subcontract, and/or assign any obligations or rights under this Agreement without the prior written consent of the other Party.
13. **Severability.** If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.
10. **Governing Laws.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan regardless of its conflict of laws provisions.
11. **Jurisdiction and Venue.** Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim(s) arising under or related to 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 or court rule, venue is proper in the courts set forth above. The

choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Agreement to enforce such judgment in any appropriate jurisdiction.

12. **Independent Contractor.** The Parties agree that at all times and for all purposes under the terms of this Agreement, the Parties' legal status and relationship shall be that of an Independent Contractor. Except as expressly provided herein, each Party will be solely responsible for the acts of its own employees, agents, and servants during the term of this Agreement. No liability, right or benefits arising out of an employer/employee relationship, either express or implied, shall arise or accrue to any Party as a result of this Agreement.
13. **Discrimination.** The Parties shall not discriminate against their employees, agents, applicants for employment, or another person or entities with respect to hire, tenure, terms, conditions, and privileges of employment, or any matter directly or indirectly related to employment in violation of any federal, state or local law.
14. **Force Majeure.** Each Party shall be excused from any obligations under this Agreement during the time and to the extent that a Party is prevented from performing due to causes beyond the Party's control, including, but not limited to, an act of God, war, fire, strike, labor disputes, civil disturbances, reduction of power source, pandemic or any other circumstances beyond the reasonable control of the affected Party. Reasonable notice shall be given to the other party of any such event.
15. **Breach.** If a Party or Parties are found to have breached this Agreement, and as a result of the breach grant funds are required to be refunded, the breaching Party or Parties are responsible for the refunding of grant money.
16. **Effective Date and Duration of the Agreement.**
 - The Parties agree that this Agreement, and/or any subsequent amendments thereto, shall not become effective prior to the approval by the Oakland County Board of Commissioners and Suburban Mobility Authority for Regional Transportation. The approval and terms of this Agreement, and/or any possible subsequent amendments thereto when possible, shall be entered in the official minutes and proceedings of the Oakland County Board of Commissioners and SMART and shall also be filed with the office of the Clerk of the County.
 - This Agreement shall remain in effect until it is cancelled or terminated by either of the Parties as provided herein or as set forth in Exhibit A.
17. **Agreement Modification.** Any modifications, amendments, recessions, waivers, or releases to this Agreement must be in writing and agreed to by both Parties.
18. **Entire Agreement.** This represents the entire agreement and understanding between the Parties. This Agreement supersedes all other oral or written agreements and memorandums between the Parties regarding this subject matter.

Oakland County

Signature: _____ Date: _____

David Woodward
Chairman
Oakland County Board of Commissioners

Suburban Mobility Authority for Regional Transportation (SMART)

Signature: _____ Date: _____

Dwight Ferrell
General Manager
Suburban Mobility Authority for Regional Transportation

EXHIBIT A: Scope of Services

The Scope of Services to be provided by the Suburban Mobility Authority for Regional Transportation (SMART) to Oakland County pursuant to an Interlocal Agreement for the utilization of grant funds by Oakland County received from the Michigan Veteran's Affairs Agency County Veteran's Service Fund (CVSF) for the purpose of providing origin to destination transportation for veterans and their dependents is set forth as follows:

1. Subject to availability, origin to destination transportation services shall be provided five (5) days per week, Monday through Friday, between any location in Oakland County and the closest Veteran's Services office location at either Building 26E, 1200 N Telegraph Rd., Pontiac, MI 48341 or 1151 Crooks Rd., Troy, MI 48084.
2. Subject to availability, the hours of service to be provided shall accommodate arrivals by 8:00 a.m. and departures up to 6:30 p.m. Provider SMART shall facilitate all scheduling.
3. The services shall be available throughout all of Oakland County. SMART may partner with other transportation service providers as needed in order to achieve full geographic coverage of Oakland County. SMART, and its partners will utilize a shared ride system to provide the origin to destination transportation.
4. The cost per ride to be paid by Oakland County from the grant funds shall be \$45.00.
5. SMART shall provide ADA compliant vehicles when needed or requested.
6. SMART shall provide a dedicated program phone number and email address to allow all customers full access to the program.
7. SMART shall provide to Oakland County an itemized, per ride invoice every 30 days; Oakland County shall reimburse SMART from program funds within 30 days of receiving the invoice.
8. Duration of the program shall be from April 1, 2022 until September 30, 2022.
9. This Scope of Services may be amended in writing by mutual consent of the parties. Any such amendments shall be incorporated by reference into the Interlocal Agreement, and shall be subject to the terms of the Interlocal Agreement.

For: SMART

For: Oakland County

Dated: _____

SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION

RESOLUTION

Authorizing the General Manager to Award a Contract for Office Supplies and Office Related Products

- Whereas, SMART has a requirement for an office supplies contract. The State of Michigan has awarded a contract for office supplies which meets the requirements. This contract is extended to local units of government and public transit agencies; and
- Whereas, The FTA, in Circular 4220.1F, § 7.e., encourages the use of intergovernmental and public transit agencies.
- Whereas, Funding is available in the Authority's general fund; and
- Whereas, The Director of Finance is satisfied that Staples Contract & Commercial Inc. has performed under the contract terms and conditions; and
- Whereas, The EEO Department is satisfied that Staples Contract & Commercial Inc. is in compliance with the equal opportunity/affirmative action policies of the Federal and State government 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 one-year Contract with one-year renewal option for a total amount not to exceed \$140,000.00 for Office Supplies and Office Related Products to Staples Contract & Commercial 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 March 24, 2022.

_____ Date

_____ Board Secretary

No. _____



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **5**
 to
 Contract Number **19000000268**

CONTRACTOR	STAPLES CONTRACT & COMMERCIAL INC
	500 Staples Drive
	Framingham, MA 01702
	Alvin King
	313-399-1485
	alvin.king@staples.com
	CV0000932

STATE	Program Manager	Various	SW
	Contract Administrator	Valerie Hiltz (517) 249-0459 hiltzv@michigan.gov	DTMB

CONTRACT SUMMARY

OFFICE SUPPLIES AND OFFICE RELATED PRODUCTS- STATE

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
March 1, 2019	May 31, 2022	2 - 1 Year	May 31, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
		1 day Lower Peninsula, 2 day Upper Peninsula	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card <input checked="" type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

Minimum Delivery requirement temporarily suspended, subject to change back to \$35 minimum with advance notice from Staples.

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		May 31, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$15,116,780.00	\$0.00	\$15,116,780.00		

DESCRIPTION

Effective July 1, 2021 this contract is revising Schedule B.1.- Core Hot List Products and Pricing, Schedule B.2.b.- Discounted Core List Pricing and Schedule C- Direct Furniture Manufacturer List as attached and noted. Language to Standard Contract Terms, Section 7. Administrative Fee and Reporting is revised as attached.

All other terms, conditions, specifications and pricing remain the same. Per Contractor and DTMB Central Procurement agreement and DTMB Central Procurement approval.

SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION

RESOLUTION

Authorizing the General Manager to Award a one-time Purchase for Heavy Duty Diagnostic Scanners

- Whereas, SMART's Maintenance Department requires a one-time purchase for Heavy Duty Diagnostic Scanners to be delivered; and
- Whereas, A Request for Quote (RFQ) was advertised and posted on MITN. Five quotes were received and two were deemed not responsible; and
- Whereas, The bid submitted by Capital Acquisitions LLC was determined to be the lowest priced, responsive and responsible bidder. Price was determined fair and reasonable; and
- Whereas, The project is funded via Project 40260; Federal Grant MI-2016-025 5307; State Grant 2012-0170 P42; and
- Whereas, The Director of Finance is satisfied that Capital Acquisitions LLC has potential to perform under the contract terms and conditions; and
- Whereas, The EEO Department is satisfied that Capital Acquisitions LLC 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 General Manager of the Suburban Mobility Authority for Regional Transportation is hereby authorized to award a one-time purchase in the amount not to exceed \$53,970.00 for Heavy Duty Diagnostic Scanners to Capital Acquisitions LLC.

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 March 24, 2022.

_____ Date

_____ Board Secretary

No. _____

Bid Tab
 RFQ 22-3527A
 Heavy Duty Diagnostic Scanners

Description	Capital Acquisitions	Kirks Automotive, Inc.	Holzberg Communications, Inc.
Six (6) Heavy Duty Handheld Scanners for DTC's reading & repairs	\$53,970.00	\$64,290.00	\$73,200.00
Shipping Cost (if applicable)	\$0.00	\$0.00	\$100.00
Approved Equal	Jaltest Heavy Duty Diagnostic Scanner	Bosch Model 3824A & 3824CBL-UPG Heavy Duty Scan Tool	N/A
Total Cost	\$53,970.00	\$64,290.00	\$73,300.00

SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION

RESOLUTION

Authorizing the General Manager to Approve the revise cost for Wide Area Network (WAN)

- Whereas, The Suburban Mobility Authority for Regional Transportation (SMART) has approved Crown Castle for the SD WAN project; and
- Whereas, SMART's IT Team determined that there is a need for redundancy for when the network goes down. Crown Castle is able to provide two network connections at each location and three network connections at the Oakland Terminal; and
- Whereas, The additional cost is \$21,244.00 for the additional networks for five years; and
- Whereas, The project is funded via operating funds; and
- Whereas, The Director of Finance is satisfied that Crown Castle has performed under the contract terms and conditions; and
- Whereas, The EEO Department is satisfied that Crown Castle is in compliance with the equal opportunity/affirmative action policies of the Federal and State government 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 approve a three-year contract for the SD WAN project in the amount not to exceed \$289,372.00 with two one-year renewal options in the amount not to exceed \$110,352.00 to Crown Castle. The total cost for five years is \$510,076.00

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 March 24, 2022.

Date

Board Secretary

No. _____

SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION

RESOLUTION

Authorizing the General Manager to Approve a Purchase Order Change Action (POCA) #1 for the Computer Network Hardware and Software Project

- Whereas, The Suburban Mobility Authority for Regional Transportation (SMART) has a contract with Amerinet for network upgrade to replace aging equipment and to improve network security and access; and
- Whereas, The IT Department has a need for additional equipment, cable and service needed for the network upgrade project; and
- Whereas, A POCA #1 submitted in the amount of \$127,812.00 exceeds the allowable change order threshold, as stipulated in SMART Board Policy No. 1; and
- Whereas, Funding for this POCA in the amount of \$127,812.00 has been identified as Project 40840 Federal Grant MI-2018-018 (5307) State Grant 2017-0130 P11; and
- Whereas, The Director of Finance is satisfied that Amerinet has performed under the contract terms and conditions; and
- Whereas, The EEO Department is satisfied that Amerinet is in compliance with the equal opportunity/affirmative action policies of the Federal and State government and the affirmative action policies of SMART; now, therefore be it
- Resolved, That the General Manager of Suburban Mobility Authority for Regional Transportation is hereby authorized to approve POCA # 1 in the amount not to exceed \$127,812.00 to Amerinet.

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 March 24, 2022.

Additional hardware, cable & service for the network project

Add Cables

		Qty	Unit price	Extended Price
10G-DACP-SFPZ5M	10G PASSIVE DAC SFP+ 0.5M	20	124.5	\$2,490.00
10305	10 Gigabit Ethernet SFP+ passive cable assembly, 3m length.	10	204.3	\$2,043.00

Ruggedized for remote IDF

97004-16804	EW NBD AHR 16804	6	204	\$1,224.00
16920	IS AC-DC P/S 480W OUTPUT DIN RAIL 25 70C	12	534.3	\$6,411.60

Data & Electrical Cabling

	Wayne Terminal Cabling & Electrical	1	36590	\$36,590.00
	Royal Oak Transit Center	1	4326.25	\$4,326.25
	Buhl Building (Detroit)	1	9536.25	\$9,536.25

WZC | Added Items

AMT QUO-021822-00	Uninstallation of existing APs, provide and install new fiber runs at specified locations	1	42923	\$42,923.00
AMT PM-022422-00	Additional project management hours – to take us through April -	1	2500	\$2,500.00
AMT QUO-02242022-00	Installation of additional support for Access Points	1	4500	\$4,500.00
AMT CAB-121521-00	City of Inkster, Clinton Township, City of Troy electrical permit fees	1	500	\$500.00

Extreme | Added Items

97000-AP460C-FCC	EW Software & TAC - AP460C-FCC This Term: 1095 Days	2	36	\$72.00
AP460C-FCC	Aerohive - ExtremeCloud IQ: Outdoor Tri Radio WiFi6 AP 2.4 GHz 5GHz & Sensor w/ Dual 5GHz & Multirate Port. Integrated Light Power Sensors BLE/Zigbee. I/ML Green Mode. INT Antennas. T-Bar Incl M	2	645.12	\$1,290.24
XIQ-PIL-S-C-EW	XIQ Pilot SaaS EW SaaS Support 1 Year Delay This Term: 730 Days	2	220.5	\$441.00
97004-5420F-48P-4XE	EW NBD AHR - 5420F-48P-4XE This Term: 1095 Days	2	1034.55	\$2,069.10
10301	10 Gigabit Ethernet SFP+ Module 850nm MMF 26-300m Link LC Connector	4	638.4	\$2,553.60
XIQ-PIL-S-C-EW-DELAY	XIQ Pilot SaaS EW SaaS Support 1 Year Delay This Term: 730 Days	2	189	\$378.00
5420F-48P-4XE	ExtremeSwitching 5420F 48 10/100/1000BASET FDX/HDX PoE+ 2 stacking/SFP-DD 4 10G unpopulated SFP+ MACsec capable internal fixed PSU fans 1 unpopulated modular PSU slots. Includes 1 year XIQ Pilot clou	2	3981.6	\$7,963.20
Total				\$127,812.00

The revenue portion of the amendment includes fare box revenues from micro-transit service throughout FY 2021/22, well as anticipated additional revenue beyond current budget. The expanded micro-transit service is expected to be an eligible expenditure for state Act 51 Reimbursement.

The expenditure portion of the amendment will be utilized to fund approximately 4,300/month additional micro-transit hours in the four pilot micro-transit zones. Additionally, a new micro-transit zone will be set up to in the Farmington/Farmington Hills area, to replace the existing “Quick Connect” zone.

FINANCIAL CERTIFICATION:

The Director of Finance certifies that there is sufficient appropriation available to fund expanded micro-transit service through the end of FY 2021/22 and a full year of micro-transit costs for FY 2022/23.

RECOMMENDATION:

The Director of Finance is recommending approval of the proposed budget amendment.

ATTACHMENTS:

Resolution

SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION

RESOLUTION

Amendment to the FY 2021/22 General Operating Budget

Whereas, the Suburban Mobility Authority for Regional Transportation, (the Authority) pursuant to PA 204 of 1967, as amended has been empowered to acquire, plan, contract, operate and maintain a transportation system, and facilities within its jurisdiction;

Whereas, the Authority pursuant to PA 2 of 1968 as amended is required to amend its operating budget when changes to said budget are required and known; and

Whereas, PA 2 of 1968 as amended also requires the Authority to maintain a balanced budget.

Whereas, the Authority, pursuant to PA 204 of 1967 as amended and PA 2 of 1968 as amended, amends the FY2021/22 Operating Budget by increasing and decreasing various operational line items as follows:

Revenues – NEW	\$44,120
Expenses – Reclassification net increase	\$44,120

and authorizes the Director of Finance to reclassify FY21/22 line item Operating appropriation.

Now Therefore be it Resolved:

That the Board of Directors of the Suburban Mobility Authority for Regional Transportation hereby approves the budget amendment outlined in the Director of Finance communication to the Board dated 3/23/2022 and hereby increases the line items as follows:

Revenues – NEW	\$44,120
Expenses – Various	\$44,120

and authorizes the Director of Finance to reclassify FY21/22 line item Operating appropriation.

CERTIFICATE

The undersigned duly qualified Board Secretary of the Suburban Mobility 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 3/23/2022.

Date

Board Secretary

No.

SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION
RESOLUTION

Approval of Budget Committee Appointments for 2022 – 2023 Fiscal Year Budget

,

Whereas, The SMART Board Chairman has appointed

now therefore be it,

RESOLVED, that the Board of Directors of the Suburban Mobility Authority for Regional Transportation, hereby approves the appointment of the Budget Committee for the 2022-23 term.

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 the resolution adopted at a legally convened meeting of the Board of the Suburban Mobility Authority for Regional Transportation on March 24, 2022.

Date

Board Secretary