



**Board of Directors Meeting**  
Thursday, October 15, 2026  
SEMCOG Offices, Woodward Room  
1001 Woodward Avenue, Suite 1400  
Detroit, MI 48226  
[Zoom Virtual Public Participation](#)  
1:00 PM

**AGENDA**

1. Call to Order
2. Roll Call
3. **Approval of Agenda**
4. Public Comment – Time Limitation for Public Comment = 3 minutes per speaker
5. Executive Director Report
6. Presentations
7. Consent Agenda
  - a. **Approval of September 2026 Board Meeting Summary**
  - b. **Procurement Advisory Notice**
8. Regular Agenda
  - a. **Approval of September 2026 Financial Reports**
  - b. **Approval of IT Managed Service Provider Award**
  - c. **Approval of Express Bus Public Transportation Agency Safety Plan**
  - d. **Approval of MDOT Funding Agreement and Authorizing Resolution**
  - e. **Approval of Mobility 4 All Subrecipient Agreements**
  - f. **Regional Programs Update**
9. New Business
10. Adjourn

*The Board may, at its discretion, revise this agenda or take up any other issues as needed, and time allows. Request for reasonable accommodation at RTA meetings requires advanced reservations. Individuals with disabilities requiring assistance should contact RTA Information Services at least 48 hours in advance of the meeting. Documents and information are available in a variety of formats. Contact the RTA at [info@rtamichigan.org](mailto:info@rtamichigan.org) or call 313-402-1020 to discuss your format needs.*



**Proposed Meeting Summary  
Board of Directors**

Thursday, September 17, 2026

1:00 PM

**1. Call to Order at 1:01 PM.**

**2. Roll Call:**

| <b>Board of Directors members</b> | <b>Government Entity</b> | <b>Attendance Status</b> |
|-----------------------------------|--------------------------|--------------------------|
| Jeannette Bradshaw                | Oakland County           | A                        |
| Terry Campbell                    | City of Detroit          | V                        |
| June Lee                          | Wayne County             | P                        |
| Dave Massaron (Chair)             | State of Michigan        | P                        |
| Jon Moore                         | Macomb County            | P                        |
| Don Morandini (Vice Chair)        | Macomb County            | P                        |
| Dr. Erica Robertson               | Wayne County             | P                        |
| Conan Smith                       | Washtenaw County         | P                        |
| Ned Staebler                      | Washtenaw County         | P                        |
| Helaine Zack                      | Oakland County           | P                        |

*Absent (A); Present (P); Virtual (V) means participating online, yet unable to vote on official business; Abstain (AB)*

**RTA Representatives Present:**

Ben Stupka, Rachel Schmuhl, Melanie Piana, Mshadoni Smith-Jackson, Kristin Caffray, Drue Bender, Dasia Mack, Jonathan Shead, Rebecca Donnelly-Lasecki

**Other Meeting Participants:**

Michelle Hodges – Rehmann

Ryan Bridges, Mario Morrow, Sr. – MMA

TJ Laurie Jr - Dykema

### 3. Approval of Agenda

- Moved by Member Morandini and supported by Member Robertson. The agenda for September 17, 2026, was approved. The motion carried via unanimous consent:

| Board of Directors members | Government Entity | Vote |
|----------------------------|-------------------|------|
| Jeannette Bradshaw         | Oakland County    | A    |
| Terry Campbell             | City of Detroit   | V    |
| June Lee                   | Wayne County      | Y    |
| Dave Massaron (Chair)      | State of Michigan | AB   |
| Jon Moore                  | Macomb County     | Y    |
| Don Morandini (Vice Chair) | Macomb County     | Y    |
| Dr. Erica Robertson        | Wayne County      | Y    |
| Conan Smith                | Washtenaw County  | Y    |
| Ned Staebler               | Washtenaw County  | Y    |
| Helaine Zack               | Oakland County    | Y    |

- Absent (A); Yea (Y); Nay (N); Virtual (V) means participating online, yet unable to vote on official business; Abstain (AB)*

### 4. Public Comment

- Farai Gundan, Bhadala - Ms. Gundan thanked the RTA Executive and Planning & Innovation team for their leadership on RTA's Mobility Wallet pilot program.
- Joel Batterman, Transit Riders United, Campaigns Manager – Mr. Batterman commented on how helpful the D2A2 Service is in supporting his parents' visits from Ann Arbor to Detroit. Mr. Batterman encourages RTA to add services on major holidays, including Labor Day. He mentioned the Western Wayne millage that just passed and recommended adding new express bus services on the Plymouth route, which would dramatically increase transit access throughout the region.

### 5. Executive Directors' Report

- Recognized board member Terry Campbell, who joined the meeting virtually from Washington, D.C., with RTA External Affairs Director Corri Wofford.
- QLINE Performance – running 3-4-3 car services to manage older battery performance with a focus on challenges and implementing solutions to mitigate performance issues.
- D2A2 /DAX Ridership – maintaining ridership levels.

- Transit App – Metrics on usage KPI’s remain strong with focus on creative marketing efforts.
- External Affairs – reports out on marketing efforts, including Jazz on the QLINE.
- Program Updates included Access to Transit, Highway Express Bus study, and procurements.

## **6. Consent Agenda**

### **a. Approval of August 2026 Board Meeting Summary**

### **b. Approval of August 2026 Financial Reports**

### **c. Acceptance of Procurement Advisory Notice**

- Moved by Member Moore and supported by Member Dr. Robertson to approve the Consent Agenda. The motion carried via unanimous consent:

## **7. Regular Agenda**

### **a. Approval of FY 2026-2027 RTA Budget & Investment Plan**

Moved by Member Staebler and supported by Member Zack to approve the FY2026-2027 RTA Budget and Investment Plan. The motion carried via unanimous consent:

| <b>Board of Directors members</b> | <b>Government Entity</b> | <b>Vote</b> |
|-----------------------------------|--------------------------|-------------|
| Jeannette Bradshaw                | Oakland County           | A           |
| Terry Campbell                    | City of Detroit          | V           |
| June Lee                          | Wayne County             | Y           |
| Dave Massaron (Chair)             | State of Michigan        | AB          |
| Jon Moore                         | Macomb County            | Y           |
| Don Morandini (Vice Chair)        | Macomb County            | Y           |
| Dr. Erica Robertson               | Wayne County             | Y           |
| Conan Smith                       | Washtenaw County         | Y           |
| Ned Staebler                      | Washtenaw County         | Y           |
| Helaine Zack                      | Oakland County           | Y           |

### **b. Approval of QLINE Custodial Cleaning Services Vendor Award**

Moved by Member Moore and supported by Member Morandini to approve the QLINE Custodial Cleaning Services Vendor Award. The motion carried via unanimous consent.

| <b>Board of Directors members</b> | <b>Government Entity</b> | <b>Vote</b> |
|-----------------------------------|--------------------------|-------------|
| Jeannette Bradshaw                | Oakland County           | A           |
| Terry Campbell                    | City of Detroit          | V           |
| June Lee                          | Wayne County             | Y           |
| Dave Massaron (Chair)             | State of Michigan        | AB          |
| Jon Moore                         | Macomb County            | Y           |
| Don Morandini (Vice Chair)        | Macomb County            | Y           |
| Dr. Erica Robertson               | Wayne County             | Y           |
| Conan Smith                       | Washtenaw County         | Y           |
| Ned Staebler                      | Washtenaw County         | Y           |
| Helaine Zack                      | Oakland County           | Y           |

### **c. Approval of New Office Space Lease**

Moved by Member Staebler and supported by Member Moore to approve the Executive Director to enter negotiations in the New Office Space Lease. The motion carried via unanimous consent.

| <b>Board of Directors members</b> | <b>Government Entity</b> | <b>Vote</b> |
|-----------------------------------|--------------------------|-------------|
| Jeannette Bradshaw                | Oakland County           | A           |
| Terry Campbell                    | City of Detroit          | V           |
| June Lee                          | Wayne County             | Y           |
| Dave Massaron (Chair)             | State of Michigan        | AB          |
| Jon Moore                         | Macomb County            | Y           |
| Don Morandini (Vice Chair)        | Macomb County            | Y           |
| Dr. Erica Robertson               | Wayne County             | Y           |
| Conan Smith                       | Washtenaw County         | Y           |
| Ned Staebler                      | Washtenaw County         | Y           |
| Helaine Zack                      | Oakland County           | Y           |

### **8. Closed Session**

Member Staebler moved and Member Lee seconded the motion that the RTA Board of Directors enter into Closed Session pursuant to Section 8(1)(e) of the Michigan Open Meetings Act, MCL 15.268(1)(e), for the purpose of consulting with legal counsel regarding trial and/or settlement strategy in connection with the pending litigation known as Garry Fitzpatrick v. Progressive Michigan Insurance Company, Latesha Baker, Gary Jackson, and Regional Transit Authority of Southeast Michigan as discussion in an open session would have a detrimental financial effect on the RTA's litigating or settlement position.

Motion by Member Stabler, supported by Member Lee, to conclude the Closed Session held pursuant to MCL 15.268(1)(e) and return to Open Session for the conduct of public business.

**Roll Call Vote**

| <b>Board of Directors members</b> | <b>Government Entity</b> | <b>Vote</b> |
|-----------------------------------|--------------------------|-------------|
| Jeannette Bradshaw                | Oakland County           | A           |
| Terry Campbell                    | City of Detroit          | V           |
| June Lee                          | Wayne County             | Y           |
| Dave Massaron (Chair)             | State of Michigan        | AB          |
| Jon Moore                         | Macomb County            | Y           |
| Don Morandini (Vice Chair)        | Macomb County            | Y           |
| Dr. Erica Robertson               | Wayne County             | Y           |
| Conan Smith                       | Washtenaw County         | Y           |
| Ned Staebler                      | Washtenaw County         | Y           |
| Helaine Zack                      | Oakland County           | Y           |

**9. New Business**

- There was no new business.

**10. Meeting adjourned at 2:23 PM.**



## BOARD OF DIRECTORS MEMORANDUM

**TO:** RTA Board of Directors

**FROM:** Becky Lasecki, Procurement & Contracts Manager

**SUBJECT:** Procurement Advisory Notice

**DATE:** October 15, 2026

**REQUESTED ACTION:** Receive and File

**Background Information:** The RTA procurement policy requires that all procurement types be reported to the Board through an advisory notice at the first available meeting after an award if/when the total value is more than \$50,000 and less than \$350,000.

Since the last Board meeting, the following contract awards have been made:

| Contract Type | Description                                     | Vendor                                   | Value          |
|---------------|-------------------------------------------------|------------------------------------------|----------------|
| Renewal       | Transit Planning Software<br>First Renewal      | Via Remix                                | \$193,200.00   |
| Renewal       | DAX / D2A2 Express Bus Service<br>First Renewal | Indian Trails, LLC<br>dba Michigan Flyer | \$4,570,000.00 |
| Extension     | On-Call Planning Task Order<br>First Extension  | HNTB                                     | \$100,000.00   |

# Regional Transit Authority of Southeast Michigan

## Preliminary Statement of Net Position and Governmental Funds Balance Sheet

September 30, 2026

|                                                | Governmental<br>Fund | Adjustments           | Statement of Net<br>Position | Prior Year<br>(for comparison) |
|------------------------------------------------|----------------------|-----------------------|------------------------------|--------------------------------|
| <b>Assets</b>                                  |                      |                       |                              |                                |
| Cash and cash equivalents                      | \$ 2,360,701         | \$ -                  | \$ 2,360,701                 | \$ 1,927,867                   |
| Restricted cash and cash equivalents           | 66,744               | -                     | 66,744                       | 66,236                         |
| Accounts receivable                            | 7,368,377            | -                     | 7,368,377                    | 7,124,391                      |
| Prepays and other assets                       | 110,262              | -                     | 110,262                      | 10,291                         |
| Inventory                                      | 1,063,635            | -                     | 1,063,635                    | 470,744                        |
| Capital assets, net of depreciation            | -                    | 95,076,481            | 95,076,481                   | 101,141,320                    |
| <b>Total assets</b>                            | <u>\$ 10,969,719</u> | <u>\$ 95,076,481</u>  | <u>\$ 106,046,200</u>        | <u>\$ 110,740,849</u>          |
| <b>Liabilities</b>                             |                      |                       |                              |                                |
| Accounts payable and other accrued liabilities | 1,384,466            | -                     | 1,384,466                    | 1,832,364                      |
| Accrued payroll and related liabilities        | 29                   | -                     | 29                           | 149,403                        |
| Refundable advance                             | 81,361               | -                     | 81,361                       | 81,361                         |
| Due to state                                   | -                    | -                     | -                            | 490,202                        |
| Unearned revenue                               | -                    | -                     | -                            | 30                             |
| Compensated absences                           | -                    | 108,213               | 108,213                      | 108,213                        |
| Subscription liability                         |                      |                       |                              |                                |
| Due within one year                            | -                    | 122,258               | 122,258                      | 122,258                        |
| Due in more than one year                      | -                    | 299,989               | 299,989                      | 299,995                        |
| <b>Total liabilities</b>                       | <u>\$ 1,465,856</u>  | <u>\$ 530,460</u>     | <u>\$ 1,996,316</u>          | <u>\$ 3,083,827</u>            |
| <b>Fund balance</b>                            |                      |                       |                              |                                |
| Fund balance                                   | 7,639,055            | (7,639,055)           | -                            | -                              |
| Current year change in fund balance            | 1,864,808            | (1,864,808)           | -                            | -                              |
| <b>Total fund balance</b>                      | <u>\$ 9,503,863</u>  |                       |                              |                                |
| <b>Total liabilities and fund balance</b>      | <u>\$ 10,969,719</u> |                       |                              |                                |
| <b>Net position</b>                            |                      |                       |                              |                                |
| Investment in capital assets                   |                      | 94,654,234            | 94,654,234                   | 101,141,320                    |
| Unrestricted                                   |                      | 13,002,788            | 13,002,788                   | 9,563,447                      |
| Current year change in net position            |                      | (3,607,138)           | (3,607,138)                  | (3,047,745)                    |
| <b>Total net position</b>                      |                      | <u>\$ 104,049,884</u> | <u>\$ 104,049,884</u>        | <u>\$ 107,657,022</u>          |

This financial report is for internal use only. It has not been audited, and no assurance is provided.

**Regional Transit Authority of Southeast Michigan**  
**Preliminary Statement of Activities and**  
**Governmental Revenues, Expenditures and Changes in Fund Balance**  
**For the 12 Months Ending September 30, 2026**

|                                               | <b>Governmental<br/>Fund</b> | <b>GASB 34<br/>Adjustments</b> | <b>Statement of<br/>Activities</b> |
|-----------------------------------------------|------------------------------|--------------------------------|------------------------------------|
| <b>Revenues</b>                               |                              |                                |                                    |
| Federal                                       | \$ 7,113,647                 | \$ -                           | \$ 7,113,647                       |
| State                                         | 6,821,712                    | -                              | 6,821,712                          |
| Local                                         | 5,975,000                    | -                              | 5,975,000                          |
| Fares                                         | 759,326                      | -                              | 759,326                            |
| Other                                         | 407,263                      | -                              | 407,263                            |
| <b>Total revenues</b>                         | <b>\$ 21,076,948</b>         | <b>\$ -</b>                    | <b>\$ 21,076,948</b>               |
| <b>Expenditures</b>                           |                              |                                |                                    |
| Salaries and Wages                            | 4,324,494                    | -                              | 4,324,494                          |
| Fringe Benefits                               | 1,470,761                    | -                              | 1,470,761                          |
| Professional Services                         | 1,211,454                    | -                              | 1,211,454                          |
| QLINE Maintenance                             | 2,465,068                    | (133,750)                      | 2,331,318                          |
| Planning Services                             | 1,651,143                    | -                              | 1,651,143                          |
| Communications                                | 724,365                      | -                              | 724,365                            |
| Services and Initiatives                      | 5,638,436                    | -                              | 5,638,436                          |
| Administrative                                | 1,726,419                    | -                              | 1,726,419                          |
| <b>Total Expenditures before depreciation</b> | <b>19,212,140</b>            | <b>(133,750)</b>               | <b>19,078,390</b>                  |
| Depreciation/amortization                     | -                            | 5,605,696                      | 5,605,696                          |
| <b>Total expenditures/expenses</b>            | <b>\$ 19,212,140</b>         | <b>\$ 5,471,946</b>            | <b>\$ 24,684,086</b>               |
| <b>Change in fund balance/net position</b>    | <b>\$ 1,864,808</b>          | <b>\$ (5,471,946)</b>          | <b>\$ (3,607,138)</b>              |

# Regional Transit Authority of Southeast Michigan

## Preliminary Statement of Revenues, Expenditures and Changes in Fund Balance - Budget to Actual

For the 12 Months Ending September 30, 2026

|                               | Regional Services   |                     | Qline                |                      | D2A2                |                     | DAX                 |                     | One Click/One Call |                   |
|-------------------------------|---------------------|---------------------|----------------------|----------------------|---------------------|---------------------|---------------------|---------------------|--------------------|-------------------|
|                               | Actual              | Budget              | Actual               | Budget               | Actual              | Budget              | Actual              | Budget              | Actual             | Budget            |
| <b>Revenues</b>               |                     |                     |                      |                      |                     |                     |                     |                     |                    |                   |
| Federal                       | \$ 2,436,529        | \$ 2,986,190        | \$ 1,103,226         | \$ 1,357,559         | \$ 1,584,051        | \$ 1,872,119        | \$ 1,297,225        | \$ 1,496,997        | \$ 314,493         | \$ 270,251        |
| State                         | 941,410             | \$ 1,247,391        | 4,363,680            | 9,185,160            | 581,362             | 782,021             | 492,601             | 625,325             | 59,872             | 67,563            |
| Local                         | 75,000              | -                   | 5,299,577            | 900,000              | 346,228             | -                   | 254,195             | -                   | -                  | -                 |
| Fares                         | -                   | -                   | -                    | -                    | 430,720             | 360,000             | 328,606             | 288,000             | -                  | -                 |
| Other                         | 98,202              | -                   | 4,975                | -                    | 168,952             | 172,151             | 135,134             | 135,298             | -                  | -                 |
| <b>Total revenues</b>         | <b>\$ 3,551,141</b> | <b>\$ 4,233,581</b> | <b>\$ 10,771,458</b> | <b>\$ 11,442,719</b> | <b>\$ 3,111,313</b> | <b>\$ 3,186,291</b> | <b>\$ 2,507,761</b> | <b>\$ 2,545,620</b> | <b>\$ 374,365</b>  | <b>\$ 337,814</b> |
| <b>Expenditures</b>           |                     |                     |                      |                      |                     |                     |                     |                     |                    |                   |
| Salaries and Wages            | 1,284,865           | 1,529,349           | 3,039,629            | 3,767,181            | -                   | -                   | -                   | -                   | -                  | -                 |
| Fringe Benefits               | 380,621             | \$ 396,335          | 1,090,140            | 910,982              | -                   | -                   | -                   | -                   | -                  | -                 |
| Professional Services         | 545,154             | \$ 489,109          | 658,600              | 539,242              | 1,100               | -                   | 1,100               | -                   | -                  | -                 |
| QLINE Maintenance             | -                   | -                   | 2,465,068            | 3,404,712            | -                   | -                   | -                   | -                   | -                  | -                 |
| Planning Services             | 750,827             | \$ 1,100,000        | 114,326              | 190,000              | -                   | -                   | -                   | -                   | 46,881             | -                 |
| Communications                | 200,938             | \$ 309,605          | 194,502              | 202,724              | 158,710             | 200,000             | 163,914             | 200,000             | -                  | -                 |
| Services and Initiatives      | 6,772               | -                   | -                    | -                    | 2,951,433           | 2,986,291           | 2,342,747           | 2,345,620           | 327,484            | 337,814           |
| Administrative                | 259,714             | \$ 409,183          | 1,466,635            | 1,814,209            | 70                  | -                   | -                   | -                   | -                  | -                 |
| <b>Total expenditures</b>     | <b>\$ 3,428,891</b> | <b>\$ 4,233,581</b> | <b>\$ 9,028,900</b>  | <b>\$ 10,829,050</b> | <b>\$ 3,111,313</b> | <b>\$ 3,186,291</b> | <b>\$ 2,507,761</b> | <b>\$ 2,545,620</b> | <b>\$ 374,365</b>  | <b>\$ 337,814</b> |
| <b>Change in fund balance</b> | <b>\$ 122,250</b>   | <b>\$ -</b>         | <b>\$ 1,742,558</b>  | <b>\$ 613,669</b>    | <b>\$ -</b>         | <b>\$ -</b>         | <b>\$ -</b>         | <b>\$ -</b>         | <b>\$ -</b>        | <b>\$ -</b>       |

continued...

# Regional Transit Authority of Southeast Michigan

## Preliminary Statement of Revenues, Expenditures and Changes in Fund Balance - Budget to Actual

For the 12 Months Ending September 30, 2026

|                               | Mobility Wallet   |                   | Access to Transit |                     | Transit App       |                   | Total Year to Date   |                      | Annual               |
|-------------------------------|-------------------|-------------------|-------------------|---------------------|-------------------|-------------------|----------------------|----------------------|----------------------|
|                               | Actual            | Budget            | Actual            | Budget              | Actual            | Budget            | Actual               | Budget               | Budget               |
| <b>Revenues</b>               |                   |                   |                   |                     |                   |                   |                      |                      |                      |
| Federal                       | \$ 56,678         | \$ -              | \$ 321,445        | \$ 1,600,000        | \$ -              | \$ -              | \$ 7,113,647         | \$ 9,583,116         | \$ 9,583,116         |
| State                         | 136,049           | 250,000           | 80,361            | 1,400,000           | 166,377           | 283,236           | 6,821,712            | \$ 13,840,696        | 13,840,696           |
| Local                         | -                 | -                 | -                 | -                   | -                 | -                 | 5,975,000            | \$ 900,000           | 900,000              |
| Fares                         | -                 | -                 | -                 | -                   | -                 | -                 | 759,326              | \$ 648,000           | 648,000              |
| Other                         | -                 | -                 | -                 | -                   | -                 | -                 | 407,263              | \$ 307,449           | 307,449              |
| <b>Total revenues</b>         | <b>\$ 192,727</b> | <b>\$ 250,000</b> | <b>\$ 401,806</b> | <b>\$ 3,000,000</b> | <b>\$ 166,377</b> | <b>\$ 283,236</b> | <b>\$ 21,076,948</b> | <b>\$ 25,279,261</b> | <b>\$ 25,279,261</b> |
| <b>Expenditures</b>           |                   |                   |                   |                     |                   |                   |                      |                      |                      |
| Salaries and Wages            | -                 | -                 | -                 | -                   | -                 | -                 | 4,324,494            | 5,296,530            | 5,296,530            |
| Fringe Benefits               | -                 | -                 | -                 | -                   | -                 | -                 | 1,470,761            | 1,307,317            | 1,307,317            |
| Professional Services         | -                 | -                 | -                 | -                   | 5,500             | -                 | 1,211,454            | 1,028,351            | 1,028,350            |
| QLINE Maintenance             | -                 | -                 | -                 | -                   | -                 | -                 | 2,465,068            | 3,404,712            | 3,404,712            |
| Planning Services             | 192,727           | -                 | 401,806           | -                   | 144,576           | -                 | 1,651,143            | 1,290,000            | 1,290,000            |
| Communications                | -                 | -                 | -                 | -                   | 6,301             | -                 | 724,365              | 912,329              | 912,329              |
| Services and Initiatives      | -                 | 250,000           | -                 | 3,000,000           | 10,000            | 283,236           | 5,638,436            | 9,202,961            | 9,202,961            |
| Administrative                | -                 | -                 | -                 | -                   | -                 | -                 | 1,726,419            | 2,223,392            | 2,223,392            |
|                               |                   |                   |                   |                     |                   |                   | -                    |                      |                      |
| <b>Total expenditures</b>     | <b>\$ 192,727</b> | <b>\$ 250,000</b> | <b>\$ 401,806</b> | <b>\$ 3,000,000</b> | <b>\$ 166,377</b> | <b>\$ 283,236</b> | <b>\$ 19,212,140</b> | <b>\$ 24,665,592</b> | <b>\$ 24,665,591</b> |
| <b>Change in fund balance</b> | <b>\$ -</b>       | <b>\$ -</b>       | <b>\$ -</b>       | <b>\$ -</b>         | <b>\$ -</b>       | <b>\$ -</b>       | <b>\$ 1,864,808</b>  | <b>\$ 613,669</b>    | <b>\$ 613,670</b>    |

concluded.

**Preliminary Project Tracker as of 9/30/26**

**Title** **Detroit to Ann Arbor Express Bus (D2A2)**  
**Description** Express bus connecting downtown Detroit to downtown Ann Arbor.  
**Schedule** October 2021 - September 2026

| Budget Tracker          |                      |                      |                    |
|-------------------------|----------------------|----------------------|--------------------|
|                         | Total                | ITD                  | Balance            |
| <b>Cost</b>             | <b>\$ 13,793,820</b> | <b>\$ 13,903,915</b> | <b>(\$110,095)</b> |
| Grants                  |                      |                      |                    |
| MI-2021-036-01          | \$4,311,592          | \$4,311,592          | (\$0)              |
| 2017-0119/P7/R2         | \$1,635,893          | \$1,635,893          | \$0                |
| JARC (DDOT)/Local Match |                      | \$836,873            | (\$836,873)        |
| Fares/Contrib           | \$1,487,365          | \$2,324,933          | (\$837,568)        |
| MI-2021-036-02          | \$1,373,593          | \$1,373,593          | (\$0)              |
| MDOT LBO                | \$1,287,542          | \$910,043            | \$377,499          |
| ARPA MI-2022-005-02     | \$3,697,835          | \$2,510,989          | \$1,186,846        |
|                         | \$13,793,820         | \$13,903,915         | (\$110,095)        |

**Title** **Regional Mobility Management (MyRide2)**  
**Description** Call center/website with information for seniors and persons with disabilities.  
**Schedule** October 2017 - September 2026

| Budget Tracker      |                    |                    |                  |
|---------------------|--------------------|--------------------|------------------|
|                     | Total              | ITD                | Balance          |
| <b>Cost</b>         | <b>\$2,742,107</b> | <b>\$2,332,960</b> | <b>\$409,147</b> |
| Grants              |                    |                    |                  |
| MI-2017-031-02      | \$1,069,444        | \$1,069,444        | \$0              |
| 2017-0119/P2/R4     | \$267,361          | \$267,361          | \$0              |
| MI-2024-009-01      | \$411,292          | \$411,292          | (\$0)            |
| 2022-0126/P7        | \$102,823          | \$102,823          | \$0              |
| New Freedom (DDOT)  |                    | \$75,000           | (\$75,000)       |
| ARPA MI-2022-005-01 | \$154,553          | \$154,553          | (\$0)            |
| Federal Grant*      | \$589,307          | \$201,990          | \$387,317        |
| State Grant*        | \$147,327          | \$50,497           | \$96,830         |
|                     | \$2,742,107        | \$2,332,960        | \$409,147        |

\*Funding is secured and currently being amended into a grant. Pre-award authority.  
 Qtr 4 invoice not yet received.

**Title** **Universal Basic Mobility Pilot**  
**Description** Mobility wallet fare technology pilot focused on Detroit jobseekers.  
**Schedule** June 2023 - July 2026

| Budget Tracker |                    |                    |                 |
|----------------|--------------------|--------------------|-----------------|
|                | Cost               | ITD                | Balance         |
| Cost           | <b>\$1,150,000</b> | <b>\$1,081,678</b> | <b>\$68,322</b> |
| Grants         |                    |                    |                 |
| 2022-0126-P3   | \$1,025,000        | \$1,025,000        | \$0             |
| ARPA           | \$125,000          | \$56,678           | \$68,322        |
|                | <b>\$1,150,000</b> | <b>\$1,081,678</b> | <b>\$68,322</b> |

**Title** **Downtown to Airport Express**  
**Description** Express bus connecting downtown Metro Airport to Downtown Detroit.  
**Schedule** March 2024 - September 2026

| Budget Tracker          |                    |                    |                    |
|-------------------------|--------------------|--------------------|--------------------|
|                         | Cost               | ITD                | Balance            |
| Cost                    | <b>\$6,012,708</b> | <b>\$6,018,105</b> | <b>(\$5,397)</b>   |
| Grants                  |                    |                    |                    |
| MI-2024-002             | \$2,000,000        | \$2,000,000        | \$0                |
| 2022-0126-P4 R1         | \$500,000          | \$500,000          | \$0                |
| JARC (DDOT)/Local Match |                    | \$614,421          | <b>(\$614,421)</b> |
| Fares/Contrib           | \$942,386          | \$1,105,235        | <b>(\$162,849)</b> |
| MDOT LBO                | \$805,170          | \$580,870          | \$224,300          |
| ARPA MI-2022-005-02     | \$1,765,152        | \$1,217,579        | \$547,573          |
|                         | <b>\$6,012,708</b> | <b>\$6,018,105</b> | <b>(\$5,397)</b>   |

**Title** **Access to Transit Program**  
**Description** Grant program for safety and access improvements at bus stops.  
**Schedule** October 2024 - September 2026

| Budget Tracker |                    |                  |                    |
|----------------|--------------------|------------------|--------------------|
|                | Cost               | ITD              | Balance            |
| Cost           | <b>\$3,363,395</b> | <b>\$533,947</b> | <b>\$2,829,448</b> |
| Grants         |                    |                  |                    |
| 2022-0126-P6   | \$1,363,395        | \$533,947        | \$829,448          |
| FY2024 CMAQ*   | \$1,600,000        | \$0              | \$1,600,000        |
| State Grant*   | \$400,000          | \$0              | \$400,000          |
|                | <b>\$3,363,395</b> | <b>\$533,947</b> | <b>\$2,829,448</b> |

\*Funding is secured. Will be amended into the grant at a future date.

|              |                                                            |
|--------------|------------------------------------------------------------|
| <b>Title</b> | <b>Transit App Program</b>                                 |
| Description  | Regional Mobility as a Service (MaaS) application platform |
| Schedule     | July 2025 - July 2028                                      |

| Budget Tracker      |                  |                  |                  |
|---------------------|------------------|------------------|------------------|
|                     | Cost             | ITD              | Balance          |
| Cost                | <b>\$910,000</b> | <b>\$299,613</b> | <b>\$610,388</b> |
| Grants              |                  |                  |                  |
| 2022-0126-P8        | \$828,000        | \$299,613        | \$528,388        |
| Local In-Kind Match | \$82,000         | \$0              | \$82,000         |
|                     | \$910,000        | \$299,613        | \$610,388        |

This financial report is for internal use only. It has not been audited, and no assurance is provided.



## BOARD OF DIRECTORS MEMORANDUM

**TO:** RTA Board of Directors

**FROM:** Melanie Piana, Program Director

**SUBJECT:** IT Managed Services Contract Award Memo

**DATE:** October 8, 2026

### Approval Request:

The memo seeks board approval to enter into a two-year contract for IT Managed Services with Nemsys LLC, with up to two (2) one (1)-year renewal options, for a total contract amount not to exceed \$320,000.

### Background:

The RTA owns and operates a highly complex and variable information technology environment that supports both administrative functions and daily QLINE operations. The selected IT Managed Service Provider (MSP) is responsible for core technology operations, cybersecurity monitoring and incident response, network administration, strategic technology planning, business continuity, and support for systems that enable both RTA and QLINE operations.

RTA owns a hardware and software environment that includes business IT systems, operational technology and communications systems, cybersecurity tools, streetcar and station equipment. What is unique to streetcar systems is that the RTA QLINE owns fiber network infrastructure beneath Woodward Avenue.

| Service Area                    | Hardware & Software Environment                                                                                                                                                                                                                                                                                                                                         |
|---------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Business IT Systems             | <ul style="list-style-type: none"><li>• Laptops, desktops, phones, tablets, printers</li><li>• Microsoft 365, email, Teams, SharePoint, and cloud applications</li><li>• Servers, backups, and cybersecurity tools</li><li>• Tech Center server room and physical servers</li><li>• Building security cameras and network video recorder</li></ul>                      |
| Streetcar Operations Technology | <ul style="list-style-type: none"><li>• Large security camera system (streetcars and stations)</li><li>• Passenger information and ridership technology</li><li>• Dispatch workstations and software</li><li>• Real-time vehicle tracking systems</li><li>• Station monitors and digital signage</li><li>• Emergency radios and mobile communications devices</li></ul> |

|                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                              | <ul style="list-style-type: none"> <li>• Emergency call boxes and voice-over-internet (VOIP) technology (at stations)</li> <li>• Wireless communications (backbone) and networking equipment (backhaul) connecting streetcars to the trackside network</li> <li>• Network monitoring, device configurations, firmware, and cybersecurity protection</li> <li>• Hardened network switches at each station</li> </ul>                                       |
| Fiber, Trunklines and Network Infrastructure | <ul style="list-style-type: none"> <li>• Agency-owned fiber-optic backbone, including the 144-strand trunkline</li> <li>• Conduit, inner duct, lateral connections, and fiber drops</li> <li>• Fiber and copper trunk ports</li> <li>• Routers, firewalls, hardened switches, access points, and transceivers</li> <li>• Virtual Local Area Networks (LAN), routing, access controls, configurations, and network segmentation</li> </ul>                 |
| Cybersecurity & Resilience                   | <ul style="list-style-type: none"> <li>• 24/7 security operations monitoring</li> <li>• Endpoint detection and response</li> <li>• Email threat protection and phishing defense</li> <li>• Access controls, password management, and mobile device security</li> <li>• Security monitoring across office, network, station, facility, and streetcar systems</li> <li>• Data backup, recovery, incident response, and business continuity tools</li> </ul> |

Historically, Local Area Network (LAN) management for the QLINE system was provided under a ten-year fiber services contract, originally awarded by M1-Rail to Rocket Fiber, subsequently transitioned to Everstream, and now to Bluebird Fiber. RTA assumed the M1-Rail contract during the ownership transfer in October 2024, and it ends in November 2026. Over the past decade, the telecommunications industry has evolved. Direct Internet Access (DIA) providers have moved away from providing customized network management services under this legacy agreement and have focused primarily on delivering internet connectivity. As a result, RTA was required to identify a qualified technology provider capable of assuming responsibility for fiber network and LAN management, cybersecurity, and network administration.

#### **Procurement Process:**

This solicitation followed RTA's procurement policy for goods and services over \$350,000, the federal threshold for a formal RFP process. The Evaluation Committee included six RTA personnel: Executive Director, QLINE General Manager, Program

Director, Chief Safety Officer, and the Administrative Manager, led by the Procurement and Contracts Manager.

Two independent consultants advised the Evaluation Team. A representative from the Downtown Detroit Partnership, who was part of the team that launched M-1 Rail and has supported QLINE operations for the past nine years, provided a historical and operational perspective. The second provided technical expertise as RTA's contracted virtual Chief Information Officer (vCIO), an experienced network engineer with direct knowledge of the agency's fiber network infrastructure and prior involvement in Rocket Fiber's network deployment.

In December 2025, the RTA issued a competitive solicitation for IT MSP services. The initial IT MSP RFP did not include LAN management because those services were expected to remain under a concurrent fiber Direct Internet Access (DIA) procurement. During that process, RTA determined that the prospective DIA providers no longer offered the customized or "bespoke" LAN management services historically provided under the legacy contract.

As a result, RTA canceled and reissued the IT MSP solicitation in August 2026 to incorporate LAN management and establish a single provider responsible for technology operations, cybersecurity, and network administration. Sixteen (16) firms submitted qualified proposals, which were scored for managed IT services and help desk support; Network and Local Area Network (LAN) management; Cybersecurity monitoring and response; Backup and disaster recovery services; and technology planning, documentation, and reporting services.

**Selection Rationale:**

Nemsys, LLC was selected based on its demonstrated technical capabilities, cybersecurity expertise, network management approach, and understanding of RTA's business and QLINE operational technology environment. Nemsys was the lowest competitive bidder.

**Contract Term:**

The initial term of this contract will begin on November 1, 2026, and end on October 30, 2028.

**Strategic Plan Alignment:**

Priority One: Build on RTA's Existing Programs and Services.

**Budget Impact:**

No impact. The proposed service is within the FY2027 technology budget.



## BOARD OF DIRECTORS MEMORANDUM

**TO:** RTA Board of Directors

**FROM:** Stace Babcock, Chief Safety Officer

**SUBJECT:** 2026 Public Transportation Agency Safety Plan for Bus Service

**DATE:** October 15, 2026

**REQUESTED ACTION:** Board of Directors Approval/Acceptance/Review

### **Approval/Acceptance Request:**

This memo seeks board approval of the 2026 Public Transportation Agency Safety Plan for Bus Service.

### **Background Information:**

The Public Transportation Agency Safety Plans (PTASP) regulation (49 CFR Part 673) requires operators of public transportation systems that receive federal funds under the FTA Urbanized Area Formula Grants (Section 5307) to develop and annually update a PTASP. This includes both bus and rail systems.

Because the RTA contracts with Indian Trails/Michigan Flyer to operate the D2A2 and DAX bus services, the RTA is responsible for ensuring that each of the requirements of 49 U.S.C. § 5329(d) and Part 673 are satisfied through the terms and conditions of the contract.

The RTA is also responsible for establishing a PTASP that meets the requirements of § 5329(d) and Part 673 and ensuring that Indian Trails/Michigan Flyer carries out the processes as described in the PTASP.

This Bus Service PTASP follows the same Safety Management System structure as the Rail PTASP, although the FTA reporting requirements are not as stringent, and the FTA directly oversees bus systems without a state oversight program.



### Annual Updates:

There were no updates to applicable regulations since the current version of the Bus Service PTASP. Therefore, the updates to the program were minor.

- The review cycle was changed from the calendar year to the fiscal year to offset it from the review cycle of the Rail PTASP. As a result, the beginning of the review period was changed from September 1 to July 1.
- The Annual Safety Performance Targets were updated based on the past year's performance.
- During the signing of the PTASP, a block will be added for the Accountable Executive to sign the Safety Management Policy Statement within the PTASP itself, instead of just the published and distributed copy.
- Specific names were removed from committee and other assignments in favor of using roles or titles only.
- The "Authorized Signature" column was removed from the revision log because signatures are collected under the approvals section.

### Contractor Performance:

Indian Trails/Michigan Flyer met or exceeded all Annual Safety Performance Targets set in the 2025 PTASP.

| 2025 Annual Safety Performance Targets and Results |              |              |
|----------------------------------------------------|--------------|--------------|
| Category                                           | Target       | Result       |
| Major Events (total)                               | 6            | 0            |
| Major Events (rate)                                | 1.5          | 0            |
| Collisions (total)                                 | 25           | 5            |
| Collisions (rate)                                  | 6.25         | 1.25         |
| Pedestrian Collisions (rate)                       | 0.25         | 0            |
| Vehicular Collisions (rate)                        | 1.25         | 1.25         |
| Fatalities (total)                                 | 1            | 0            |
| Fatalities (rate)                                  | 0.25         | 0            |
| Transit Worker Fatality (rate)                     | 0.25         | 0            |
| Injuries (total)                                   | 5            | 4            |
| Injuries (rate)                                    | 1.25         | 1            |
| Transit Worker Injury (rate)                       | 1.5          | 0            |
| Assaults on Transit Workers (total)                | 1            | 0            |
| Assaults on Transit Workers (rate)                 | 0.25         | 0            |
| System Reliability*                                | 65,000 miles | 75,000 miles |

Rate: per 1 million vehicle revenue miles

\*Mean distance between mechanical failures



We continue to work with Indian Trails/Michigan Flyer on safety management procedures that are in line with the PTASP. This includes ensuring that monthly Bus Safety Committee meetings are being attended by appropriate staff, and that incident investigations are being followed up in an efficient matter. They have had some issues with adherence to those procedures. Those issues have been addressed with senior leadership. Overall, they have shown continuous improvement in understanding and adhering to an unfamiliar safety system. Their senior leadership has addressed issues quickly and have a cooperative relationship with the RTA regarding the safety program.

**Strategic Plan Alignment:**

Priority One: Build on RTA's Existing Programs and Services.

**Budget Impact:**

No impact.

**Attachment:** 2026 Public Transportation Agency Safety Plan for Bus Service



## Public Transportation Agency Safety Plan for Bus Service

**Version 2.0**  
**October 15, 2026**

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## Regional Transit Authority of Southeast Michigan PTASP for Bus Service

### Transit Agency Information

|                                                                                     |                                                               |                                                                                           |                                                                                                                                                                          |
|-------------------------------------------------------------------------------------|---------------------------------------------------------------|-------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Agency Name</b>                                                                  | Regional Transit Authority of Southeast Michigan (RTA)        |                                                                                           |                                                                                                                                                                          |
| <b>Agency Address</b>                                                               | 1001 Woodward Avenue, Suite 1400, Detroit, MI, 48226          |                                                                                           |                                                                                                                                                                          |
| <b>Urbanized Area Served</b>                                                        | Detroit, MI (primary) and Ann Arbor, MI                       |                                                                                           |                                                                                                                                                                          |
| <b>Name and Title of Accountable Executive (AE)</b>                                 | Ben Stupka, Executive Director, RTA                           |                                                                                           |                                                                                                                                                                          |
| <b>Name of Chief Safety Officer (CSO)</b>                                           | Stace Babcock, Chief Safety Officer, RTA                      |                                                                                           |                                                                                                                                                                          |
| <b>Modes of Service Covered by This Plan</b>                                        | Bus                                                           | <b>List All FTA Funding Types (e.g. 5307)</b>                                             | 5307                                                                                                                                                                     |
| <b>Modes of Service Provided by The Transit Agency</b>                              | Bus,<br>Streetcar                                             | <b>Does agency provide transit service on behalf of another transit agency or entity?</b> | YES                                                                                                                                                                      |
| <b>Name and Address of Transit Agencies/Entities from Which Service is Provided</b> | Indian Trails 109 East Comstock Street Owosso, Michigan 48867 | <b>Description of Arrangement</b>                                                         | RTA Detroit to Ann Arbor (D2A2) & Detroit Air Xpress (DAX) contracted express bus services.<br>The RTA is a large urbanized area provider as defined by 49 CFR Part 673. |

## 1. Plan Development, Approval, and Updates

### Approvals

RTA drafted this Public Transportation Agency Safety Plan (PTASP). The individuals below, submitting and signing this PTASP, verify it was prepared following the appropriate and applicable requirements and guidelines set forth by the Federal Transit Administration (FTA) in their Public Transportation Safety Program, the National Public Transportation Safety Plan, and 49 Code of Federal Regulations (CFR) Parts 670, 673 and others, that they are authorized representatives of the Transit Agency; that their signature attests that all items and conditions contained in this plan are understood, accepted, and approved; and that they are committed to implementing the PTASP and achieving its safety goals and objectives.

REVIEWED BY: \_\_\_\_\_  
*Chief Safety Officer* *Date*

APPROVED BY: \_\_\_\_\_  
*Accountable Executive* *Date*

ACCEPTED BY: \_\_\_\_\_  
*Bus Safety Committee* *Date*

ACCEPTED BY: \_\_\_\_\_  
*Board of Directors* *Date*

### Revision Log

| Version No. | Date             | Remarks                                              |
|-------------|------------------|------------------------------------------------------|
| 1.0         | July 17, 2025    | Initial creation of PTASP for contracted bus service |
| 2.0         | October 15, 2026 | Annual review, switch to FY review cycle             |

### Annual Review and Update of the PTASP

The CSO, with support from all other employees and contractors, has the primary responsibility of assuring the development, implementation, audit, and annual update of the PTASP with oversight and review by the RTA Bus Safety Committee (BSC). Annual review of the PTASP is mandatory and includes the following:

- By July 1 of each year, the CSO or designee is to be notified in writing of any recommended changes to the PTASP for review and approval by the BSC.

## Regional Transit Authority of Southeast Michigan PTASP for Bus Service

- The review will be completed by September 30 of that year, under the direction of the CSO or designee, to include changes to the organizational structure, new systems or contractors, progress on goals and objectives, and new regulations affecting safety and security.
- The CSO or designee submits the updated PTASP to the BSC for approval and signature of the Accountable Executive.
- The CSO or designee submits the signed PTASP to the Board of Directors for approval.

### 2. General Annual Safety Performance Targets and Annual Safety Performance Targets for the Safety Risk Reduction Program

According to 49 U.S.C. § 5329(d), the RTA PTASP must include safety performance targets based on the FTA National Public Transportation Safety Plan's safety performance measures. It is the responsibility of RTA Management to track the performance measures discussed in this section. If the performance measures are not met, it is the responsibility of RTA to use its resources to assess the situation and determine the root cause. Once the root cause has been determined, corrective actions are developed to mitigate the problem after review and approval by the BSC.

All RTA employees and contractors are responsible for following all rules and procedures established by management to achieve the performance measures set in this document.

#### General Annual Safety Performance Targets and Annual Safety Performance Targets for the Safety Risk Reduction Program\*\*\*

| Mode of Transit Service | Fixed-route bus | Defined by the high-level modal groups: rail, fixed-route bus, and non-fixed-route bus.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-------------------------|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Major Events (Total)    | 4               | A collision, derailment, fire, hazardous material spill, act of nature (Act of God), evacuation, or Other Safety Occurrence not Otherwise Classified (OSONOC) occurring on transit right-of-way, in a transit revenue facility, in a transit maintenance facility, or involving a transit revenue vehicle and meeting established NTD thresholds. Or, an occurrence of a bomb threat, bombing, arson, hijacking, sabotage, cyber security event, assault, robbery, rape, burglary, suicide, attempted suicide (not involving a transit vehicle), larceny, theft, vandalism, homicide, CBR (chemical/biological/radiological) or nuclear release, or other event (NTD). |
| Major Events (Rate*)    | 1               | Based on safety and security major events as defined by the NTD, divided by vehicle revenue miles (VRM).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

Regional Transit Authority of Southeast Michigan PTASP for Bus Service

|                                            |      |                                                                                                                                                                                                                                                                                                                                                                    |
|--------------------------------------------|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Collisions (total)</b>                  | 18   | Based on collisions reported to the NTD, defined as a vehicle/vessel accident in which there is an impact of a transit vehicle/vessel with another transit vehicle, non-transit vehicle, fixed object, person(s) (suicide/attempted suicide included), animal, rail vehicle, vessel, or dock (NTD).                                                                |
| <b>Collisions (Rate*)</b>                  | 5.25 | Based on collisions reported to the NTD, divided by VRM.                                                                                                                                                                                                                                                                                                           |
| <b>Pedestrian Collision (Rate*)</b>        | 0.25 | Based on collisions "with a person" as defined by the NTD, divided by VRM.                                                                                                                                                                                                                                                                                         |
| <b>Vehicular Collision (Rate*)</b>         | 1.2  | Based on collisions "with a motor vehicle" as defined by the NTD, divided by VRM.                                                                                                                                                                                                                                                                                  |
| <b>Fatalities (Total)</b>                  | 0    | A death or suicide confirmed within 30 days of a reported event. Does not include deaths in or on transit property that are a result of illness or other natural causes (NTD).                                                                                                                                                                                     |
| <b>Fatalities (Rate*)</b>                  | 0    | Based on fatalities as defined by the NTD, divided by VRM.                                                                                                                                                                                                                                                                                                         |
| <b>Transit Worker Fatality (Rate*)</b>     | 0    | Based on transit worker fatalities as defined by the NTD, including the categories "Transit Employee/Contractor," "Transit Vehicle Operator," and "Other Transit Staff," divided by VRM.                                                                                                                                                                           |
| <b>Injuries (Total)</b>                    | 3    | Any damage or harm to persons as a result of an event that requires immediate medical attention away from the scene (NTD).                                                                                                                                                                                                                                         |
| <b>Injuries (Rate*)</b>                    | 1    | Based on injuries as defined by the NTD, divided by VRM.                                                                                                                                                                                                                                                                                                           |
| <b>Transit Worker Injury (Rate*)</b>       | 1    | Based on transit worker injuries as defined by the NTD, including the categories "Transit Employee/Contractor," "Transit Vehicle Operator," and "Other Transit Staff," divided by VRM.                                                                                                                                                                             |
| <b>Assaults on Transit Workers (total)</b> | 1    | Based on a circumstance in which an individual knowingly, without lawful authority or permission, and with intent to endanger the safety of any individual, or with a reckless disregard for the safety of human life, interferes with, disables, or incapacitates a transit worker while the transit worker is performing the duties of the transit worker (NTD). |
| <b>Assaults on Transit Workers (Rate*)</b> | 0.25 | Based on assaults on transit workers as defined by the NTD, divided by VRM.                                                                                                                                                                                                                                                                                        |

|                             |        |                                                                                                                                                                                                                                                                                                        |
|-----------------------------|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>System Reliability**</b> | 80,000 | The mean distance between major mechanical system failures where some mechanical element of the revenue vehicle prevents the vehicle from completing a scheduled revenue trip or from starting the next scheduled revenue trip because actual movement is limited or because of safety concerns (NTD). |
|-----------------------------|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

\*Rates are per 1 million vehicle revenue miles

\*\*Rates are distance (VRM) operated over a year divided by number of major mechanical system failures over a year

\*\*\**Note on Data Availability and NTD Reporting: The contracted bus service provider has provided safety performance data to NTD for one transit service beginning in October of 2024. RTA will be compliant with the 3-year reporting guidance in FY2028 for all the transit services. Data limitations have been considered when developing performance targets.*

### **3. Safety Performance Target Coordination with Metropolitan, Statewide, and Non-Metropolitan Planning Processes**

RTA coordinates with the Southeast Michigan Council of Governments (SEMCOG), the metropolitan planning organization, in setting regional safety targets annually. The RTA and other regional transit providers share their respective safety targets with SEMCOG, which uses this information to analyze trends and establish annual regional safety targets.

### **4. Safety Risk Reduction Program**

RTA's Safety Risk Reduction Program aims to fulfill the following requirements:

- The reduction and mitigation of vehicular and pedestrian safety events involving transit vehicles, including mitigations consistent with § 673.25(d)(3).
- The reduction and mitigation of assaults on transit workers, including mitigations consistent with § 673.25(d)(4).
- The safety risk mitigations identified and recommended by the Safety Committee based on a safety risk assessment for the safety risk reduction program are included or incorporated by reference in the PTASP.

When identifying safety risk mitigation, RTA will address performance shortfalls. RTA and its BSC will consider the following mitigations:

- *Vehicle and pedestrian safety events:* reduce visibility impairments for transit vehicle operators that contribute to accidents, including retrofits to vehicles in revenue service and specifications for future procurements that reduce visibility impairments.
- *Assaults on transit workers:* consider the deployment of assault mitigation infrastructure and technology on transit vehicles and in transit facilities,

including barriers to restrict the unwanted entry of individuals and objects into the workstations of bus operators.

All mitigation measures identified through the Safety Risk Assessment process and recommended by the BSC are either included directly in the PTASP or incorporated by reference as part of the safety risk reduction program. The key elements of RTA's safety risk reduction program include hazard identification, safety risk assessment, and safety risk mitigation.

## **5. Safety Committee Establishment, Membership, and Procedures**

The BSC was established based on the size, scope, and complexity of RTA. The committee was convened by a joint labor-management process and consists of an equal number of frontline transit workers and management representatives to ensure all hazards are identified. The committee includes frontline transit workers from major transit service functions across the transit system, including operations and maintenance. The chair of the committee was designated by the RTA, and the additional management representative and the frontline worker representatives were designated by the contractor. A non-voting observer was also selected by the RTA.

BSC members will consult technical experts, tools, agency information, and resources, including other transit workers, to serve in an advisory capacity, as needed. Additionally, the committee will be provided with access to submissions to the transit worker safety reporting program to support deliberations. BSC members will also be required to take annual training on the PTASP. The BSC is responsible for the following directives:

- Reviewing and approving the PTASP and any updates before approval by the Board of Directors.
- Setting annual safety performance targets for the safety risk reduction program.
- Identifying and recommending safety risk mitigations necessary to reduce the likelihood and severity of potential consequences identified through the transit agency's safety risk assessment, including safety risk mitigations associated with any instance where the transit agency did not meet an annual safety performance target in the safety risk reduction program.
- Identifying safety risk mitigations that may be ineffective, inappropriate, or were not implemented as intended, including safety risk mitigations associated with any instance where the transit agency did not meet an annual safety performance target in the safety risk reduction program.
- Identifying safety deficiencies for purposes of continuous improvement, including any instance where the transit agency did not meet an annual safety performance target in the safety risk reduction program.

The BSC will publish committee meeting notices, agendas, minutes and hazard logs publicly to inform employees of BSC activities. The committee will reach decisions through a majority of votes and record decisions in meeting minutes. Coordination

and communication with RTA's Board of Directors and the Accountable Executive will be on an as needed basis.

In the event of a dispute within the BSC, the committee will come to a resolution using a neutral internal mediator. Committee members will be compensated for participation in BSC meetings. Employees who serve on the committee will be paid at their standard hourly rate or regular salary, consistent with their current employment classification and pay schedule.

## **6. Safety Management System**

In accordance with 49 CFR §673.21, RTA has established and implemented a safety management system (SMS). The SMS is appropriately scaled to the size, scope, and complexity of RTA and includes the following SMS components: Safety Management Policy, Safety Risk Management, Safety Assurance, and Safety Promotion.

## **7. Safety Management Policy**

### **Safety Management Policy Statement**

RTA is the party responsible for the management of contracted bus operations in Southeast Michigan. As such, the RTA is committed to providing safe, secure, and efficient transportation services. The RTA does so by creating a collective awareness, understanding, involvement in, and commitment among all RTA employees and contractor employees to ensure the security of passengers, employees, property, and the public in the RTA service area. To ensure safety and performance accountability, RTA establishes the following safety objectives:

- Maintain a culture of safety for all employees and contractors
- Track and meet safety performance targets established through the FTA National Safety Plan's safety performance measures
- Address, mitigate, and implement targets or concerns outlined in the safety risk management program
- Monitor and measure safety performance to support continued improvement.
- Promote a safety-first environment through training and communication.

All employees and contractors are responsible for the safety of passengers, employees, property, and those who encounter RTA services. Specific accountability for safety performance rests with those responsible for managing each function or location. Ultimately, the Accountable Executive is accountable for the safety of the system.

RTA management will review the safety program's effectiveness and provide resources to correct deficiencies. It will work with the Michigan Department of Transportation and other agencies involved in safety oversight to achieve the safest and highest quality system possible. The CSO or designee will be responsible for

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distributing this Safety policy to every employee and contractor working for the RTA. All employees and contractors are responsible for understanding and implementing this policy to the best of their abilities.

The CSO or designee, under the direction of the Accountable Executive, is tasked to devise, implement, and administer a comprehensive, integrated, and coordinated PTASP, with a specific safety plan identifying activities to prevent, eliminate, control, reduce hazards (unsafe acts or unsafe conditions), or the potential consequences of the hazards that may occur during the operations of any system under the jurisdiction of the RTA. Management of hazards includes the legitimate right to coordinate with the affected manager to stop unsafe operations when hazards that pose an imminent danger to life or property are thought to exist. The CSO or designee will oversee all safety risk management activities with support from all personnel.

To support the CSO, RTA has established a BSC to support the development, implementation, audit, and annual update of the PTASP, as well as supporting safety related concerns.

It is the policy of the RTA to fully support an ongoing safety program in which preventive concepts are utilized in identifying and resolving hazards; however, the success of the Safety Program depends on the sincere and cooperative efforts of all contractors and RTA employees. Therefore, each RTA employee and contractor is responsible for actively participating in the safety process, providing requested information, and supporting and aiding in any investigations and their outcomes.

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*Ben Stupka*  
*Executive Director and Accountable Executive*  
*Regional Transit Authority of Southeast Michigan*

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*Date*

## **Safety Management Policy Communication**

Communications will include, but not be limited to:

- Initial Onboarding Training
- Refresher/Retraining (annually and as needed basis)
- Staff Meetings
- Safety/Driver Meetings
- Bulletins/Memos
- TV Displays
- Emails to staff
- Contractor Drug & Alcohol Policy
- Training Materials

## **Authorities, Accountabilities, and Responsibilities for Management of Safety**

### Accountable Executive:

- The Accountable Executive is the single, identifiable person who has ultimate responsibility and accountability for implementing and maintaining the RTA's SMS and PTASP. This is the same person responsible for carrying out the RTA's Transit Asset Management (TAM) Plan. The Accountable Executive has control over the capital and human resources needed to develop and maintain both the PTASP and TAM Plan. The Accountable Executive is also responsible for ensuring action is taken, as necessary, to address substandard performance in the SMS. This individual is the primary decision-maker who is ultimately responsible for both safety and TAM Plan.

In accordance with 49 CFR §673.23(d)(1)(i), the Accountable Executive is responsible for ensuring that all safety risk mitigations identified in the RTA's Safety Reduction Program are implemented. The Accountable Executive also receives and considers all other safety risk mitigation recommendations made by the BSC.

The Accountable Executive may delegate specific responsibilities, but the ultimate accountability for the RTA's safety performance cannot be delegated and always rests with the Accountable Executive. Specific accountability for safety performance rests with those responsible for managing each function or location. Ultimately, the Accountable Executive is accountable for the safety of the system.

### Chief Safety Officer or Safety Management System (SMS) Executive:

The Chief Safety Officer (CSO) role is responsible for overseeing and implementing the RTA PTASP. Reporting directly to the Accountable Executive, this position is responsible for developing and implementing the PTASP as established in 49 CFR 673 and 674. The CSO has the authority and responsibility for day-to-day implementation and operation of the SMS. Additionally, the CSO or designee serves as the Chair of the Bus Safety Committee and is an adequately trained individual who has responsibility

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for safety. The CSO will not act in any other operational or maintenance capacity.

The Chief Safety Officer or designee is responsible for:

- Coordinating the development, implementation, audit, and update of the RTA PTASP under 49 CFR 674.
- Identifying substandard performance in the RTA's contracted SMS and developing action plans for approval of the Accountable Executive.
- Providing Safety Risk Management (SRM) expertise and support for other RTA personnel who conduct and oversee Safety Assurance activities.
- Conducting Hazard Risk Analysis and reviewing proposed risk ratings for new safety hazards
- Monitoring various safety logs including Hazard, Corrective Action Plan, Accident/Incident, Occurrence, Unusual Occurrences.

### Agency Leadership and Executive Management:

The RTA Planning and Innovation (P&I) Director, or designee, is responsible for oversight of all contracted transit services and will support the efforts and responsibilities of the Accountable Executive and CSO.

### Key Staff:

In addition to the above RTA positions, the Contractor has designated a Transit Contractor Executive as their safety-related point of contact with the RTA's CSO or designee, as well as an SMS Manager responsible for carrying out the day-to-day safety-related activities for the contracted services. Refer to the attached Appendix A for details on the safety roles and responsibilities of each Transit Contractor.

### Bus Safety Committee:

The following members and roles will contribute to the BSC which meets regularly to fulfill its responsibilities:

Chair – Chief Safety Officer or designee

Contractor Oversight – P&I Director or designee

SMS Manager – Safety Director, Indian Trails

Two Frontline Employees

### **Transit Worker Safety Reporting Program**

RTA requires its contractor to implement an Employee Safety Reporting Program that:

- Allows transit workers to report safety concerns to senior management
- Includes reporting assaults on transit workers, near-misses, and unsafe

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acts and conditions

- Encourages employees to report any safety-related situation
- Emphasizes benefits for safety, not safety record
- Establishes clear guidelines for unacceptable behavior
- Balances learning and accountability
- Establishes several methods for employees to report safety issues.

The Contractor's employee safety reporting system's guidelines are in the Indian Trails Safety Accident and Incident Reporting Program. Self-reporting is not an out-of-jail-free card; it is a restorative process that focuses on identifying mistakes made in good faith and providing re-education on safe practices, rather than doling punitive actions.

The following table presents a guideline for assessing intent in cases of safety events:

| Human Error                                                                                                                          | At-Risk Behavior                                                                                                                                                                                      | Reckless Behavior                                                                                            |
|--------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|
| An inadvertent action – slip, lapse, mistake                                                                                         | A choice – a risk not recognized or believed to be justified                                                                                                                                          | Conscious disregard of unreasonable risk                                                                     |
| Managed through: <ul style="list-style-type: none"><li>• Processes and procedures</li><li>• Checklists</li><li>• Trainings</li></ul> | Managed through: <ul style="list-style-type: none"><li>• Increased situational awareness</li><li>• Removing incentives for at-risk behavior</li><li>• Creating incentives for safe behavior</li></ul> | Managed through: <ul style="list-style-type: none"><li>• Remedial action</li><li>• Punitive action</li></ul> |

Further discussion on employee safety reporting for contracted services may be found in Appendix A.

## 8. Safety Risk Management

### Hazard Identification

Identifying hazards is the responsibility of all departments and is the key to system safety. Safety hazard identification encompasses a set of methodologies that first search throughout the system for anything with potential physical and occupational harm. The RTA CSO or designee shall review all risks that are identified. Identified risks are analyzed for severity, likelihood, and cost feasibility of remedial action required to eliminate or reduce the hazard to the lowest practical level.

Hazards can be identified in several ways, such as:

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- Accidents, Incidents, and System Reliability and Failure Reports
- Ride Checks and Proficiency Checks
- System Inspections
- Internal, FTA, or MDOT Audits and Regulatory Inspections
- Data and information provided by FTA or MDOT
- Data and information regarding exposure to infectious disease provided by the Centers for Disease Control and Prevention (CDC) or Michigan Department of Health & Human Services
- Customer, Contractor, and Employee Complaints
- Safety Committee
- Transit Industry Experience
- Employee Safety Reporting
- Occupational task review
- Safety concerns identified through Safety Assurance activities carried out under § 673.27

The Accountable Executive is responsible for allocating resources necessary to mitigate safety and security hazards, or the potential consequences of the hazards. The RTA Contractor will use a hazard identification and analysis process before purchasing and accepting new equipment and modifying existing facilities, systems rolling stock, and infrastructure elements. These modifications will be reviewed by the BSC before implementation.

### **Safety Risk Assessment**

Hazard Risk Assessment is a semi-quantitative calculation based on mostly subjective judgments used to determine the risk associated with each hazard and, thus, the urgency for implementing corrective measures to eliminate or reduce risks to an acceptable level. Risk Assessment is comprised of evaluating hazard severity (categorizing the hazard) and estimating hazard likelihood. The factors considered in this analysis include system safety, schedule, existing safety risk mitigations, and the impact on the public's perception of the system's safety.

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### Hazard Severity

| <b>Description</b> | <b>Severity Category</b> | <b>Criteria</b>                                                                                                                                                                                                                                                                                  |
|--------------------|--------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Catastrophic       | 1                        | Could result in one or more of the following: Death, permanent total disability, irreversible significant environmental impact, or monetary loss equal to or exceeding \$10 M.                                                                                                                   |
| Critical           | 2                        | Could result in one or more of the following: Permanent or partial disability, injuries, or occupational illness that may result in hospitalization of at least three personnel, reversible significant environmental impact, or monetary loss equal to or exceeding \$1 M but less than \$10 M. |
| Significant        | 3                        | Could result in one or more of the following: Injury or occupational illness resulting in one or more lost workday(s), reversible moderate environmental impact, or monetary loss equal to or exceeding \$100 K but less than \$1 M.                                                             |
| Marginal           | 4                        | Could result in one or more of the following: Injury or occupational illness not resulting in a lost workday, minimal environmental impact, or monetary loss less than \$100 K.                                                                                                                  |

### Hazard Likelihood

| <b>Description</b> | <b>Level</b> | <b>Specific Individual Item</b>                                                              | <b>Fleet or Inventory</b>                         |
|--------------------|--------------|----------------------------------------------------------------------------------------------|---------------------------------------------------|
| Frequent           | A            | Likely to occur often in the life of an item                                                 | Continuously experienced                          |
| Probable           | B            | Will occur several times in the life of an item                                              | Will occur frequently                             |
| Occasional         | C            | Likely to occur sometime in the life of an item                                              | Will occur several times                          |
| Remote             | D            | Unlikely, but possible to occur in the life of an item                                       | Unlikely, but can reasonably be expected to occur |
| Improbable         | E            | So unlikely, it can be assumed that occurrence may not be experienced in the life of an item | Unlikely to occur, but possible                   |

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|            |   |                                                                                                        |                                                                                                        |
|------------|---|--------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|
| Eliminated | F | Incapable of occurrence. This level is used when potential hazards are identified and later eliminated | Incapable of occurrence. This level is used when potential hazards are identified and later eliminated |
|------------|---|--------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|

### Risk Assessment Matrix

|                   | <b>Catastrophic</b> | <b>Critical</b> | <b>Significant</b> | <b>Marginal</b> |
|-------------------|---------------------|-----------------|--------------------|-----------------|
| <b>Frequent</b>   | High                | High            | Serious            | Medium          |
| <b>Probable</b>   | High                | High            | Serious            | Medium          |
| <b>Occasional</b> | High                | Serious         | Medium             | Low             |
| <b>Remote</b>     | Serious             | Medium          | Medium             | Low             |
| <b>Improbable</b> | Medium              | Medium          | Medium             | Low             |
| <b>Eliminated</b> | N/A                 | N/A             | N/A                | N/A             |

### Safety Risk Mitigation

The Safety Risk Mitigation process utilizes the output of the Safety Risk Assessment process. The objectives of this process are to:

- Identify areas where hazard resolution requires a change in the system design, installation of safety devices, or development of special procedures
- Verify hazards involving interfaces between two or more systems have been resolved
- Verify the resolution of a hazard in one system does not create a new risk in another system

The RTA will use the following methodologies to meet system safety and security objectives by eliminating, mitigating, or controlling hazards. These controls are implemented throughout procurement and operations of service to reduce the likelihood and severity of potential risk consequences:

- Design out hazards or design to minimize hazard severity to the extent permitted by cost and practicality. Identified risks are eliminated or controlled by equipment, systems, and facilities design.
- Develop mitigating provisions for hazards that cannot reasonably be eliminated or controlled through design to an acceptable level using fixed, automatic, or other protective safety design features or devices. Provisions are made for a periodic performance of functional checks of safety devices and employees' training to meet system safety objectives.
- When design, training, or safety devices cannot reasonably nor effectively eliminate or control an identified hazard, safety warning devices are used (to the extent practicable) to alert persons to the risk.
- Where it is impossible to reasonably eliminate or adequately control a hazard

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through design, safety, and warning devices, procedures, and training are used to manage the risk. Cautionary notations are standardized for all persons involved, and safety-critical issues will require authorized personnel certification.

RTA will also consider guidance provided by MDOT, FTA, the CDC, and State health authority. The review process of the mitigating action consists of the following:

- The Contractor SMS Manager or any other manager/personnel will identify proposed mitigation actions to eliminate or control each identified risk and submit it to the CSO or designee.
- The CSO or designee will evaluate the proposed mitigating actions.
- The CSO or designee will convene the BSC to evaluate the mitigating action.
- If the BSC approves the mitigating action (a majority of votes), the CSO or designee will inform the Accountable Executive of the determination of whether the hazard is adequately controlled or mitigated
- The CSO or designee will evaluate the residual risk, based on those mitigating actions, to assess the potential effectiveness,
- The mitigating action will be submitted to the Accountable Executive.
- If the mitigation proves unsuccessful, the CSO or designee will reconvene the BSC to review the unsuccessful mitigation and facilitate the development of an alternate mitigation method.

RTA will review and approve the Contractors' hazard identification and mitigation program. Once mitigations are agreed by RTA and the Contractors for identified hazards, mitigations are tracked through the safety risk management program to ensure all concerns raised have been addressed, mitigated, and implemented. Hazard tracking may be done through reports, logs, worksheets and/or similar methods that allow for updating if changes occur that impact the findings of the safety analysis.

When the BSC recommends a safety risk mitigation unrelated to the safety risk reduction program and the Accountable Executive decides not to implement the safety risk mitigation, the Accountable Executive prepares a written statement explaining their decision and submits and presents it to the transit agency's BSC and/or Board of Directors.

RTA audits and provides oversight to the Contractor to confirm the Contractors manage safety risk at an acceptable level to RTA. Refer to the attached appendices for details on how hazards are captured and tracked by the Contractor.

## **9. Safety Assurance**

### **Safety Performance Monitoring and Measurement**

Monitor the system for compliance with procedures for operations and maintenance:

Activities include, but are not limited to, pre- and post-trip inspections of equipment, maintenance service program that requires service every 10k miles on all equipment along with general inspections by maintenance staff between every trip, annual MVRs for all drivers and other safety-sensitive employees, Federal Motor Carrier Safety Administration (FMCSA) Clearing House use for regulated testing, electronic logs via ELD's for drivers, tracking and reminders of all expiration dates for licensing and testing, and all internal reporting systems for accidents and incidents.

Monitor operations to identify any safety risk mitigations that may be ineffective, inappropriate, or were not implemented as intended:

Activities include, but are not limited to, regular monitoring of all onboard and facility security cameras, GPS/Electronic Logging Devices (ELD) systems on the buses, performance reviews or counseling sessions with employees, other general feedback from employees, feedback from customers/passengers, claims reviews with insurance companies, OSHA audits, state and/or federal audits, MDOT annual equipment inspections.

Conduct investigations of safety events, including the identification of causal factors:

Activities include review of all on-board electronic surveillance and safety systems on the motorcoaches (security cameras and electronic-logging/GPS devices), facility security cameras, reports from those involved, interviews with those involved, event or incident reviews by managerial staff and/or committees assigned, insurance investigations or reviews, driver ride-alongs, refresher training, performance evaluations, employee counseling, and anonymous suggestion or input boxes.

Monitor information reported through internal safety reporting programs:

Activities include, but are not limited to, routine monitoring of all onboard and facility security cameras, monitoring of GPS systems, routine discussions or interviews with staff, ride-alongs with drivers, performance reviews and/or counseling sessions with employees, anonymous feedback through supervisors and also suggestion/feedback boxes, and feedback from customers/passengers.

The safety risk mitigation measures will be monitored through the BSC meetings.

### **Management of Change**

Additions, modifications, or deletions to SOPs and the existing configuration of presently operating facilities, fleet, and equipment directly related to operation on

contracted service are approved by the RTA BSC. These reviews are established to ensure system and operational changes are approved before implementation, and that all relevant documentation including training programs, are updated to reflect these changes.

Upon approving any system or operations change, Indian Trails transit contractor will create a Special Instruction or a new or revised SOP to advise affected employees. Contractor supervisors will distribute new control documents during targeted training to employees, ensuring they understand the operational change as it applies to their jobs.

Please refer to Indian Trails Change Control Configuration Management SOP for specific details.

### **Continuous Improvement**

Continuous improvement is measured through monitoring RTA safety performance indicators. These objectives are achieved by applying internal evaluations and independent audits of the SMS. Compliance with this requirement is indicated when:

- The RTA BSC has the necessary authority to make decisions related to the improvement and effectiveness of the SMS or
- The RTA SMS is periodically reviewed for improvements in safety performance.

This element is satisfied when the organization routinely monitors the SMS performance to identify potential areas of improvement. The outcomes of this process lead to improvements to the safety management system.

Best practices for continuous improvement include:

- Incorporating lessons learned into the policy and procedures
- Benchmarking the RTA's SMS against other organizations and actively promoting SMS within the transportation industry
- Seeking out and embracing best practices of other organizations
- Regularly carrying out and acting upon surveys and assessments of organizational culture
- Requiring contractors to follow, participate in, and share information related to the RTA's SMS

Annual review and updates cycles, internal and external audits, and comments from MDOT, FTA, and other regulatory compliance agencies also contribute to continuous improvement.

Additionally, under the direction of the Accountable Executive, RTA will develop and carry out plan(s) to address any deficiencies identified through the safety performance process, including deficiencies in the SMS and the agency's performance

against its safety performance targets. The agency's performance will be identified and compared against the annual safety performance targets set by the BSC for the safety risk reduction program.

Monitoring activities include a quarterly review of the safety performance targets. If established annual safety performance targets set by the BSC are not met, RTA will assess the associated safety risk through its safety hazard risk assessment process to determine the revised action, then mitigate the safety risk using its safety risk mitigation process and follow up to ensure the revised action is met.

RTA will allocate its safety set-aside in the following fiscal year to safety-related projects eligible under 49 U.S.C. 5307 that are reasonably likely to help it meet missed safety performance target(s) for the safety risk reduction program in the future.

## **10. Safety Promotion**

### **Competencies and Training**

Safety training is conducted on all RTA Contractor equipment. The BSC oversees the formulation of the training programs, SOPs, and rules prepared and implemented by the RTA. Management of RTA will issue operating rules and SOPs to all operating personnel and contractors, including all operations transit workers, maintenance transit workers, and transit workers directly responsible for safety. The BSC must approve all respective rules and SOPs.

Periodically, reviews and oversight activities associated with the program are completed. Activities or functions judged to be safety-critical may require special training or certification. Refresher training is accomplished at least annually for operations and maintenance employees and when situations related to employee performance warrant it. Documentation of training is kept up to date. The RTA Contractor provides the following training:

- Operating Personnel Training
- Maintenance Personnel Training
- Safety Training
- Safety/Industrial Hygiene Training and Education
- Emergency Response Personnel Training
- Assault Awareness and Prevention Training
- De-escalation Training
- Safety Concern Identification and Reporting Training

Additional competencies and trainings pertaining to contracted transit service are provided in Appendix A.

### **Safety Communication**

The RTA effectively communicates safety and safety performance information

throughout the RTA and to its contracted transit services using the following methods:

- **Monthly Safety Meetings:** Participation in this meeting is mandatory for operating employees and/or supervisors. The Contractor SMS Manager leads this meeting. Hazard and safety risks relevant to transit workers' roles and responsibilities are identified. Safety actions taken in response to reports submitted through the transit worker safety reporting program may be noted in this meeting. Additionally, results of relevant activities for employees and supervisors will be shared with the BSC.
- **Job briefings:** Every time non-routine work is performed, a job safety briefing is held to discuss the task's hazards. Safety protocols and special tool usage will be discussed and documented. Copies are provided to the RTA Safety Manager for retention. Hazard and safety risks relevant to transit workers' roles and responsibilities are identified.
- **For contracted transit service:**
  - Initial Onboarding and Refresher Training/Materials
  - Company Handbook
  - Drug and Alcohol Policy
  - Electronic Logging Devices/GPS (through reports generated to mgmt.)
  - TV Displays
  - Bulletins/Memos/Emails to employees
  - Driver/Safety Meetings
  - Employee Evaluations and Counseling Sessions (including written reports)
  - Insurance and Equipment Manufacturer-Provided Videos
  - Insurance Claims Reporting and Analysis
  - FMCSA - SMS Scorecards
  - Driver Ride-Alongs
  - Anonymous Suggestion and Reporting "Boxes"

## **11. Additional Information**

### **Supporting Documentation**

The following supporting documentation has been referenced in this document:

- Indian Trails Accident and Incident Reporting Program
- Indian Trails Change Control Configuration Management

### **Safety Plan Documentation and Recordkeeping**

In accordance with 49 CFR § 673.31, the RTA will maintain all documents that are set forth in this PTASP, including those related to SMS implementation and results. These documents will be maintained for a minimum of three years after they are created and will be made available upon request to the FTA or other Federal or State agency

with jurisdiction.

### **Definitions of Terms**

**Accountable Executive:** A single, identifiable person who has ultimate responsibility for carrying out the Public Transportation Agency Safety Plan of a transit agency; responsibility for carrying out the transit agency's Transit Asset Management Plan; and control or direction over the human and capital resources needed to develop and maintain both the transit agency's Public Transportation Agency Safety Plan, in accordance with 49 U.S.C. 5329(d), and the transit agency's Transit Asset Management Plan in accordance with 49 U.S.C. 5326.

**Assault on a Transit Worker:** As defined under 49 U.S.C. 5302, a circumstance in which an individual knowingly, without lawful authority or permission, and with intent to endanger the safety of any individual, or with a reckless disregard for the safety of human life, interferes with, disables, or incapacitates a transit worker while the transit worker is performing the duties of the transit worker.

**Bus Safety Committee:** The formal joint labor-management committee on issues related to bus safety that is required by 49 U.S.C. 5329 and 49 CFR Part 673.

**CDC:** The Centers for Disease Control and Prevention of the United States Department of Health and Human Services.

**Chief Safety Officer:** An adequately trained individual who has responsibility for safety and reports directly to a transit agency's chief executive officer, general manager, president, or equivalent officer. A Chief Safety Officer may not serve in other operational or maintenance capacities.

**Emergency:** As defined under 49 U.S.C. 5324, a natural disaster affecting a wide area (such as a flood, hurricane, tidal wave, earthquake, severe storm, or landslide) or a catastrophic failure from any external cause, as a result of which the Governor of a State has declared an emergency and the Secretary has concurred; or the President has declared a major disaster under section 401 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5170).

**Fixed Route Services:** Services provided on a repetitive, fixed schedule basis along a specific route with vehicles stopping to pick up and deliver passengers to specific locations; each fixed route trip serves that same origins and destinations.

**FTA:** The Federal Transit Administration, an operating administration within the United States Department of Transportation.

**Hazard:** Any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.

**Injury:** Any harm to persons as a result of an event that requires immediate medical

attention away from the scene.

**Investigation:** The process of determining the causal and contributing factors of a safety event or hazard, for the purpose of preventing recurrence and mitigating safety risk.

**Joint Labor-Management Process:** A formal approach to discuss topics affecting transit workers and the public transportation system.

**National Public Transportation Safety Plan:** The plan to improve the safety of all public transportation systems that receive Federal financial assistance under 49 U.S.C. chapter 53.

**Near-miss:** A narrowly avoided safety event.

**Performance Measure:** An expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

**Potential Consequence:** The effect of a hazard.

**Public Transportation:** As defined under 49 U.S.C. 5302, regular, continuing shared-ride surface transportation services that are open to the general public or open to a segment of the general public defined by age, disability, or low income; and does not include: Intercity passenger rail transportation provided by the entity described in 49 U.S.C. chapter 243 (or a successor to such entity); Intercity bus service; Charter bus service; School bus service; Sightseeing service; Courtesy shuttle service for patrons of one or more specific establishments; or Intra-terminal or intra-facility shuttle services.

**Public Transportation Agency Safety Plan:** The documented comprehensive agency safety plan for a transit agency that is required by 49 U.S.C. 5329 and 49 CFR Part 673.

**Safety Assurance:** Processes within a transit agency's Safety Management System that functions to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.

**Safety Event:** An unexpected outcome resulting in injury or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.

**Safety Management Policy:** A transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities for the management of safety.

**Safety Management System (SMS):** The formal, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk

mitigation. SMS includes systematic procedures, practices, and policies for managing hazards and safety risk.

**Safety Management System (SMS) Executive:** A Chief Safety Officer or an equivalent.

**Safety Performance Target:** A quantifiable level of performance or condition, expressed as a value for the measure, related to safety management activities, to be achieved within a specified time period.

**Safety Promotion:** A combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.

**Safety Risk:** The composite of predicted severity and likelihood of a potential consequence of a hazard.

**Safety Risk Assessment:** The formal activity whereby a transit agency determines Safety Risk Management priorities by establishing the significance or value of its safety risk.

**Safety Risk Management:** A process within a transit agency's Public Transportation Agency Safety Plan for identifying hazards and analyzing, assessing, and mitigating the safety risk of their potential consequences.

**Safety Risk Mitigation:** A method or methods to eliminate or reduce the severity and/or likelihood of a potential consequence of a hazard.

**Safety Set-Aside:** The allocation of not less than 0.75 percent of assistance received by a large urbanized area provider under 49 U.S.C. 5307 to safety-related projects eligible under 49 U.S.C. 5307.

**State:** A State of the United States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, Guam, American Samoa, and the Virgin Islands.

**State of Good Repair:** A condition in which a capital asset is able to operate at a full level of performance.

**Transit Agency:** An operator of a public transportation system that is a recipient or subrecipient of Federal financial assistance under 49 U.S.C. 5307 or a rail transit agency.

**Transit Asset Management Plan:** The strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost-effective, and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR part 625.

**Transit Worker:** means any employee, contractor, or volunteer working on behalf of the transit agency.

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**Urbanized Area:** As defined under 49 U.S.C. 5302, an area encompassing a population of 50,000 or more that has been defined and designated in the most recent decennial census as an urban area by the Secretary of Commerce.

### **Definitions of Acronyms**

**ADA:** Americans with Disabilities Act

**AE:** Accountable Executive

**BSC:** RTA Bus Safety Committee

**CCMP:** Change Configuration Management Program

**CSO:** Chief Safety Officer

**ELD:** Electronic Logging Device

**ESC:** Executive Safety Committee

**FMCSA:** Federal Motor Carrier Safety Administration

**FTA:** Federal Transit Administration

**MDOT:** Michigan Department of Transportation

**OEM:** Original Equipment Manufacturer

**OSHA:** Occupational Safety and Health Administration

**P&I:** Planning and Innovation

**PTASP:** Public Transportation Agency Safety Plan

**RTA:** Regional Transit Authority of Southeast Michigan

**SD:** Safety Director

**SEMCOG:** Southeast Michigan Council of Governments

**SMS:** Safety Management System

**SOP:** Standard Operating Procedure

**TAM:** Transit Asset Management

**TrAMS:** Transit Award Management System

**VRM:** Vehicle Revenue Miles

## **12. Contractor Appendix A: Indian Trails**

### **Contracted Service Description**

Under its contracts with the RTA, Indian Trails provides fixed-route express bus service, Detroit to Ann Arbor (D2A2) and Detroit Air Xpress (DAX). One garage is operated and serviced at the Indian Trails facility in Romulus, Michigan. Indian Trails provides the buses, as well as maintains and holds the liability insurance on the vehicles.

The D2A2 express commuter bus service connects Detroit and Ann Arbor, Michigan. This service provides hourly trips on average between the two communities for 16 round trips a day during the week (6:00 a.m. - 11:00 p.m.) and limited service on Saturday and Sunday. The number of buses that run the D2A2 route varies by day and time of year. This service also uses approximately up to three 45' Prevost H3-45 buses.

The DAX pilot express bus service runs between Downtown Detroit and Detroit Metro Airport (DTW). The service provides hourly trips on average, running seven days a week, 365 days a year, for 16 round trips a day (3:30a.m. - 11:00 p.m.). The number of buses that run the DAX route varies by day and time of year. This service uses up to three 45' Prevost H3-45 buses a day.

### **Safety Roles & Responsibilities**

The positions below are responsible for safety at Indian Trails:

- Indian Trails Transit Contractor Executive
- Indian Trails Transit Contractor Safety Director
- Indian Trails Transit Contractor VP Operations/Maintenance
- Indian Trails Transit Contractor Operations Manager

In addition, Indian Trails has a Safety Solutions Team at its local level that meets once per month to discuss safety priorities, safety issues, and hazard management, and to communicate safety-related information across all departments. Each location's Safety Representative participates in the Safety Solutions Team. Indian Trails Region Safety Representatives also conduct regular internal reviews of local operations using a risk-based Location Safety Review.

Indian Trails also hosts routine Executive Safety Meetings and posts minutes from each meeting at each location.

### **Employee Safety Reporting Program**

Indian Trails Transit Contractor provides employees an anonymous safety reporting channel through reporting boxes, email, or in person reporting. All employees are encouraged to report any safety-related hazards, incidents, accidents, assaults on transit workers, near-misses, unsafe acts, unsafe conditions or other potential issues

directly to their immediate supervisor. Anonymity is maintained for any employee reporting safety concerns.

Indian Trails' corporate safety management policy establishes that Indian Trails will not retaliate against nor impose any other form of retribution on any employee because of their good faith reporting of a safety issues/concern, another person's suspected violation of company policies or guidelines, and any alleged violations of federal, state, or local laws. If the circumstances and the offense charged, in Indian Trails' judgement, present a potential risk to the safety and/or security of its customers, employees, premises and/or property, such events may result in disciplinary or other appropriate action to the extent permitted by applicable law.

All incidents or accidents are reported through Indian Trails' 24-hour dispatch system. The dispatcher will complete a formal report and distribute it electronically to all appropriate department managers, including the Safety Director. At the time of the reporting, the dispatcher will also contact appropriate local, or state authorities as needed.

The dispatcher will also file formal reports or claims with insurance companies when required. The completed reports, along with any additional notes, are posted for viewing by all parties and any follow up photos, videos, reports, witness statements, police/fire reports, or other documentation are included in a Dropbox file link for one click access to all related files and reports.

After investigations of each accident or incident are completed, any necessary training, disciplinary action, or corrective measures are conducted with the employee involved. All pertinent files, documents, reports, etc. are stored for future reference.

### **Hazard Identification & Tracking**

Indian Trails Transit Contractor identifies hazards through multiple channels, including but not limited to:

- Accident and incident reporting and investigations
- Electronic surveillance, including video cameras and GPS tracking systems
- Anonymous employee reporting of potential or visible hazards
- Safety and training/refresher training meetings
- Federal and state regulatory audits
- Insurance audits
- Industry meetings and data (including Bus Industry Safety Council – BISC)
- Daily employee check-in procedures and reasonable suspicion
- Vehicle maintenance program
- Driver ride-alongs
- Passenger feedback

## **Safety Training Program**

Indian Trails Transit Contractor provides training in multiple areas and through multiple channels, including but not limited to:

- Behind-the-wheel and classroom training for new operators
- Ongoing and/or refresher training
- Pre-trip and post-trip inspections training
- Wheelchair lift operation and other ADA-related training
- Training on electronic logging devices (ELDs) and other on-board equipment systems
- Driver ride-alongs
- Lifting and other health-safety related techniques
- Drug and Alcohol awareness
- Distracted driving
- Fatigue and Sleep Apnea awareness
- Emergency response procedures
- OSHA training for all maintenance personnel, including MSDS and PPE training
- Industry-specific and insurance-related safety videos

Indian Trails Transit Contractor maintains the following safety-related documents:

- Company Handbook
- Driver Training Manual
- Saucon Electronic Driver Logs Training Manual
- Drug and Alcohol Policy
- OSHA Sheets
- Bulletins

## **13. Indian Trails Accident and Incident Reporting Program**

### **OVERVIEW**

The primary responsibility for transit safety rests with supervisors and managers; however, safety is everyone's concern. Indian Trails will not take disciplinary action against any employee who discloses a hazard, incident, or occurrence involving safety. This policy shall not apply to information from a source other than the employee, contractor, or vendor involving an illegal act or a deliberate or willful disregard of promulgated policies or procedures.

### **PURPOSE**

Indian Trails is committed to continuously improving workplace safety by encouraging staff to report safety hazards and near-miss events without fear of reprisal to mitigate safety risks.

## **SCOPE**

This policy applies to all Indian Trails personnel, contractors, and vendors.

## **PROCEDURES**

- I. Indian Trails will establish an employee safety reporting program to provide staff with a streamlined method of communicating both Preventable and Non-preventable Major Accidents, Minor Accidents, Incidents and other safety concerns that are non-punitive, flexible, and easy to access, providing timely and accessible feedback.
- II. Staff participating in this program are ensured that no action will be taken against anyone who discloses a safety concern unless the disclosure indicates an illegal act, gross negligence, or a deliberate or willful disregard of regulations or procedures.
- III. Following the steps in this policy will:
  - a. Promote an open workplace safety culture.
  - b. Employ a systematic approach to report safety issues for all Operations, Maintenance, Administration, and Safety/Security staff.
  - c. Provide an opportunity to understand operational concerns and hazards through hazard identification and analysis.
  - d. Utilize the information to implement reforms as appropriate or necessary to prevent or reduce future risk or reoccurrence.
  - e. Support management's objectives of establishing a safety reporting culture to identify and control hazards, reduce safety risks, and prevent harmful incidents.
- IV. All Safety Sensitive Employees involved in Preventable and Non-Preventable Accidents or Incidents are to report them immediately at the time of occurrence to the on-duty dispatcher. The Dispatcher will begin the initial incident report.
- V. Any other safety concerns can be reported using the Form 26 forms that will be in the Dispatch, the Drivers Area, Garage, and Safety offices. A Drop box for anonymous reporting will also be in each Driver area available to all employees who wish to report a concern anonymously.
- VI. After the Initial Incident Report is started, the employee will be asked to complete a Statement Report as well as turn in any other information that was gathered, including witness statements and photographs of the scene which may be submitted through the Dispatcher, their respective supervisor, manager, or Safety/Security Department via email at [dispatch@indiantrails.com](mailto:dispatch@indiantrails.com).
- VII. All Initial Incident Reports are given to the Safety Director who will then

initiate an internal Preventability Determination.

- VIII. The determination is made after reviewing all the available data gathered. This could include Witness Statements, Photos, Drivers Statements, Video Surveillance footage, and Police reports.
- IX. Preventability determination will be made by the Safety Director. The safety sensitive employee will be notified as soon as possible. If the determination is preventable, the Employee may request to have the Determination appealed to the Accident Review Committee.

## **RESPONSIBILITIES**

- I. **Safety Director:**
  - a. Monitor the implementation of federal, state, and local health and safety laws, ordinances, and procedures.
  - b. Acknowledge the receipt of Initial Incident Reports.
  - c. Monitor the performance of the Safety Reporting Program and make any necessary recommendations for improvement.
  - d. Coordinate training for all employees/vendors/contractors.
- II. **Indian Trails Staff:** Promptly report all hazards, near-miss events, or safety concerns by completing a Form 26 form (Initial Incident Report).

## **14.Indian Trails Change Control Configuration Management SOP**

### **INTRODUCTION**

- I. The Transit Contractor Executive oversees the development, implementation, and maintenance of a comprehensive Change Configuration Management Program (CCMP) for RTA contracted services including Indian Trails facilities, revenue vehicles, safety-critical systems such as communications, and plans and policies affecting safety or security.
- II. The goal of the CCMP is to (1) define and develop guidelines that will ensure system baselines are established, (2) ensure design changes are correctly controlled, managed, and communicated to the appropriate stakeholders, and (3) ensure an efficient system development process is created and maintained.
- III. The current objectives for the Indian Trails CCMP include the following:
  - A. Define and document Change Configuration Management Processes
  - B. Educate and train staff on CCMP processes
  - C. Develop CCMP performance measures
  - D. Provide accurate information
  - E. Perform CCMP assessments/audits

## **SCOPE**

- I. The CCMP establishes guidelines for administering a uniform change configuration management program for upgrades, refurbishment, and changes to facilities or systems impacting RTA contracted services. These guidelines include documentation, management, and approval requirements for change configuration activities.

## **APPLICABILITY**

- I. This CCMP applies to Indian Trails revenue vehicles and facilities used for RTA contracted services. The guidelines in this CCMP apply to all aspects of the system, including, but not limited to, new and rehabilitation projects impacting revenue vehicles, and facilities.
- II. The baseline for all infrastructure changes will be the as-built and approved contractor/vendor-confirmed drawings, specifications, software, the latest revision of drawings for existing infrastructure, operations and maintenance manuals, and standard operating procedures. The effective date for the baseline will depend upon the element or system, generally being the date of acceptance by the Indian Trails organization.
- III. This document will be reviewed and updated annually by Indian Trails.

## **PURPOSE**

- I. Change Configuration Management is the systematic control of the physical and operational features of a safety/security-critical project, program, system, or operation, along with the monitoring and documenting of all changes to these features. The procedure for initiating, processing, and implementing safety/security-critical modifications and improvements must include complete and accurate documentation.
- II. This document will establish for Indian Trails:
  - a. Clear and consistent criteria for determining what equipment, facility, and documentation changes are subject to configuration management and document change control;
  - b. Consistent procedures for the submittal, approval, and implementation of all changes to the subject system, equipment, or facility changes;
  - c. Processes for documentation and dissemination of all such configuration changes;
  - d. A process to ensure all configuration changes affecting personnel, equipment, and procedures are carefully analyzed for safety/security impacts and hazards that the changes may introduce;
  - e. An efficient and consistently applied process for distributing, safely storing, and quickly retrieving all applicable documents.

## **RESPONSIBILITIES**

- I. The Transit Contractor Executive is responsible for configuration management and change control oversight at Indian Trails for RTA contracted services. The Safety Director (SD), under the direction of the Transit Contractor Executive, is responsible for monitoring compliance with this configuration management procedure for RTA contracted services.
- II. Each relevant stakeholder shall be responsible for compliance with the requirements of the CCMP, including the following: develop, maintain, and update specific internal procedures, which clearly define the day-to-day processes for identifying, approving, validating, and communicating changes to its assets. These procedures shall then be submitted to the Indian Trails Executive Safety Committee (ESC) for approval.
- III. The change initiator is responsible for completing the required change control document and submitting it, along with the applicable supporting documents in electronic format, to the designated Document Control Manager for processing.

## **PROCEDURE**

- I. Properly controlled change configuration management and change control are required by 49 CFR 673 and 674 for all safety/security-critical processes. A process is safety/security-critical if it affects, in any way, the safety of passengers, employees, contractors, or the general public. Safety Risk Management establishes each process's safety/security criticality (see PTASP). Procedures for which analysis yields a Hazard Severity Rating of Category 1 (Catastrophic) or 2 (Critical) shall be deemed safety/security-critical. The Transit Contractor Executive makes the final decision about the safety/security criticality or risk assessment of any area, process, procedure, or element of the system.
- II. Safety/security criticality is established for the following areas:
  - a. Facilities and Facilities Rehabilitation
  - b. Communications Equipment
  - c. Vehicle Acquisitions and Overhauls
  - d. Fire Life Safety Systems
  - e. OEM Modifications
  - f. ADA Compliance
  - g. Hazardous Materials / Environmental Controls
  - h. Operating Rules and Procedures
  - i. Maintenance Rules and Procedures
  - j. Safety Rules and Procedures
  - k. Safety and Security Training

## Regional Transit Authority of Southeast Michigan PTASP for Bus

- I. Drug and Alcohol Programs
- III. All safety/security-critical documentation shall be reviewed by the department that owns it at least once annually to ensure it is current and meets all PTASP requirements. Each document shall be updated appropriately per the Document Format and Control Procedure. An external third party will perform annual audits of the documents.
- IV. Minimum Criteria for processes:
  - a. System-wide change configuration management procedures will apply to all drawings, procedures, manuals, schematics, specifications, training documents, sign-off sheets, checklists, etc., which apply to the safety/security-critical process.
  - b. Departmental document control procedures, including version control, will apply to all the above.
  - c. Required reviews and sign-off procedures for changes, modifications, and revisions shall apply.
  - d. The development of written procedures and checklists (when relevant) will apply to all safety/security-critical processes.
  - e. Adequate and technologically current training programs will apply with documentation of such programs, including on-the-job training.
  - f. When applicable, quality assurance processes will apply through internal auditing procedures, quality inspection, and quality control.
  - g. Processes found to have changed in safety/security criticality will be addressed immediately and appropriately.
  - h. Review of all processes for changes in their safety/security-critical status shall apply under the following conditions:
    - i. When a significant change impacting a safety/security-critical element of the system or process occurs, defined as changes to operating territory, vehicle acquisition or overhaul, new or rehabbed facilities, system power configuration changes, and any other critical component of Indian Trails operations.
    - ii. When a safety/security-critical element affecting a safety/security-critical process is vacated, created, or changed, including reorganization.
    - iii. At least once every three years.

### **Change Configuration Management/Change Control Process**

- I. Configuration changes shall be classified as either Class I or Class II. The originator may decide the class of a proposed change; however, the Executive or the SD may change the original classification. The Indian

Trails Contract Executive has final decision-making authority regarding the class of the configuration change.

- a. Class I Changes:
  - i. Class I changes shall be developed and individually submitted for each proposed change through a standardized Engineering Change Request (ECR) document or other approved documented request process of Indian Trails. The ECR or documented request will provide detailed information and other related data to support the formal change approval, which will affect a change to the configuration of an asset. Class I changes directly affect the following:
    - 1. Form, fit, or function of an asset
    - 2. Safety of the transit system
    - 3. Warranty provisions
    - 4. Acquisition or support costs of an asset or future spare parts
- b. Class II Changes:
  - i. Class II changes are all changes that are not classified as Class I changes. Generally, Class II changes are usually required to amend, update, or clarify documents and drawings. All Class II changes shall be submitted individually on a standardized ECR form or through a documented request, with a detailed description of the proposed change.
- c. Deviations
  - i. Deviations are formal requests made before manufacturing an item that departs from a design configuration for a specified number of units and a specified period. A deviation differs from an ECR in that an approved ECR requires a corresponding revision of the asset's documentation. A deviation does not require modification of the documentation.

## Process

- I. Configuration changes requiring hazard review under the minimum criteria above will be subject to review as follows:
  - a. Proposed changes to safety/security-critical items defined in this procedure shall be submitted in writing to the ESC. Supporting drawings, schematics, manuals, programs, and other documentation shall be presented with the proposal.
  - b. The ESC will review the change with assistance from subject matter technical experts and determine hazards appropriate for safety committees with the configuration change. The hazard assessment performed for each change shall be documented per the PTASP.
  - c. If the changes result in no significant hazard (see designations on the Risk Index of the PTASP), the SD will advise the Transit Contract

Executive that no action is required, and the changes are acceptable without review. With the Transit Contract Executive's approval, the SD will notify the ESC of their decision.

- d. If the changes result in significant hazards (red and yellow designations on the Hazard Acceptance Criteria), the SD, under the direction of the Transit Contract Executive, will prepare a brief for the appropriate safety committee on the hazards, along with recommendations for corrective actions to be implemented for the change to take place. If no corrective action results in an acceptable level of risk, the SD will include that information in brief.
- e. The SD will present the findings of the configuration management review to the ESC.
- f. The ESC shall decide on the proposed configuration change. The options are:
  - i. Proceed with the change as planned
  - ii. Implement corrective action and proceed with the change
  - iii. Implement a different change (which must then be reviewed for hazards through this procedure)
  - iv. Provide guidance on alternate means of implementing the change to eliminate the hazards.
  - v. Disapprove the change
- g. The SD shall document all recommendations of the appropriate safety committee, and management will implement them as appropriate.

### **Change Configuration Documentation and Records**

- I. The change configuration records will be the basis for ongoing life cycle configuration change control. Detailed change configuration records will ensure an audit trail from the current facility or equipment configuration to its inception.
- II. All agreed-upon changes shall be documented, and a sign-off will be included to verify that the modification was approved and completed. All completed configuration/change management documentation shall be retained appropriately by Indian Trails or its designated consultant, owner's representative, or other contractors.

## **15.Certification of Compliance with 49 CFR Part 673**

In accordance with 49 CFR part 673.13-c, RTA certified that it has created this PTASP in compliance with the requirements and guidance of FTA. This certification is submitted annually through the Transit Award Management System (TrAMS).

### **Certifying compliance official:**

Ben Stupka, or designee

Executive Director and Accountable Executive, or designee



## BOARD OF DIRECTORS MEMORANDUM

**TO:** RTA Board of Directors  
**FROM:** Ben Stupka, Executive Director  
**SUBJECT:** MDOT Master Agreement  
**DATE:** September 10, 2026

**Requested Action:** Board of Directors Approval

**Approval Request:** This memo seeks Board adoption of Resolution No. 63, which authorizes the Executive Director to execute the MDOT Master Agreement.

**Background Information:** The Michigan Department of Transportation (MDOT) Master Agreement No. 2027-0139 establishes the framework through which the RTA may receive state and federal funding administered by MDOT for eligible public transportation projects. Effective October 1, 2026, it covers project authorizations for program years 2027–2031. It establishes requirements for several areas of compliance, including procurement, audits, and insurance. Funding for individual activities is awarded through separate project authorizations that identify the applicable funding amounts and project terms.

Resolution No. 63, which approves the Master Agreement and authorizes the Executive Director to execute it on behalf of the RTA. The resolution also authorizes execution of subsequent project authorizations under the agreement, allowing staff to administer approved funding efficiently without seeking a separate signature resolution for each authorization. MDOT requires a certified Board resolution as part of this process. Approval will provide the authority needed to receive and administer MDOT funding that supports the RTA's transportation programs and projects.

**Strategic Plan Alignment:**

Priority One: Build on RTA's Existing Programs and Services.

**Budget Impact:** No impact.

**Attachments:** MDOT Master Agreement, Resolution No. 63

**MICHIGAN DEPARTMENT OF TRANSPORTATION**

**REGIONAL TRANSIT AUTHORITY OF SOUTHEAST MICHIGAN**

**MASTER AGREEMENT FOR**

**PUBLIC TRANSPORTATION PROJECTS**

This Agreement is made and entered into between the Michigan Department of Transportation (MDOT) and Regional Transit Authority of Southeast Michigan (AGENCY).

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## ATTACHMENTS

|            |   |                                                      |
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| Exhibit A  | - | Insurance Requirements                               |
| Appendix A | - | Prohibition of Discrimination in State Contracts     |
| Appendix B | - | Title VI Assurance                                   |
| Appendix C | - | Assurances That Recipients and Contractors Must Make |

## SECTION 1. PURPOSE

The purpose of this Agreement is to make federal and/or state grant funds available to the AGENCY for the costs of eligible public transportation projects (funded activities budgeted and managed as individual entities). This Agreement sets forth the terms and conditions for any and all project authorizations (written documents, in electronic or paper form, through which specific project(s) are to be carried out by the AGENCY under the terms of this Agreement) issued hereunder. Award of this Agreement will not itself provide for or imply any agreement on the part of MDOT to issue any project authorization(s) to the AGENCY.

For each project authorization that contains federal or state funds, the AGENCY must follow the guidelines and regulations of the respective federal agency and program, which may include the Federal Transit Administration (FTA) [Certifications and Assurances](#) and/or the [FTA Master Agreement](#), which are updated annually, as applicable.

## SECTION 2. PRE-AWARD

### A. APPLICATIONS

The AGENCY must have an approved application or proposal for projects to be selected for funding. Please see the MDOT Office of Passenger Transportation (OPT) [Annual Application Instructions](#) or the application instructions for programs outside annual cycles.

### B. ELIGIBLE PROJECT COSTS

The AGENCY agrees that the costs reported to MDOT for each project authorization will represent only those items that are properly chargeable in accordance with this Agreement. The AGENCY also certifies that it has read the Agreement terms and has made itself aware of the applicable laws, regulations, and terms of this Agreement that apply to the reporting of costs incurred under the terms of this Agreement.

**Direct Recipients:** A direct recipient is an agency that receives federal funds directly. The Code of Federal Regulations Title 2 – Grants and Agreements, Subtitle B, Chapter XII, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Part 200) governs the grant administration, cost principles, and audit requirements for federal awards. Application of Part 200 is not automatic. Individual agency regulations and the terms and conditions of individual federal awards determine if and how Part 200 affects a specific award. It is the AGENCY's responsibility to determine the applicability of Part 200 and to notify MDOT in writing of that determination.

**Subrecipients:** A subrecipient is an agency that receives federal funds through MDOT. Project authorizations that reimburse operating expenses must comply with the [Local Public Transit Revenue and Expense Manual](#) except for project authorizations under the Specialized Services Program (See Section 6. ). Project authorizations that reimburse capital expenses must comply with the terms of this Agreement and MDOT's purchasing/procurement requirements.

Travel costs must be actual travel costs in accordance with and not exceed the amounts set forth in the current [State of Michigan Standardized Travel Regulations](#), incorporated herein by reference. Meals will be reimbursed at the applicable meal allowance rates set forth in the current State of Michigan Standardized Travel Regulations.

Insurance proceeds received for all losses, after deductibles are met, will be used for replacement/repair before state and/or federal funds are used.

If the AGENCY receives state and/or federal operating funds for more than one project, a narrative cost allocation methodology is required and must be submitted to MDOT for approval.

Expenses paid under a project authorization cannot be included in expenses to be reimbursed under the 1951 Public Act 51, Section 10e(4) Local Bus Operating Assistance Program. If MDOT determines that the same expense is presented as being eligible for payment under a project authorization and presented as being eligible for Local Bus Operating Assistance Program reimbursement, the expense will not be paid under both.

### **C. PROJECT FUNDING**

The maximum reimbursement for any project will be the amount indicated in the project authorization. MDOT funds for project authorizations made available through legislative appropriations are based on projected revenue estimates. MDOT may reduce the amount of any project authorization or terminate any project authorization if the revenue actually received is insufficient to support the appropriation under which the project authorization is issued. The AGENCY will be responsible for all costs in excess of the funds shown in any project authorization.

If the federal funds received are less than the amount shown in any project authorization, the MDOT funds will be adjusted to maintain the same funding ratio shown in the project authorization. In no case will the MDOT share increase in ratio or in dollar amount without a revision to the project authorization.

In any case in which a project authorization contains state funds that match federal funds, funding of the project authorization is contingent upon the award of the corresponding federal grant. When MDOT is the recipient of the federal grant, project authorization funding is contingent upon the award of the grant between MDOT and the federal agency. When the AGENCY is the recipient of the federal grant, the project authorization funding is contingent upon award of the federal grant between the AGENCY and the federal agency. MDOT and the AGENCY must comply with the provisions established by the federal matching grant as they affect this Agreement and each project authorization, the federal grant being incorporated herein by reference. When the federal grant is administered by the AGENCY, special provisions apply as indicated in the project authorization. The AGENCY must comply with the appropriate fiscal year contract clauses certification referenced in the project authorization. In addition, the AGENCY must comply with any applicable Department of Labor Certification of Transit Employee Protective Arrangements requirements as issued by the U.S. Department of Labor.

For AGENCIES that receive federal and/or state funds from MDOT, MDOT may withhold funds, require reimbursement of funds previously disbursed, or require the return of project equipment for failure to comply with the requirements of the award and/or MDOT requirements.

## **SECTION 3. POST-AWARD**

## A. PROCUREMENT

**Project-Related Procurement:** If the AGENCY receives FTA or state funding through MDOT OPT for the procurement, the AGENCY will comply with current [Procurement Guidelines for Grantees Receiving Federal Transit Administration Funds and/or State Funds via MDOT](#).

**Vehicle-Related Procurement:** The AGENCY will submit to MDOT all required procurement documents listed in the [Guidelines for Local Vehicle Procurement on State Administered Grants](#) for review and approval by MDOT.

If the AGENCY purchases vehicles through the State Vehicle Purchasing Program, the AGENCY is exempt from the contract approval process described in Section 3. 0. When purchasing vehicles from the State Vehicle Purchasing Program, the AGENCY must follow the procedures outlined in the current [Guidelines for State Vehicle Purchasing Program](#).

## B. THIRD-PARTY CONTRACT PROCEDURES

If the AGENCY receives federal or state funding through MDOT for a procurement, the AGENCY will submit to MDOT for approval all contracts, including amendments, between the AGENCY and a party other than MDOT that relate to this Agreement in accordance with the [Procurement Guidelines for Grantees Receiving Federal Transit Administration Funds and/or State Funds via MDOT](#). All third-party contracts must contain language that incorporates by reference all terms and conditions contained in this Master Agreement. The AGENCY will not enter into multiple contracts of lesser amounts for the purpose of avoiding such approval process.

MDOT approval does not constitute an assumption of liability, a waiver, or an estoppel to enforce any of the requirements of this Agreement, nor will any such approvals by MDOT be construed as warranties of the third party's qualifications, professional standing, ability to perform the work being subcontracted, or financial integrity.

## C. PROCUREMENT OF RECOVERED MATERIALS

Any agency of a political subdivision of the State of Michigan and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds Ten Thousand Dollars (\$10,000.00) or the value of the quantity acquired during the preceding fiscal year exceeded Ten Thousand Dollars (\$10,000.00); procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## D. PROCUREMENT OF VEHICLES BY AGENCY

The AGENCY will purchase revenue vehicles as shown in each project authorization through its own local purchase process or through the State Vehicle Purchasing Program. If the AGENCY purchases vehicles through the State Vehicle Purchasing Program, the AGENCY is exempt from the contract approval process described in Section 3. 0. When purchasing vehicles through the State Vehicle Purchasing Program,

the AGENCY must follow the procedures outlined in the current [Guidelines for State Vehicle Purchasing Program](#). When purchasing vehicles under the local purchase process, the AGENCY must follow the procedures outlined in the current [Guidelines for Local Vehicle Purchase on State Administered Grants](#) and is not exempt from the procedures set forth in Section 3. 0.

For procurement of demand-response vehicles, the AGENCY must have an approved vehicle accessibility plan in accordance with 1951 Public Act 51, Section 10e (18), as amended, in addition to meeting the equivalent level of service required by the Americans with Disabilities Act (ADA), United States Department of Transportation (US DOT) Final Rule, 49 CFR Parts 27, 37, and 38.

## **E. USE AND DISPOSITION OF CAPITAL**

The AGENCY agrees that the facility/revenue vehicles/equipment will be used for the provision of public transportation service for the duration of its useful life and, if funded with federal and/or MDOT funds, will be used in accordance with federal procedures. If, during the period of its useful life, any facility/revenue vehicles/equipment is not used in said manner or is withdrawn from public transportation service, the AGENCY will immediately notify MDOT in writing. If FTA-funded real property is no longer needed for any transit purpose, the AGENCY is required to prepare or update an [Excess Real Property Inventory and Utilization Plan](#). The plan should identify and explain the reason for the excess property and plans to use or dispose of the excess property. If land was donated by an agency for a facility project and the facility becomes excess property, the land is considered part of the excess property included in the utilization plan. Unless the FTA and the AGENCY agree otherwise, the updated [Excess Real Property Inventory and Utilization Plan](#) should be retained by the AGENCY and made available upon request and during an FTA review.

During the period of this Agreement, the AGENCY will maintain the facility/revenue vehicles/equipment for the period of the useful life of such equipment. Maintenance will conform to the manufacturer's recommendations as to service and service intervals for such equipment. In addition, the AGENCY is required to submit a vehicle maintenance plan or plan revision, as directed by MDOT, for review and approval by MDOT. The vehicle maintenance plan, at a minimum, will include all of the components listed in MDOT OPT's current [Preventive Maintenance Manual](#). If the AGENCY revises its vehicle maintenance plan, said plan will be submitted for review and approval by MDOT. The AGENCY will maintain supporting records documenting such maintenance. Representatives of MDOT will have the right to conduct periodic inspection for the purpose of confirming proper maintenance pursuant to this section. Such inspection by MDOT does not relieve the AGENCY of its obligations hereunder, nor is such inspection by MDOT to be construed as a warranty as to the sufficiency of the maintenance but is undertaken for the sole use and information of MDOT. MDOT may withhold funds from the AGENCY for failure to maintain project equipment pursuant to this section until such time as the AGENCY meets the proper maintenance requirements as determined by MDOT.

Facility/revenue vehicles/equipment purchased under this Agreement may, at the discretion of MDOT, be incorporated into a new or consolidated public transportation service at the time such service is implemented.

At such time as the revenue vehicles/equipment have exceeded their useful lives, the AGENCY, with prior notification to MDOT, will dispose of said equipment in accordance

with MDOT and/or federal procedures. Per 2 CFR 200.313 and 200.314, if vehicles or equipment are sold for Ten Thousand Dollars (\$10,000.00) or less, the recipient may retain the full proceeds from the disposition. However, per 49 USC 5334(h)(4)(B), if vehicles or equipment are sold for more than Ten Thousand Dollars (\$10,000.00), the recipient may only retain Five Thousand Dollars (\$5,000.00) plus any percentage of local share in the original award. The remaining federal share will be returned to the FTA and the remaining state share will be returned to MDOT. Any expenses incurred from the sale of the vehicle or equipment may not be deducted from the reimbursement for the federal or state share of sale proceeds. MDOT will bill rural agencies quarterly for both the federal and state shares. Urban agencies are responsible for returning the federal share to the FTA, and MDOT will bill urban agencies for the state share.

Agencies that receive federal funding through MDOT agree to give MDOT a security interest in non-revenue vehicles priced at Fifty Thousand Dollars (\$50,000.00) or more and any revenue vehicles purchased pursuant to the terms of this Agreement. MDOT will retain a security interest in the revenue vehicles until the terms of this section have been met.

The AGENCY agrees and warrants that it will not allow any encumbrance, lien, security interest, mortgage, or any evidence of indebtedness to attach to or be perfected against any revenue vehicles/equipment until all of its duties, obligations, and responsibilities are satisfied as required herein.

The incidental use of federal/state-funded revenue vehicles/equipment or facilities for non-public transportation use will be declared with submission of MDOT's [Incidental Use Form](#) and cannot interfere with or detract from the provision of the public transportation service for which the revenue vehicles/equipment and/or facilities were intended or shorten the useful life of the equipment or facilities. The costs of any incidental use are ineligible for state or federal operating assistance and may require a state-approved cost allocation plan.

## **F. PROMPT PAYMENT**

The AGENCY agrees to pay each subcontractor for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the AGENCY receives from MDOT. The AGENCY further agrees to return retainage payments to each subcontractor within ten (10) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement from these time frames may occur only upon receipt of written approval from MDOT. This requirement is also applicable to all sub-tier subcontractors and will be made a part of all subcontract agreements.

This prompt payment provision is a requirement of 49 CFR Part 26, as amended, and does not confer third-party beneficiary rights or other direct rights to a subcontractor against MDOT. This provision applies to both DBE and non-DBE subcontractors.

## **G. CAPITAL PROGRAMS BILLINGS AND PAYMENTS**

The AGENCY may make requests for payment of allowable project costs for capital programs. In order for the AGENCY to receive payments from MDOT, the following conditions must be met:

1. All requests for payment must be submitted in accordance with the procedures established by MDOT and outlined in the latest applicable program guidance and documentation. MDOT will provide access to current payment procedures, including required forms, formats, and submission methods. The AGENCY agrees to comply with all such procedures as a condition of reimbursement. MDOT reserves the right to modify payment processes, systems, and requirements, and such modifications will become effective upon notice without requiring an amendment to this Agreement.

Payment forms must be complete and must include the agreement and project authorization numbers, the payment request number, identification of the payment as a partial payment or a final payment, the amount to be reimbursed, and, if applicable, the third-party contract number. If the request is for reimbursement for (a) replacement vehicle(s), the AGENCY will include the identification number(s) of the vehicle(s) to be replaced on the request form.

The AGENCY will submit a budget summary showing project costs to date and current billings against individual budget items as shown in the project authorization.

- a. Agencies receiving federal funds administered by MDOT will submit required supporting documentation for each billing as set forth in the current [MDOT Review of Payment/Compliance](#).
- b. Prior to requesting reimbursement, the AGENCY may be required to enter data into its vehicle, equipment, and/or facility inventories in the Public Transportation Information Management System (PTIMS) or subsequently designated formats. The AGENCY must enter the following information into PTIMS or subsequently designated programs:
  - i. the required information for revenue vehicles into the vehicle inventory;
  - ii. equipment procurements of Ten Thousand Dollars (\$10,000.00) or more into the equipment inventory if MDOT-administered federal funds were used for the purchase;
  - iii. new facilities into the facility inventory;
  - iv. facility improvements of Ten Thousand Dollars (\$10,000.00) or more into the facility inventory if MDOT-administered federal funds were used in the projects.
- c. When requesting reimbursements for vehicles purchased under the local purchasing process, the AGENCY must follow the procedures outlined in the current [Guidelines for Local Vehicle Purchase on State Administered Grants](#).
- d. When requesting reimbursements for vehicles purchased under the State of Michigan's Vehicle Purchasing Program, the AGENCY must follow the procedures outlined in the current [Guidelines for State Vehicle Purchasing Programs](#).
- e. MDOT reserves the right to verify progress of work and/or delivery of products to the AGENCY by visual inspection.
- f. When requesting reimbursements for vehicles under a lease/purchase agreement, the AGENCY will submit a copy of the lease/purchase agreement with the first payment request.

2. Within one hundred twenty (120) days after costs have been incurred or an invoice received, the AGENCY must submit to MDOT a complete billing to be charged against the project authorization. "Complete billing" consists of a payment request containing required documentation as described in [MDOT External Procedure #70200: Invoice & Payment Voucher Processing Procedure for: Transit Agencies \(TAs\)](#). If the AGENCY submits a written request to extend the one hundred twenty (120) day period, does so before it expires, and includes documentation of the circumstances that prevent timely submission of all billings, MDOT may, in writing, extend the one hundred twenty (120) day period to a date certain. If the AGENCY fails to provide billings and supporting documentation one hundred twenty (120) days after costs were incurred or an invoice received, or before or upon the extended date established by MDOT, MDOT reserves the right to adjust the reimbursement amount in accordance with Section 10b(3)(f) of Act 51, which requires that the state pay not less than two-thirds of the local match required for Federal Transit Administration capital grants to local transit agencies.

As an exception, when an AGENCY has pre-award authority, the one hundred twenty (120) day clock on costs incurred or invoice received will start on the federal award date.

Funds administered by MDOT as specified in the project authorization(s) will be payable by MDOT to the AGENCY.

#### **H. OPERATING PROGRAMS BILLINGS, PAYMENTS, AND QUARTERLY REPORTS**

The AGENCY may make requests for payment of eligible project costs for operating programs. In order for the AGENCY to receive payments from MDOT, the following conditions must be met:

1. The AGENCY must generate a quarterly operating assistance report (OAR) in PTIMS or subsequently designated programs.
2. Funds to be provided by the State of Michigan and/or State of Michigan-administered federal funds may be advanced to the AGENCY when the following conditions are met:
  - a. Award of this Agreement.
  - b. Award of the federal revenue grant, if applicable.
  - c. Award of the project authorization.
  - d. MDOT approval and receipt of awarded third-party contracts, if applicable.
  - e. MDOT receipt of reports due from the previous fiscal year.
3. Payments will be made according to deadlines and guidance in the MDOT OPT [Specialized Services Manual](#), the State of Michigan [Management Plan for Funding Under Sections 5310, 5311, 5339, Section 70, and Other Competitive Programs of the Federal Transit Administration](#), and applicable MDOT guidance for subsequent designated programs.

The AGENCY is responsible for the accuracy of the financial and non-financial data and reports submitted for reimbursement.

## **I. INSURANCE**

The AGENCY will carry and maintain for the life of the project asset (equipment, vehicle, facility, or other capital purchased under an authorization), as a minimum, insurance or self-insurance as set forth in Exhibit A, attached hereto and made a part hereof.

Insurance payment for loss or damage will be made to MDOT if an asset has not met its useful life. The AGENCY will also provide and maintain public liability and property damage insurance, insuring as they may appear the interests of all parties to this Agreement against any and all claims that may arise out of the AGENCY's operation hereunder, as set forth in Exhibit A.

Agencies receiving operating funds will provide Workers' Compensation Insurance as required by law.

## **SECTION 4. CHANGES**

### **A. ADMINISTRATIVE MODIFICATIONS, REVISIONS, AND AMENDMENTS**

Expenditures that are not consistent with project authorizations will not be considered eligible project costs unless approval has been requested in writing by the AGENCY and granted by MDOT in accordance with this section.

An administrative modification to a project authorization may be used for changes that do not revise the scope of work, authorization amount, or authorization purpose. Upon receipt of a written request to make an administrative modification, MDOT must respond to the AGENCY providing written approval or disapproval of the administrative modification or requesting further information.

A revision to a project authorization may be used for a proposed change that would add a new line item, change the project authorization amount, change the federal, state, or local amounts, change the quantity of items, significantly change the scope, or extend the term of the project authorization. The project authorization must be revised to make the change before the expenditure will be deemed an eligible project cost. Requests to make changes that require a revision to the project authorization will be processed in a timely manner, as circumstances permit. Revision requests must be received no later than sixty (60) days before an authorization expiration date and must be received by August 1 for changes to be effective by September 30. Upon receipt of a written request to make changes that require revision(s) and, if applicable, receipt of written approval from the local or regional allocation committee (group of metropolitan planning organizations, local road commissions, transit agencies, cities, and/or villages, as required, that allocates funds among eligible entities), MDOT must respond to the AGENCY, providing written approval or disapproval of the revision or requesting further information.

Authorizations will not go beyond their federal grant period of performance. Likewise, authorization changes will match their corresponding federal grant period of performance. MDOT will not reimburse expenses beyond authorization start and end dates, unless the AGENCY has approved pre-award authority.

Amendments to this Agreement are required for any change in the scope or terms of this Agreement and will be by award of a written amendment to this Agreement by the parties.

The AGENCY agrees to notify MDOT in writing of any significant event that may have significant potential impact on project progress, direction, control, or cost.

In extraordinary, unforeseen circumstances MDOT reserves the right to make exceptions to the deadlines herein.

## **B. TIMELY EXPENDITURE OF FUNDS**

Sufficient progress toward the obligation of funds must be made within six (6) months of receiving an awarded project authorization or MDOT may cancel the project authorization and the AGENCY will no longer have access to the funds. Sufficient progress may be documented by placing an order, issuing a solicitation, having a third-party contract awarded, or taking other documentable action to utilize the funds.

The AGENCY may request a project authorization revision to extend the authorization term. Time extension revision requests must be received no later than sixty (60) days before an authorization expiration date and must be received by August 1 for changes to be effective by September 30. Time extension revision requests must include justification for the extension and a timeline for completion of the remaining projects. If MDOT agrees with the justification and timeline, a time extension revision will be granted that maintains the full state match. If the request is not timely or the justification is not acceptable to MDOT, MDOT may choose to offer a one-year extension of the authorization term replacing one-third of the state match with local funds or may choose to cancel the project authorization.

For agencies purchasing vehicle(s) through a vehicle contract procured by MDOT, if there is an increase in the contract price, the needed additional funds will not be provided by MDOT unless the vehicle was ordered within six (6) months of the project authorization being awarded or unless there was an increase in the contract amount within six (6) months of the project authorization being awarded.

## **C. TERMINATION OR SUSPENSION**

The AGENCY agrees that any project authorization and/or this Agreement may be terminated for any reason articulated in Section 340 ("Termination") of Part 200.

For any reason, MDOT or the AGENCY may, by thirty (30) days' written notice or as otherwise specified in the project authorization, suspend any or all of the rights and obligations under this Agreement or any project authorization until such time as the event or condition resulting in such suspension has ceased or been corrected.

For any reason, MDOT may, by thirty (30) days' written notice to the AGENCY, or as otherwise specified in the project authorization, terminate any or all of the rights and obligations under this Agreement or any project authorization.

Upon receipt of any notice of termination or suspension of a project under this section and in accordance with MDOT procedures, the AGENCY will proceed promptly to carry out the actions required therein, which may, without limitation, include any or all of the following:

1. Take all necessary action to keep to a minimum the further incurrence of eligible project costs.
2. Furnish to MDOT a statement of the status of the project, the inventory, and the project costs to date, as well as a proposed schedule, plan, and budget for terminating or suspending and closing out project activities and contracts, and other undertakings, the costs of which are otherwise eligible as project costs. The closing out will be carried out in conformity with the latest schedule, plan, and budget approved by MDOT or under the terms and conditions imposed by MDOT for failure of the AGENCY to furnish a schedule, plan, and budget within a reasonable time. The closing out of MDOT financial participation in the project will not constitute a waiver of any claim MDOT may otherwise have arising out of this Agreement.

## SECTION 5. REPORTING REQUIREMENTS

- A. Milestone Reports:** The AGENCY will prepare and submit to MDOT progress milestone reports according to deadlines and guidance in the State of Michigan [Management Plan for Funding Under Sections 5310, 5311, 5339, Section 70, and Other Competitive Programs of the Federal Transit Administration](#). Milestone reports will be submitted in PTIMS or subsequent designated programs.
- B. Final Reports:** Upon completion of the project deliverables, and before receiving the final project payment, the AGENCY must submit to MDOT a comprehensive summary close-out report on the results of the project, the conclusions reached, and the methods used. The final close-out report must be submitted in an Americans with Disabilities Act (ADA) compliant format, in accordance with the Web Content Accessibility Guidelines (WCAG) Version 2.1 AA, as required by 28 CFR Part 35.
- C. Management Information System Reporting:** Management Information System (MIS) Reports must be in the status of signed, pending grantee review by the date indicated on the letter from MDOT. If the report is not submitted by the requested date, all federal funding will be placed on hold. If the report is not completed by the FTA final deadline date (March 15), all current funding will be withheld, and future funding may be denied.

## SECTION 6. FUND-SPECIFIC TERMS

### A. SECTION 5311 RURAL AREA OPERATING PROGRAM

1. The AGENCY's initial award amount in a project authorization is based on a predetermined reimbursement percentage times total eligible expenses reported in the AGENCY's approved annual application.
2. Revenues, expenses, eligible expenses, and nonfinancial data are reported on a quarterly basis in accordance with the [Local Public Transit Revenue and Expenses Manual](#).
3. Forty (40) days after the end of each quarter, the AGENCY will submit a quarterly OAR in PTIMS or subsequently designated programs.
4. Payments will be made in accordance with deadlines and guidance in the MDOT OPT [Specialized Services Manual](#), the State of Michigan [Management Plan for](#)

[Funding Under Sections 5310, 5311, 5339, Section 70, and Other Competitive Programs of the Federal Transit Administration](#), and applicable MDOT guidance for subsequent designated programs. MDOT will withhold a portion of the total authorization amount until the reconciled OAR receives final approval from MDOT. A general ledger for the fiscal year must be submitted with the Reconciled OAR for MDOT to review and sample selected invoices. MDOT may reduce a payment if a report indicates that the level of service is lower than originally budgeted. No payments will be made until MDOT is authorized to disburse the federal funds. For the Section 5311 Job Access and Reverse Commute (JARC) Program, the AGENCY will be reimbursed up to the amount earned based on eligible expenses and amounts reported on the OAR, not to exceed the amount of the awarded project authorization.

5. The Section 5311 Program is required to be audited annually in accordance with the [Audit Guide for Transportation Authorities](#). If a federal or state law, regulation, or circular referenced in the Audit Guide should become obsolete through a new applicable federal or state law, regulation, or circular, the latest version will apply even if the update has not yet been incorporated into the Audit Guide. Failure to comply with the audit requirement will result in a determination that the AGENCY has Zero Dollars (\$0.00) total eligible expenses.
6. The AGENCY must review its annual Certified Public Accountant (CPA) audit as required in Section 9.
7. MDOT reviews the audited eligible expenses for compliance with this Agreement, the [Revenue and Expense Manual](#), and the [Audit Guide](#). Upon completion of the MDOT review, the AGENCY will be notified of any adjustments made to eligible expenses as reported in the CPA audit, the final calculation of Section 5311 funds determination, and the amount MDOT owes the AGENCY or the amount the AGENCY owes MDOT. The AGENCY will have twenty-one (21) days to either concur or disagree with MDOT's final calculation.

If the AGENCY disagrees with MDOT's final determination, the AGENCY will have an additional twenty-one (21) days to clearly explain the nature and basis for any disagreement and provide any supporting documentation necessary to resolve any disagreements. The AGENCY agrees that failure to submit a response within the forty-two (42) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to finally disallow any items of questioned expense.

If MDOT finds that the predetermined reimbursement percentage times the audited eligible expenses exceeds the amount of federal funds available, and sufficient federal operating funds are not available in the next fiscal year to offset the shortage, a new percentage will be calculated. This new percentage will be calculated by dividing the total federal funds available for that period and purpose by the total of the audited eligible expenses of all the participating agencies. Any agency that has already received payments in a total amount that exceeds the new percentage of its actual eligible costs calculated pursuant to this paragraph will repay the excess to MDOT. If, within forty-two (42) days after written notification of the overpayment is sent to the AGENCY, arrangements to refund said monies have not been made, MDOT may withhold monies from any present or future contracts and/or from distributions to be made to the AGENCY pursuant to statute and may pursue any other available remedy to recover the overpayment. The AGENCY will be responsible for all costs in excess of the federal and MDOT funding.

## **B. SECTION 5310 ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAM**

1. **Use and Disposition of Facility/Revenue Vehicles/Equipment:** In addition to the requirements in Section 3. 0, the AGENCY agrees that the facility/revenue vehicles/equipment will be used for the provision of public transportation service primarily for the elderly and persons with disabilities for the duration of its useful life and in accordance with the provision approved in the annual application and this Agreement.
2. **Lease of Project Equipment:** The AGENCY may lease the revenue vehicles/equipment to any other agency with the prior written approval of MDOT. The AGENCY will maintain or require the lessee to maintain the insurance provisions of Section 3. 1 above. Any such lease will contain all applicable provisions of this Agreement.
3. **Performance Measure Reporting:** All agencies that have revenue vehicles funded by MDOT-administered Federal Section 5310 funding must complete and submit Section 5310 performance measure reports by the deadline until the AGENCY disposes of the vehicle. If the report is not submitted by the required date, all federal funding will be placed on hold. If the report is not completed by the FTA final deadline date (October 30), all current funding will be withheld, and future funding may be denied.

## **C. SPECIALIZED SERVICES PROGRAM**

1. **Transferring Funds from One Recipient to Another:** In order to adjust funds from one recipient to another, the recipients must make the request in writing, and the AGENCY and the Coordinating Committee (group of local human services agencies representing Specialized Services interests) must agree to the request.
2. **Reimbursements:** Actual reimbursement will be based on a per-mile rate or the rate for a one-way passenger trip up to the maximum amount provided in the project authorization.
3. **Accounting Records and Documentation:** The AGENCY will ensure that records are established and maintained to support the number of hours incurred providing service, the number of passengers carried, and the number of miles traveled.

Agencies and subrecipients will use the current [Specialized Services Manual](#).

## **SECTION 7. NONDISCRIMINATION AND DISADVANTAGED BUSINESS ENTERPRISE**

- A. In connection with the performance of this Agreement, the AGENCY (hereinafter in Appendix A referred to as the “contractor”) agrees to comply with the State of Michigan provisions for “Prohibition of Discrimination in State Contracts,” as set forth in Appendix A, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this Agreement.
- B. During the performance of this Agreement, the AGENCY, for itself, its assignees, and its successors in interest (hereinafter in Appendix B referred to as the “contractor”) agrees

to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 USC Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the US DOT (49 CFR Part 21) issued pursuant to said Act, including Appendix B, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this Agreement.

- C. The AGENCY will carry out the applicable requirements of MDOT's Disadvantaged Business Enterprise (DBE) program and 49 CFR Part 26, including, but not limited to, those requirements set forth in Appendix C to Part 26 with regard to its contracting opportunities. The AGENCY's contracting opportunities include the purchase of any items and the undertaking of any construction projects except transit vehicles.
- D. Recipients of Department of Transportation (DOT) funds are expected to keep accurate data regarding the contracting opportunities available to firms paid for with DOT dollars. Failure to submit contracting data relative to the DBE program will result in noncompliance with 49 CFR Part 26. All dollar values listed on the [Uniform Report of DBE Awards or Commitment and Payments](#) should represent the DOT share attributable to the Operating Administration.
- E. The DBE Commercially Useful Function (CUF) requirements ([Form 4109T](#)) of MDOT's Office of Passenger Transportation are set up to ensure compliance with 49 CFR Part 26.37(b). The requirements are effective immediately and apply to all federally funded MDOT and local agency projects that include participation of a DBE certified company. It should be noted that this applies to all projects with work completed by DBE certified firms, not just projects with a DBE goal. This review should be conducted while the DBE certified firm is working on the project. Additional FHWA CUF guidance can be found at: [www.fhwa.dot.gov/federal-aidessentials/commusefunction.pdf](http://www.fhwa.dot.gov/federal-aidessentials/commusefunction.pdf).

## SECTION 8. INDEMNIFICATION

The AGENCY agrees to indemnify, defend, and save harmless the State of Michigan, the State Transportation Commission, MDOT, and/or the federal agency and all officers, agents, and employees thereof:

- a. From any and all claims by persons, firms, or corporations for labor, services, materials, or supplies provided to the AGENCY in connection with this Agreement; and
- b. From any and all claims for injuries to or death of any and all persons, for loss of or damage to property, for environmental damage, degradation, and response and cleanup costs, and for attorney fees and related costs arising out of, under, or by reason of this Agreement, except claims resulting from the sole negligence or willful acts or omissions of said indemnitee, its agents, or its employees.

MDOT will not be subject to any obligations or liabilities by contractors of the AGENCY or their subcontractors or any other person not a party to the Agreement without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

It is expressly understood and agreed that the AGENCY will take no action or conduct that arises either directly or indirectly out of its obligations, responsibilities, and duties under this Agreement that results in claims being asserted against or judgments being imposed against the State of Michigan, the State Transportation Commission, MDOT, and/or the federal agency.

In the event that the same occurs, it will be considered as a breach of this Agreement, thereby giving the State of Michigan, the State Transportation Commission, MDOT, and/or the federal agency a right to seek and obtain any necessary relief or remedy, including, but not limited to, a judgment for money damages.

## **SECTION 9. INSPECTIONS AND AUDITS**

### **A. ACCESS**

The AGENCY agrees to provide to MDOT copies of all reports and data specified in each project authorization. The AGENCY further agrees to provide MDOT access to all technical data, reports, other documents, lists of personnel, and work in process pertaining to any project. Copies of technical data, reports, lists of personnel, and other documents will be provided by the AGENCY upon request from MDOT and/or the federal agency.

### **B. INSPECTION OF PROJECT EQUIPMENT AND RECORDS**

The AGENCY will permit MDOT, the Comptroller General of the United States, and the Secretary of the United States Department of Transportation (USDOT) or their authorized representatives, agents, or employees to audit, review, and inspect all equipment purchased as part of the project, all transportation services rendered by the AGENCY by the use of such equipment, and all relevant project records, in accordance with 2 CFR Part 200.332(b)(5). Any approvals, reviews, and/or inspections of any nature by MDOT will not be construed as warranties or assumptions of liability on the part of MDOT. It is expressly understood and agreed that any such approvals are for the sole and exclusive purposes of MDOT, which is acting in a governmental capacity under this Agreement, and that such approvals are a governmental function incidental to the project under this Agreement. Such inspection does not relieve the AGENCY of its obligations hereunder, nor is such inspection to be construed as a warranty of the propriety of the equipment, services, or records. The AGENCY will also permit the above referenced persons to audit the books, records, and accounts of the AGENCY pertaining to the project. Records must be kept for three (3) years after disposal of project equipment.

### **C. COMPLIANCE REVIEWS**

If the AGENCY fails to respond to letters of finding within forty-five (45) days, twenty-five percent (25%) of local bus operating funds will be withheld, current project authorizations will be suspended, and/or future funding may be denied. These measures will remain in effect until a satisfactory corrective action plan or requested documentation has been received and approved by MDOT. Once approval has been given, notification will be sent that withholding measures have been stopped and withheld funds will be released to the AGENCY.

### **D. ACCOUNTING RECORDS, INTERNAL CONTROLS, AND RECORD RETENTION**

With regard to audits and record-keeping:

1. The AGENCY will establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Agreement and/or any project authorization (Records).

Separate accounts will be established and maintained for all costs incurred for each project authorization under this Agreement.

2. The AGENCY will maintain the Records for at least three (3) years from the date of final payment made by MDOT under this Agreement and any project authorization. In the event of a dispute with regard to the allowable expenses or any other issue under this Agreement or any project authorization, the AGENCY will thereafter continue to maintain the Records at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

Agencies that are formula recipients (recipients of funds pursuant to Section 10e(4) of Public Act 51 of 1951, as amended) will maintain the Records for at least three (3) years from the date of final payment made by MDOT under this Agreement and any project authorization and until notified that the Local Bus Operating Assistance Program for the year of the Records has been closed out.

3. Agencies that are formula recipients will implement internal controls to identify and keep separate expenses incurred under project authorizations from expenses incurred for 1951 Public Act 51, Section 10e(4) reimbursement.
4. MDOT or its representative may inspect, copy, scan, or audit the Records at any reasonable time after giving reasonable notice.
5. If any part of the work is subcontracted, the AGENCY will assure compliance with subsections 1, 2, 3, and 4 above for all subcontracted work.

#### **E. FISCAL YEAR-END ACCOUNTING COMPLIANCE**

Agencies must follow year-end accounting procedures in accordance with directions and guidance provided by MDOT for any award. This includes, but is not limited to, payment requests and the establishment of payables. Failure to comply could result in the loss of funds.

#### **F. CONTRACTUAL PROVISION FOR FORMULA RECIPIENTS – CPA REPORT ON INTERNAL CONTROLS**

If the AGENCY is a formula recipient (recipient of funds pursuant to Section 10e(4) of Public Act 51 of 1951, as amended), it will engage a CPA to test and report on the AGENCY's internal controls, as specified in Section 9. Section 7. d. The CPA engaged by the AGENCY may be the same CPA who performs the audit required pursuant to Section 9. g.1 and Section 9. g.2. The report on internal controls issued by the CPA should be emailed to MDOT's Auditing Specialist for the Office of Passenger Transportation.

#### **G. ANNUAL CPA AUDIT REQUIREMENTS**

If both a Federal Single Audit and a State Transit Audit are required, the AGENCY may have one audit performed that meets the requirements of both Subpart F of Part 200 and the Audit Guide. The audit must be submitted as follows:

1. **Federal Single Audit:** Agencies expending a total of One Million Dollars (\$1,000,000.00) or more in federal funds from one or more funding sources in their fiscal year must have a single audit conducted for that year in accordance with

Subpart F of Part 200. [Section 200.512](#) details submission requirements. The Single Audit and the Section 200.512 of Part 200 reporting requirements must be uploaded at: <https://harvester.census.gov/facweb/default.aspx/>. If the Single Audit contains Section 200.516(a) "Audit Findings" and/or a status of prior audit findings relating to a federal award, the AGENCY will notify Mr. Matthew Dietrich, Financial Analyst Federal Transit Administration, ([matthew.dietrich@dot.gov](mailto:matthew.dietrich@dot.gov)) by email with a list of the findings. If during the time of this agreement responsibility for these audits transitions to a new point of contact, direct notification to the new applicable point of contact designated by the Federal Transit Administration.

2. **State Transit Audit:** Agencies expending less than One Million Dollars (\$1,000,000.00) in federal funds that are also formula recipients must have an annual CPA audit performed in accordance with the Audit Guide and all other applicable state laws and regulations relative to audit requirements. The audit will be uploaded to the Michigan Department of Treasury's [website](#).
3. **No CPA Audit Required:** Agencies expending less than One Million Dollars (\$1,000,000.00) in federal funds that are not formula recipients are not required to have a CPA audit performed but must submit the following information to Kristen Freeman, Accounting Assistant ([FreemanK4@michigan.gov](mailto:FreemanK4@michigan.gov)), within nine (9) months after the end of the audit period:
  - a. A statement advising that a single audit is not required.
  - b. The applicable fiscal year.
  - c. The amount of federal funds spent.
  - d. The name(s) of the MDOT federal programs.
  - e. The Assistance Listing (formerly known as the Code of Federal Domestic Assistance).

If, during the time of this Agreement, responsibility for these submissions transitions to a new point of contact, the AGENCY will direct submissions to the new applicable point of contact designated by MDOT.

All agencies are subject to the federally-required monitoring activities, which may include limited scope reviews and other on-site monitoring.

## H. RESPONSIBILITY TO REVIEW ANNUAL CPA AUDIT

The AGENCY is responsible for reviewing and ensuring the accuracy of the annual CPA audit. Within thirty (30) days of the audit being posted to the appropriate website, the AGENCY will:

1. Review all aspects of the audit relating to this Agreement and all applicable project authorizations, including the following:
  - a. The Schedule of Expenditure of Federal and State Awards to verify that it is complete and accurate.
  - b. If Section 9. f of this Agreement applies, the AGENCY will verify that the opinion issued by the CPA is an unqualified opinion.
2. Report all errors, omissions, deficiencies, and inconsistencies in writing to the Auditing Specialist for MDOT OPT. The notification must include but is not limited to the following:

- a. Identification of any missing line items for each project authorization and any incorrect dollar amounts reported on the Schedule of Expenditure of Federal and State Awards. The notification must explain why the errors occurred and must identify the corrective action taken or being taken to prevent future misreporting.
- b. If an audit finding, particularly one that identifies loss due to neglect, misuse, waste, or conflict of interest, is applicable to a project authorization, the notification must explain the impact the audit finding has on the amount MDOT would otherwise be obligated to pay on the project authorization. The explanation must identify the corrective action taken or being taken to help to ensure that the audit finding is not repeated in future audits.
- c. If the CPA issued a qualified opinion on the internal controls report required under Section 9. d, the notification must explain the internal control failure(s) and must identify the corrective action taken or to be taken to help to ensure that an unqualified opinion will be issued in future audits.

The AGENCY must take the necessary corrective action to prevent the same errors, omissions, deficiencies, and/or inconsistencies from being repeated in subsequent years' audits. Repetition of errors resulting in the same audit findings may result in the loss of funds associated with the project authorizations that are the subjects of the audit findings.

3. If no errors, omissions, deficiencies, or inconsistencies are found in the audit, the AGENCY may either:
  - a. Submit a written concurrence to MDOT's Auditing Specialist that will allow MDOT OPT to begin its review of the CPA audit; or
  - b. Take no action and allow the thirty (30) day review period to expire. The AGENCY agrees that failure to submit a written concurrence means that the AGENCY has performed the required review, concurs with the audit, and agrees that MDOT can proceed with its review.
4. Upon expiration of the AGENCY's thirty (30) day review period, MDOT will review the CPA audits.

## **I. MDOT AUDIT AND ADJUSTMENTS**

In the event that an audit performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Agreement or any project authorization or questions the allowability of an item of expense, MDOT will promptly submit to the AGENCY a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to the AGENCY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the AGENCY will (a) respond in writing to the responsible bureau or office of MDOT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to MDOT a written explanation as to any questioned or no opinion expressed item of expense (Response). The Response will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the

documentation is voluminous, the AGENCY may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The Response will refer to and apply the language of the Agreement. The AGENCY agrees that failure to submit a Response within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to finally disallow any items of questioned or no opinion expressed cost.

MDOT will make its decision with regard to any Notice of Audit Results and Response within one hundred twenty (120) days after the date of the Notice of Audit Results. If MDOT determines that an overpayment has been made to the AGENCY, the AGENCY will repay that amount to MDOT or reach agreement with MDOT on a repayment schedule within thirty (30) days after the date of an invoice from MDOT. If the AGENCY fails to repay the overpayment or reach agreement with MDOT on a repayment schedule within the thirty (30) day period, the AGENCY agrees that MDOT will deduct all or a portion of the overpayment from any funds then or thereafter payable by MDOT to the AGENCY under this Agreement or any other agreement or payable to the AGENCY under the terms of 1951 Public Act 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by MDOT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The AGENCY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest MDOT's decision only as to any item of expense the disallowance of which was disputed by the AGENCY in a timely filed Response.

## **SECTION 10. ETHICS**

### **A. CONFLICT OF INTEREST**

The AGENCY must disclose in writing to MDOT any potential conflict of interest in it receiving financial assistance through a project authorization. If the potential conflict of interest is with a federal award (grant money paid by the federal government to the AGENCY), the AGENCY must submit the written disclosure to the applicable federal agency.

### **B. CERTIFICATION**

For any project authorization in excess of One Hundred Thousand Dollars (\$100,000.00):

1. The AGENCY's signature on the authorization constitutes the AGENCY's certification that to the best of its knowledge and belief no federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement the undersigned will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," pursuant to Section 1352, Title 31 USC, in accordance with its instructions.
3. The AGENCY will require that the language of this certification be included in the award documents for all third-party agreements (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 USC. Any person who fails to file the required certification will be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000.00) and not more than One Hundred Thousand Dollars (\$100,000.00) for each such failure.

#### **C. UNFAIR LABOR PRACTICES**

In accordance with 1980 PA 278, MCL 423.321 et seq., the AGENCY, in the performance of this Agreement, will not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the Michigan Department of Labor of employers who have been found in contempt of court by a federal court of appeals on not less than three (3) occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC 158. MDOT may void this Agreement if the name of the AGENCY or the name of a subcontractor, manufacturer, or supplier utilized by the AGENCY in the performance of this Agreement subsequently appears in the register during the performance of this Agreement.

#### **D. ASSIGNMENT OF ANTITRUST RIGHTS**

With regard to claims based on goods or services that were used to meet the AGENCY's obligation to MDOT under this Agreement, the AGENCY hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT due to any violation of 15 USC, Sections 1 – 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT.

The AGENCY shall require any subcontractors to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT with regard to claims based on goods or services that were used to meet the AGENCY's obligation to MDOT under this Agreement due to any violation of 15 USC, Sections 1 – 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT as a third-party beneficiary.

The AGENCY shall notify MDOT if it becomes aware that an antitrust violation with regard to claims based on goods or services that were used to meet the AGENCY's obligation to MDOT under this Agreement may have occurred or is threatened to occur. The AGENCY shall also notify MDOT if it becomes aware of any person's intent to

commence, or of commencement of, an antitrust action with regard to claims based on goods or services that were used to meet the AGENCY's obligation to MDOT under this Agreement.

#### **E. INTEREST OF CONGRESSIONAL MEMBERS OR DELEGATES**

No member of or delegate to the Congress of the United States will be admitted to any share or part of this Agreement or to any benefit arising therefrom.

#### **F. PROHIBITED INTEREST**

No member, officer, or employee of the AGENCY, during his/her tenure or one (1) year thereafter, will have any interest, direct or indirect, in this Agreement or the proceeds thereof.

#### **G. POLITICAL ACTIVITY**

None of the funds, the facilities, or the project equipment provided in any project authorization under this Agreement will be used for any partisan political or millage activity or to further the election or defeat of any candidate for public office.

### **SECTION 11. AWARD**

#### **A. TERM OF AGREEMENT**

The effective date of this Agreement is October 1, 2026, and the Agreement will continue in effect until the last obligation between the parties under this Agreement has been fulfilled. The Agreement will include project authorizations for program years 2027 through 2031.

When the funding of a project authorization is contingent upon the award of the matching federal grant for MDOT and federal funds, MDOT will allow costs to be incurred for projects in advance of federal and MDOT approval to be apportioned in fiscal years 2027 through 2031, including carryover amounts, subject to allowance by the federal agency and the following: (1) use of this pre-award spending authority must meet all of the conditions and requirements as may be set forth in the Federal Register, and (2) costs incurred for the project that are not approved by the federal agency or MDOT will not be eligible for reimbursement and will remain the responsibility of the AGENCY.

When a project authorization contains only state funds or only state and local funds, MDOT will allow costs to be incurred by the AGENCY for the project prior to award of the project authorization. If costs are incurred for a project that is not approved by MDOT, those costs will not be eligible for reimbursement and will remain the responsibility of the AGENCY. If for any reason the project authorization does not get awarded, MDOT will not be responsible for expenses that have been incurred.

MDOT will not pay or be responsible for any costs incurred by the AGENCY subsequent to the expiration of the project authorization.

Project authorizations may be issued under this Agreement beginning October 1, 2026. The term for a project authorization will be indicated in that project authorization.

## B. DISCREPANCIES

In case of any discrepancy between the body of this Agreement and any attachment hereto, the body of this Agreement will govern. In case of any discrepancy between the body of this Agreement and any project authorization hereunder, the body of this Agreement will govern.

## C. SIGNING

This Agreement will become binding on the parties upon signing by the duly authorized representatives of the AGENCY and MDOT and upon the adoption of a resolution approving this Agreement and authorizing the signature(s) hereto of the respective official(s) of the AGENCY. A certified copy of the Agreement resolution must be provided to MDOT.

Prior to the award of any project authorization, the AGENCY must provide to MDOT a certified copy of a resolution approving the project authorization and authorizing the signature(s) of the respective official(s) of the AGENCY. In lieu of individual resolutions for each project authorization, the AGENCY may elect to provide authority to sign the project authorization as a part of the Agreement resolution.

REGIONAL TRANSIT AUTHORITY OF  
SOUTHEAST MICHIGAN

E-SIGNED by Benjamin Stupka  
By: on 2026-09-01 12:00:08 EDT  
Authorized Signer

MICHIGAN DEPARTMENT OF TRANSPORTATION

E-SIGNED by JEAN RUESTMAN  
By: on 2026-09-03 14:14:03 EDT  
Title: Department Director



**EXHIBIT A**  
**INSURANCE REQUIREMENTS**

All insurance coverage provided relative to this Contract is primary and non-contributing to any comparable insurance (including self-insurances) carried by the STATE.

The AGENCY will comply will the following insurance requirements as applicable:

1. Vehicle Insurance

- a. Motor vehicle insurance as required by P.A. 218 of 1956, as amended by P.A. 294 of 1972, the Michigan No-Fault Insurance Law.
  - i. Personal Protection Insurance as required by MCL 500.3101(1).
  - ii. Property Protection Insurance as required by MCL 500.3101(1).
  - iii. Residual Liability Insurance as required by MCL 500.3101(1).
  - iv. Self-insurance may be utilized provided the appropriate coverage, limits, and Secretary of State certification is provided. A One Million Dollar (\$1,000,000) minimum per occurrence limit should be carried.
  - v. The coverage specified above will be in the minimum combined single limit amount of One Million Dollars (\$1,000,000) per occurrence.
- b. Collision coverage as provided in P.A. 218 of 1956, MCL 500.3037 and comprehensive coverage as provided in P.A. 218 of 1956, MCL 500.2102 shall be carried. Both collision coverage and comprehensive coverage will be for the actual cash value of the vehicle. The amount of deductible for collision coverage and comprehensive coverage will be determined by the AGENCY and will be payable by the AGENCY. The AGENCY with prior STATE approval may self-insure the collision and comprehensive coverage.

2. Facility and/or Equipment Insurance (Non-vehicle) and Bonds

- a. Insurance - During the term of this Agreement, the AGENCY will:
  - i. Keep all buildings, improvements, and equipment in, on, or appurtenant to the transportation facility or premises at the commencement of construction and thereafter, including all alterations, building, rebuilding, replacements, changes, additions, and all improvements, insured against loss, and all perils, in an amount not less than ninety percent (90%) of the full replacement value. The AGENCY will be responsible for the payment of any deductible. The

AGENCY will maintain an annual inventory of all equipment purchased under this Agreement with current dollar values.

- ii. Provide Commercial General Liability Insurance covering all operations by or on behalf of the AGENCY against claims for personal injury (including bodily injury and death) and property damage in the minimum amount of One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) general aggregate.

b. Bonds

The AGENCY will require the successful bidder to procure and deliver to the AGENCY a Performance Bond and a Lien Bond each in an amount equal to the Agreement price, underwritten by a surety licensed to do business in Michigan, naming the AGENCY as the obligee. Such bonds will be delivered to the AGENCY prior to any construction work being performed.

## **APPENDIX A**

### **PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS**

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

## **APPENDIX B**

### **TITLE VI ASSURANCE**

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the “contractor”), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor’s obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
  - a. Withholding payments to the contractor until the contractor complies; and/or
  - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

**APPENDIX C**  
**Assurances that Recipients and Contractors Must Make**  
**(Excerpts from US DOT Regulation 49 CFR § 26.13)**

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanction;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.



## **Regional Transit Authority of Southeast Michigan Resolution No. 63**

**Resolution No. 63**, a resolution to authorize the Executive Director to execute the Michigan Department of Transportation Master Agreement.

### **SIGNATURE RESOLUTION FOR THE MASTER AGREEMENT**

**WHEREAS**, the Regional Transit Authority of Southeast Michigan has the authority to contract with the Michigan Department of Transportation for State and/or Federal funds for passenger transportation related services; and,

**WHEREAS**, the Regional Transit Authority of Southeast Michigan does hereby approve Master Agreement 2027-0139.

**NOW, THEREFORE, BE IT RESOLVED** that the Executive Director of Regional Transit Authority of Southeast Michigan be authorized and directed to execute said agreement 2027-0139 for and on behalf of the Regional Transit Authority of Southeast Michigan

### **PROJECT AUTHORIZATION RESOLUTION**

**WHEREAS**, this resolution shall also approve execution of Project Authorizations for any programs designated by the Regional Transit Authority of Southeast Michigan and/or Project Authorizations for any amount determined by the Regional Transit Authority of Southeast Michigan with the Michigan Department of Transportation which are issued under Master Agreement Number 2027-0139.

**NOW, THEREFORE, BE IT RESOLVED** that the Executive Director, or the designee of the Board Chair of the Regional Transit Authority of Southeast Michigan are authorized to enter into and execute on behalf of the Regional Transit Authority of Southeast Michigan all such project Authorizations with the Michigan Department of Transportation for passenger transportation related services for the Agreement period.

### **CERTIFICATE**

The undersigned duly qualified Board Secretary of the Regional Transit Authority of Southeast Michigan certifies the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Regional Transit Authority of Southeast Michigan held on October 15, 2026.

Authorizing signature \_\_\_\_\_ (David Massaron, Chair of the Board)

Date: October 15, 2026



## Board of Directors Memorandum

**TO:** RTA Board of Directors

**FROM:** Mshadoni Smith- Jackson, Transit Planning Manager

**SUBJECT:** RTA 5310 FY 2024 & 2025 Mobility Management Subrecipient Agreements

**DATE:** October 15, 2026

**REQUESTED ACTION:** Board of Directors Approval

### Approval Request:

Motion to allow the Executive Director to execute RTA 5310 FY 2024 & 2025 Mobility Management Subrecipient Agreement Contracts with the FY 2024 & FY 2025 5310 Mobility Management subrecipients:

- Area Agency On Aging 1-B dba AgeWays
- Freedom Roads Transportation Authority (FRTA)
- Program to Educate All Cyclists (PEAC)
- Richmond Lenox EMS (RLEMS)
- Western Oakland Transportation Authority (WOTA)

### Background Information:

As the designated recipient of Federal Transit Administration (FTA) Section 5310 funds for the Detroit and Ann Arbor Urbanized Areas, the Regional Transit Authority of Southeast Michigan (RTA) is responsible for administering funding programs that improve mobility for seniors and individuals with disabilities. Section 5310 funds are awarded by the RTA every two years through a detailed regional Call for Projects process. That process is described in detail on the RTA website here:

<https://rtamichigan.org/section-5310-enhanced-mobility-of-seniors-and-individuals-with-disabilities-program>. For the most part, funding for these projects and programs are passed through to community-level providers through subrecipient agreements.

Projects funded through this program range from vehicle replacements, operating assistance, and mobility management. The RTA serves as the pass-through for the mobility management subrecipients. This supports coordination activities that improve access to transportation services throughout the region.



| MOBILITY MANAGEMENT PROGRAMS     |                                                                                                                                                                     |                                                                                                                                                        |
|----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| Mobility Management Subrecipient | Project Summary                                                                                                                                                     | Purpose                                                                                                                                                |
| AgeWays                          | Coordinates transportation resources for older adults and people with disabilities through referral, travel navigation, and mobility management.                    | Helps residents identify and access available transportation options, reducing barriers to medical, employment, and community trips.                   |
| PEAC                             | Provides travel training services that teach seniors and people with disabilities how to independently use public transportation                                    | Increases rider independence and confidence while expanding access to transit throughout the region.                                                   |
| RLEMS                            | Provides wheelchair-accessible alternative medical transportation and a community transit partnership offering door-to-door service for area residents.             | As needed, trained staff enter the resident's home, assist the rider into the vehicle, transport them safely, and help them inside at the destination. |
| FRTA                             | Operates a Volunteer Driver Program that connects seniors and individuals with disabilities to trusted volunteer drivers and reimburses mileage for eligible trips. | Fills transportation gaps where traditional transit is unavailable, providing flexible, door-to-door transportation for essential trips.               |
| WOTA                             | Coordinate transportation resources, referrals, and trip planning assistance for older adults and individuals with disabilities in Western Oakland County.          | Makes it easier for residents to find and use transportation services, improving mobility and regional coordination.                                   |



The mobility management program represents about 15% of the total 5310 funds RTA receives and distributes regionally. In FY2024 RTA administered \$5,788,634.00 in 5310 funds with \$429,352.00 going to mobility management. The remaining funds were distributed to capital and operating projects. In FY 2025 RTA administered \$5,397,335.00 in 5310 funds with \$760,757.00 going to mobility management. The remaining funds were distributed to capital and operating projects.

| RTA 5310 MOBILITY MANAGMENT FY24 /25 SUBRECIPIENT AWARDS |                       |                     |                       |
|----------------------------------------------------------|-----------------------|---------------------|-----------------------|
| Mobility Management Subrecipient                         | FY24 & FY25 Award     | State Match         | Total Project Funding |
| WOTA                                                     | \$62,832.00           | \$15,708.00         | \$78,540.00           |
| PEAC                                                     | \$227,847.00          | \$56,961.75         | \$284,808.75          |
| RLEMS                                                    | \$94,780.00           | \$23,695.00         | \$118,475.00          |
| FRTA                                                     | \$37,504.00           | \$9,376.00          | \$46,880.00           |
| AgeWays                                                  | \$767,146.00          | \$191,786.00        | \$958,932.50          |
| <b>Total</b>                                             | <b>\$1,190,109.00</b> | <b>\$297,527.25</b> | <b>\$1,487,636.25</b> |

Following Board approval, funding will be distributed to selected subrecipients through subrecipient agreements that establish project scopes, budgets, performance reporting requirements, and compliance responsibilities. Subrecipients are reimbursed for eligible expenses in accordance with federal requirements and are subject to ongoing oversight and performance monitoring by the RTA.

### Strategic Plan Alignment:

Priority One: Build on RTA's Existing Programs and Services.

### Budget Impact:

No impact.

### Attachments Below : RTA 5310 FY 2024 & 2025 Mobility Management Subrecipient Agreements

- Area Agency On Aging 1-B dba AgeWays: [CLICK HERE](#)
- Freedom Roads Transportation Authority (FRTA) [CLICK HERE](#)
- Program to Educate All Cyclists (PEAC) [CLICK HERE](#)
- Richmond Lenox EMS (RLEMS): [CLICK HERE](#)
- Western Oakland Transportation Authority (WOTA): [CLICK HERE](#)



## Board of Directors Memorandum

**TO:** RTA Board of Directors

**FROM:** Mshadoni Smith- Jackson, Transit Planning Manager

**SUBJECT:** Informational Memo: Regional Programs Update

**DATE:** October 15, 2026

**REQUESTED ACTION:** Board of Directors Information

**Purpose:** To provide a more detailed status update on RTA Regional Program initiatives from the Value Through Action Strategic Plan involving express buses, transit corridors, customer experience, enhanced access, transit stops, and long-range regional planning.

### Express Bus

The purpose of the **Highway Express Bus** (HEB) project is to develop a regional concept for highway express bus that enhances the RTMP vision for a connected and high-quality regional transit network. The project was launched in March and will conclude Dec 31, 2026.

The approach was to combine interviews peer agencies and regional partners with planning analysis to develop the concept. The peer agencies included Sound Transit and King County Metro (Seattle), ATL Express (Atlanta), and PACE Suburban Bus (Chicago). Regional partners included SMART, MDOT and SEMCOG. Key findings from these interviews in Attachment 1 (Slides 7 and 8). The planning analysis included a travel market analysis, a review of existing park and ride infrastructure, and highway infrastructure. We are currently completing a transit propensity analysis (aka, likelihood of transit use) along the identified network to prioritize routes based on performance in ridership.

The proposed network is in Attachment 1 (Slide 9). The next steps of the project are to validate the proposed HEB network using SEMCOGs travel demand model as well as identify potential impacts to existing local fixed route transit service within the region. The project will also incorporate transit provider feedback on the



assumptions and representation of analysis. We will present the final refined network to the RTA Board in early winter 2027 along with some recommended next steps.

## Corridors

The RTA is currently leading the **Woodward Rapid Transit Study**: The purpose of that study is to define a locally preferred alternative for a transit infrastructure project that is capable of entering FTA's Capital Investment Grants Small Starts process. This effort is being coordinated by a large technical working group that includes transit providers, SEMCOG MDOT, Oakland County, City of Detroit, and Wayne County. It is also coordinated with a stakeholder working group that consists of Mayors and key staff from all the Woodward Avenue communities. This project is expected to be complete in spring/summer 2027 with the approval of the locally preferred alternative by the RTA Board and the submission of the project for consideration into the FTA program. Beyond a competitive locally preferred alternative, submission into the program is dependent on securing substantial funding to support project development work (e.g., environmental analysis, preliminary design, community engagement).

RTA has some additional items underway to support improvements on the Woodward corridor.

- **Thriving Communities Project:** This is a USDOT subaward grant focused on educating and providing technical assistance to regions starting their Bus Rapid Transit (BRT) journey. The approach is to develop marketing and communication materials to support the Woodward Ave BRT project. This project will include the development of videos, fact sheets, social media tool kits, and key messaging for Woodward leaders to communicate the value of the transit investment. Given constraints with funding, we are working to get this complete by December 2026.
- **Community Project Funding/Congressionally Directed Spending (CDS):** This is a \$2.6M grant to support the development of transit improvements in the QLINE section of Woodward. RTA received notice of the award in Aug 2026 we are working with our regional FTA office to understand the program requirements and apply the award to a grant in 2027.
- **Infrastructure Project Authority Fund (IPAF) Application:** The MDOT IPAF Call for Projects launched in summer of 2026, and award is anticipated in Oct 2026. RTA coordinated 6 regional applications for AAATA, DTC, SMART, DTC & DDOT (including the \$2M RTA application for Downtown Detroit Transit Network Upgrades). The RTA application is to plan and design dedicated transit lanes and other potential interventions to improve transit speed and reliability in the greater downtown area. This could include Woodward, Gratiot, Michigan,



Washington, and Congress/Larned. This project could also support the planning and design of the CDS project. **Customer experience**

The **Transit app** provides riders with one app to access and plan trips for over six transit providers. We are nearing the one-year anniversary of the app launch and it continues to be a successful initiative in the region. The app served more than 5 million trips were planned using the app in our launch year, representing 20% year-over-year growth! (see Attachment 1 Slide 19). The RTA has funding to support this initiative through Fiscal Year 2028.

### **Enhanced access**

**Mobility4 All (M4A):** The purpose of this program is to improve transit, with a focus on people with disabilities, older adults, and individuals with limited incomes. In 2025 RTA adopted the M4A plan which identifies opportunities to address regional transportation issues and better meet riders' needs, enabling people to commute to work, medical appointments, and other daily activities. This plan helps guide funding and implementation project priorities over the next five years.

The M4A plan is a branded term for the Federally required coordinated human services transportation plan to administer and provide oversight for the FTA 5310 Enhanced Mobility of Seniors and Individuals with Disabilities funding and coordination in the region. In early 2027 RTA will undertake the next call for projects to identify and award the Section 5310 funds, for the 2-year funding cycle, to community transit providers.

The 5310 awards are passed through SMART and AAATA for capital and operating activities while RTA administers the mobility management program directly. As part of the administration of this program RTA amended the FTA grant in June 2026 for five mobility management agencies (AgeWays, PEAC, WOTA, FRTA and RLEMS) and will continue working with them to establish their subrecipient agreements. Mobility Management activities are not traditional transit but more focused on how to access transit, training for riders and assistance navigating multiple systems and services. The MyRide2 operated by AgeWays is the region's one-call one-click transit navigation assistance service.

Recently, RTA hosted one of only two offerings nationwide of the reimagined NTI Advancing Mobility Management course in Sept 2026. The course was attended by 25 mobility-management professionals throughout the region and the country (Attachment 1; slide 23) and focused on what skills and activities are needed to provide quality mobility management.



## Transit stops

**Access to Transit (ATP):** The purpose of the ATP program is to improve the infrastructure around key bus stops to make transit easier and safer to access. All five first-round ATP locations (Warren, Southfield, Pittsfield Township, Dearborn & City of Detroit) have passed 60% design, with 100% design expected in November. The next step for these first-round locations is to establish subrecipient agreements Fall/Winter 2026 for pass-through funds in anticipation of Spring 2027 construction groundbreaking. Across the region there are multiple ATP related programs (Attachment 1; slide 26 for a description) we are coordinating and collaborating with these programs to assure alignment of funds and outcomes for the region. RTA has already secured MDOT funding for round-two planning and design and FTA funds for the construction of the first-round sites. We also have notice of federal award for annual construction funds through 2029 (Attachment 1; slide 27).

## Regional planning

RTA continues to coordinate regional partners and stakeholders through our Providers Advisory Committee (PAC) enhancing alignment through workgroups and project reviews, focusing our regional planning coordination and funding opportunities around RTAs Strategic Initiatives. The next major item we will be working on is coordinating the providers' 5-Year Capital Programs in an overall regional program. That work will commence in winter 2026 and be completed in early spring 2027. That is the key input to the federal funding programming action that the RTA Board will consider in spring 2027.

## Strategic Plan Alignment:

Priority One: Build on RTA's Existing Programs and Services.

## Budget Impact:

No impact.

**Attachment:** Regional Programs Update PowerPoint



# Regional Programs Update

October 15, 2026



Regional Transit Authority  
Of Southeast Michigan



# Value through Action

2026-2028 Strategic Plan  
Final Plan for Board Adoption



**rta**

Regional Transit Authority  
Of Southeast Michigan

**Value Through Action: A strategic framework that focuses every investment on delivering measurable improvements for the people and communities we serve**



# Turning Strategy into Regional Results

**Philosophy: Focus our resources where we can create the greatest regional value**

## **Build on Strengths**

- Express buses
- Transit corridors
- Seamless rider experience
- Expanded access
- Transit stops
- QLINE

## **Maximize Funding Opportunities**



# Active Projects

## Express Bus

D2A2 and DAX  
Highway Express Bus Study

## Corridors

Woodward Rapid Transit Study  
QLINE Dedicated Lanes

## Customer Experience

Transit App  
Mobility Wallet

## Enhanced Access

Mobility4All Funding (Round 3)  
Mobility Management Program (MyRide2)

## Transit Stops

First Five Access to Transit Projects  
(Detroit, Dearborn, Pittsfield, Southfield, Warren)

# Express Bus

# Highway Express Bus – Overview

**Purpose:** Develop a regional strategy for expanding highway express bus service across Southeast Michigan to improve regional mobility, strengthen connections between communities, and support future transit investment.

**Schedule:** Project complete Dec 31<sup>st</sup>

## **Study Approach:**

*Conduct Interviews of Stakeholder and Peers*

*Analyze regional travel demand*

*Evaluate propensity for express bus service*



# Learnings from Stakeholder Interviews



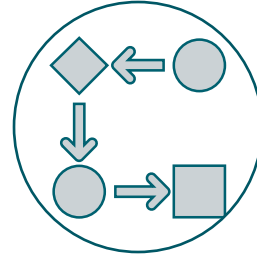
## Connect Regional Destinations

Prioritize regional destinations including major employers, DTW, UM and other colleges, and Henry Ford & other healthcare beyond downtown Detroit. Connect destinations across county jurisdictions.



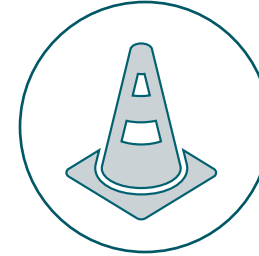
## Competitive Express Service

Offer rapid transit service model with limited points of access in key locations that does not compromise travel time and offers competitive driving alternative.



## Integrated Transit Network

Coordinate with QLine, DPM, DDOT, SMART, and TheRide fixed route transit, SMART Flex, and Indian Trails intercity transit services to improve transfers and first/last mile connections.



## Targeted Infrastructure

Run service along existing highway infrastructure (e.g. I-75, I-94, I-96 managed lanes) and target investment in park-and-rides, stop amenities, and transit priority treatments that improve reliability and rider experience.



## Phased Implementation

Build on existing assets and partnerships to operate small-scale service, demonstrating demand before advancing larger capital investments.

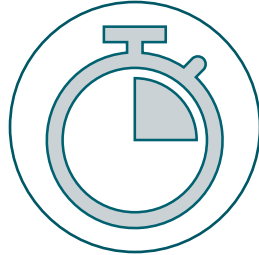
Overall, stakeholders supported expanding regional express bus service while emphasizing that future investments should complement existing transit, focus on strong travel markets, and be implemented incrementally through regional partnerships.

# Learnings from Peer Agency Interviews



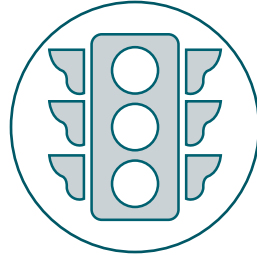
## Serve Distinct Regional Markets

Successful express services focus on airport, university, medical, employment, and regional connector markets rather than relying solely on traditional downtown commuter trips.



## Protect Travel Time Advantage

Maintain fast, reliable travel by leveraging infrastructure and strategically locating stops to maximize access without compromising travel time.



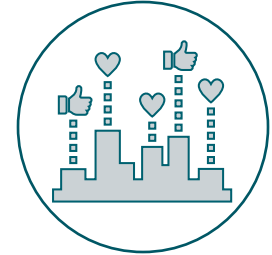
## Invest Strategically in Infrastructure

Park-and-rides, freeway stations, managed lanes, and customer amenities improve service, but require careful siting, local connections, and long-term maintenance planning.



## Performance-based Decisions

Agencies evaluate travel-time savings, reliability, productivity, operating costs, park-and-ride utilization, and network integration when assessing express bus performance.

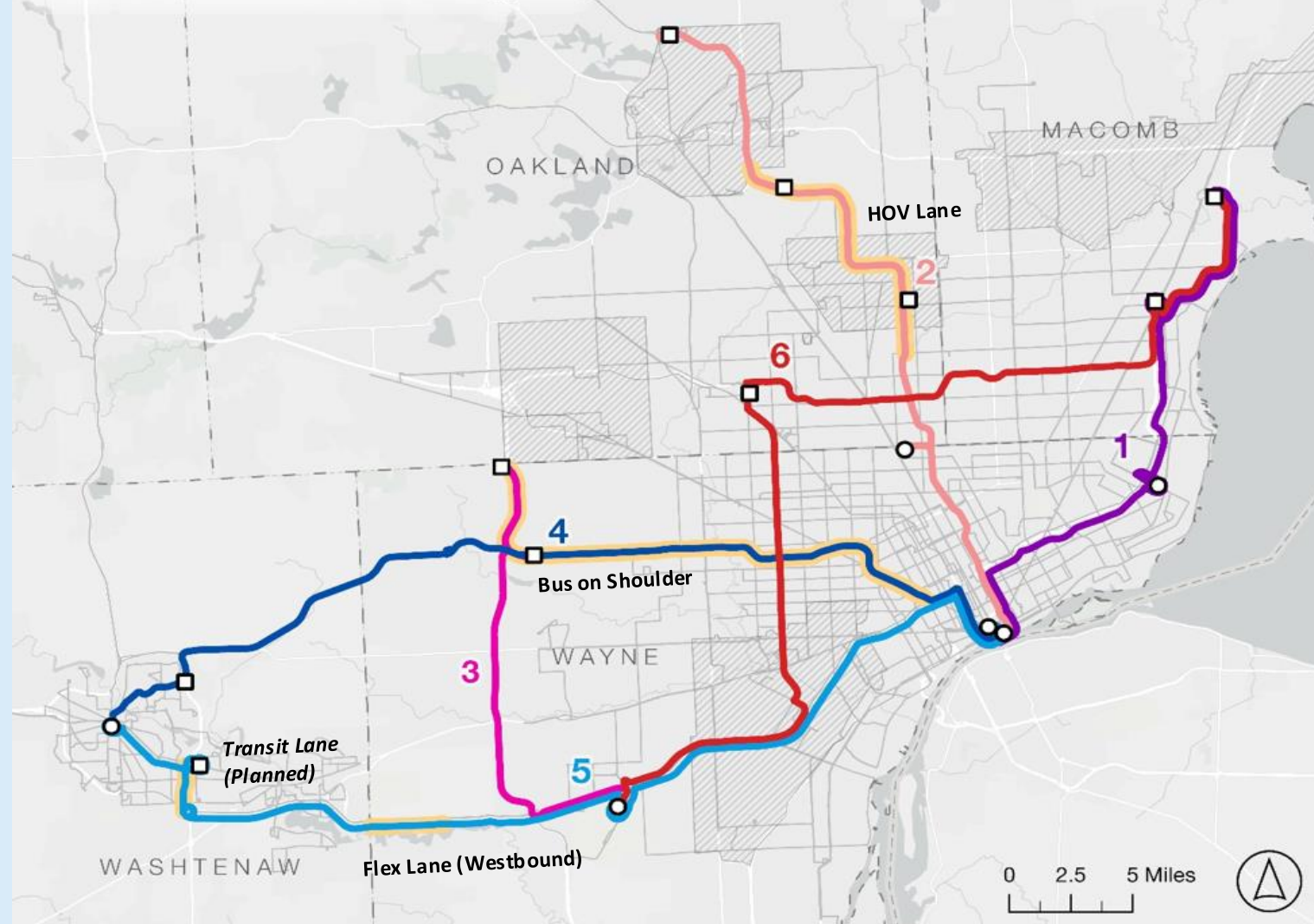


## Coordinate Across Agencies

Successful programs rely on partnerships among transit operators, highway agencies, and local jurisdictions to address funding, facility ownership, maintenance responsibilities, and service delivery.

The project team interviewed **Sound Transit and King County Metro** (Seattle), **ATL Express** (Atlanta), **Pace Suburban Bus** (Chicago), and **RTD Denver** in addition to conducting desk research on various other peers.

# Proposed Highway Express Bus System for Southeast Michigan



## Proposed Routes and Stops

- (1) Macomb County - Detroit
- (2) Oakland County - Detroit
- (3) Western Wayne County - DTW
- (4) Ann Arbor - Detroit via Livonia

- (5) Ann Arbor - Detroit via DTW
- (6) Macomb County - DTW via Southfield
- PNR Stop
- Regular Stop

- Highway Infrastructure Opportunities
- Local Transit Routes
- SMART Flex Zones

# Next Steps

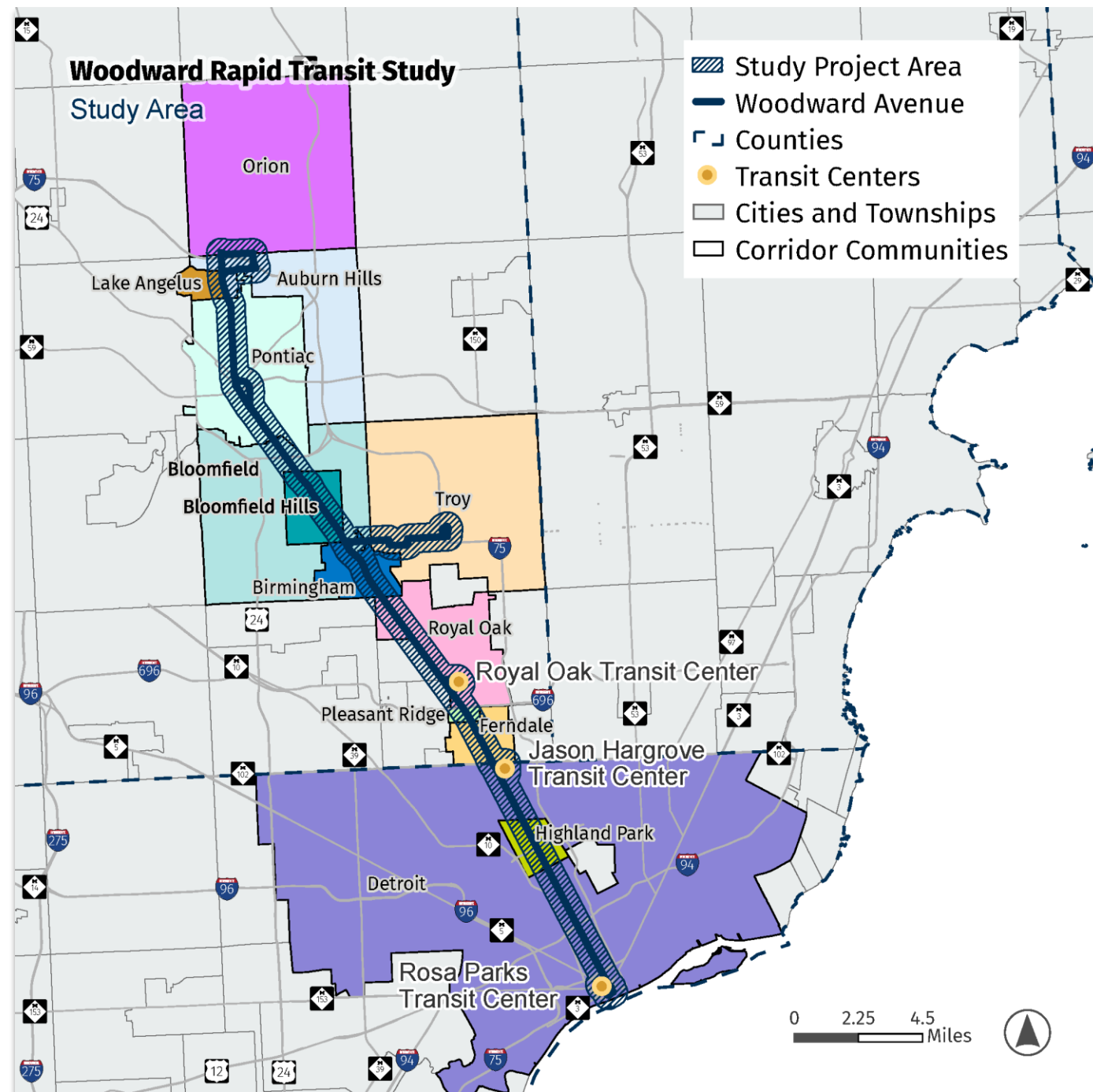
- Incorporate feedback from:
  - Transit Provider reviews of draft Service Analysis and Capital Features technical memos
  - SEMCOG validation model run to estimate impact on local transit routes
- Finalize deliverables
- Present recommendations to RTA Board

# Transit Corridors

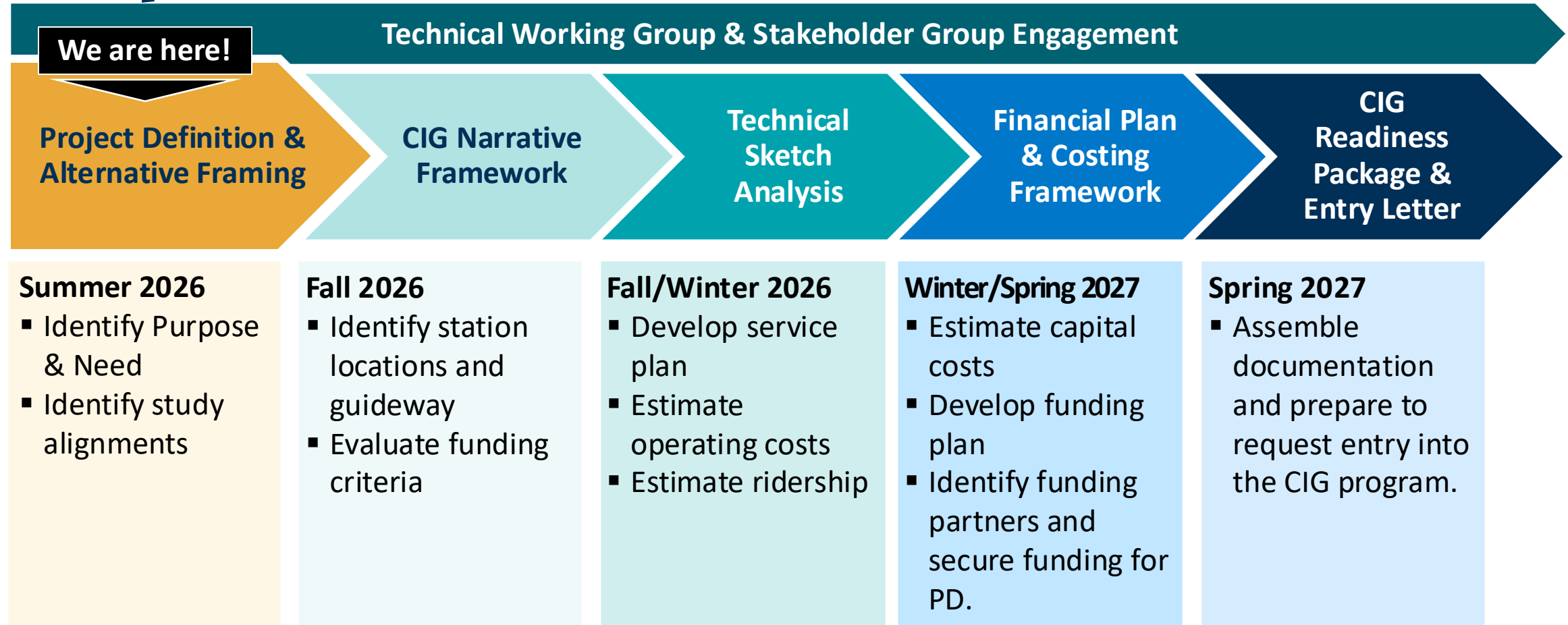
# Study Purpose

Build upon prior planning to identify and build consensus around:

- A **transit-focused locally preferred alternative (LPA)** that defines the alignment and stations **for bus rapid transit (BRT) on the Woodward Corridor.**
- An **LPA that is ready** to enter the Project Development Phase in FTA's Capital Investment Grants (CIG) Program as a Small Starts Project **to pursue funding.**



# Woodward Avenue Rapid Transit Study Scope



# Project Committees

## Technical Working Group

- Provide **feedback** on proposed concepts, priorities, cost assumptions, and implementation strategies.
- Highlight funding, operational, and infrastructure **considerations**.
- Refine **recommendations** and build **consensus**.
- Contribute to stakeholder support **documentation** and letters of **support** that strengthen the project's readiness for CIG entry.

## Stakeholder Working Group (Woodward Mayors)

- **Shape the study:** Share local priorities and concerns.
- **Coordinate locally:** Connect RTA with city staff and plans.
- **Frame the case:** Identify the benefits and answers needed to build support
- **Set the Cadence:** Identify how many meetings we are looking for and when (generally).

# Thriving Communities Program Subaward

- Supports Communication and Education of the Bus Rapid Transit (BRT) and Modernization of Woodward Ave.
- USDOT grant up to \$50,000 to develop:
  - Two 2-minute videos
  - Community one-pagers
  - Social media strategy
  - Presentation for community leaders to use

# Congressionally Directed Spending (CDS) Dedicated Lanes

- Thanks to US Senator Gary Peters, RTA has received \$2.6M in Congressional Directed Spending for Woodward-dedicated lanes.
- This grant is intended to improve QLINE service efficiency and reliability.
- These funds will be attached to a grant in early 2027.



# **IPAF (Infrastructure Projects Authority Fund- Transformational Transit)**

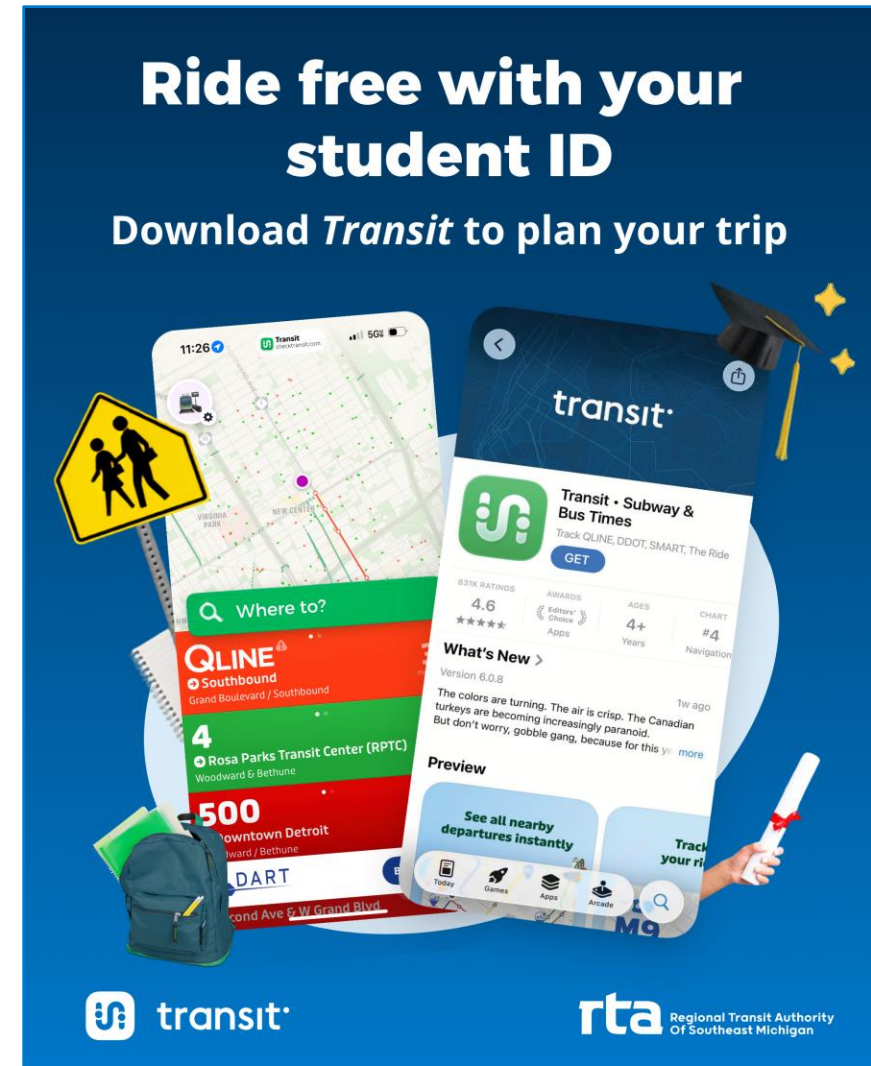
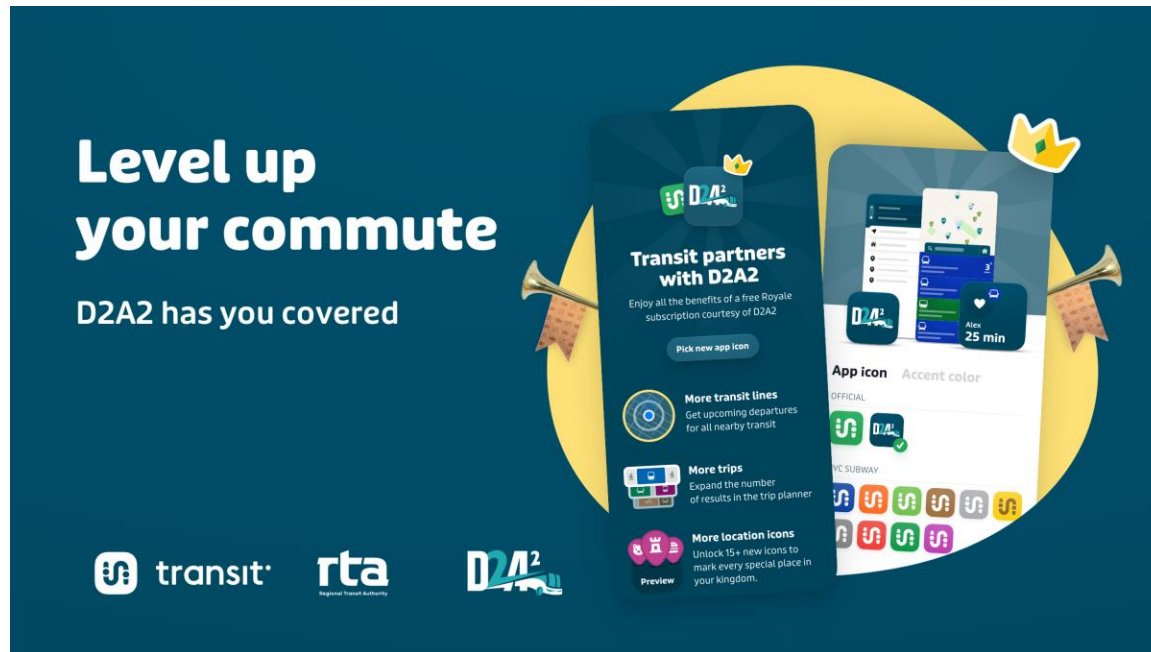
- In May 2026 MDOT launched a call for projects to provide long-term, sustainable funding to stabilize existing transit services and implement new or enhanced transformational transit options.
- RTA coordinated 6 regional applications and submitted an application for the Downtown Detroit Transit Network Upgrades (DDTNU) project.
- The DDTNU application includes planning and design for dedicated transit lanes and other potential interventions to improve transit speed and reliability in the greater downtown and better circulation for major DDOT, SMART and QLINE routes.



# Customer Experience

# TRANSIT App 1-year Anniversary

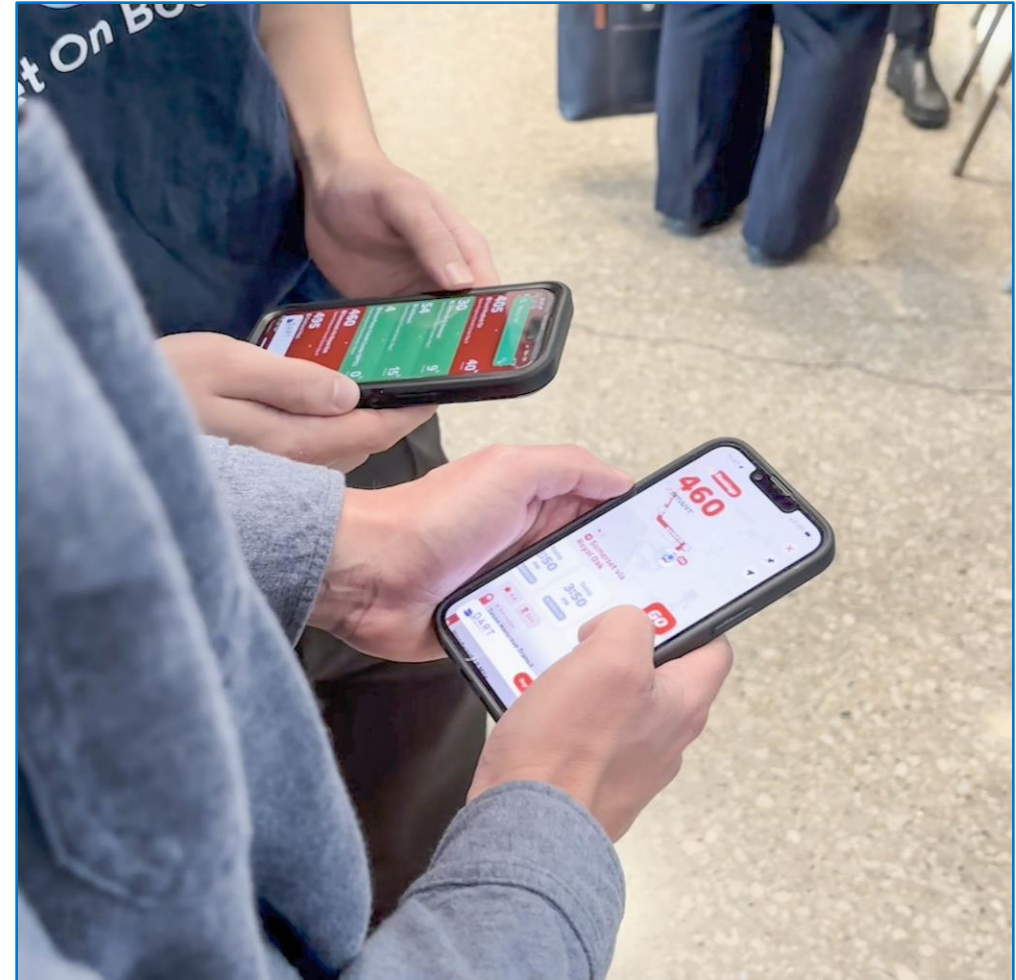
- The RTA launched Transit app to the region in November 2025
- In August 2026, 61,915 riders opened Transit, a 20% increase year-over-year.



# TRANSIT App Metrics (YTD)

We exceeded our 20% month-over-month growth target!

- Users: 56,311
- Active Royale Users: 42,944
- Downloads: 56,526
- Sessions: 31.8M
- Trips Planned: 5.4M
- GO Trips: 952,698



# Regional Fare Payment

- Transit app evaluation with Menlo Innovations (Winter 27).
- Integrate DAX and D2A2 into Transit App payment and real time information (Winter 27).
- Regional fare payment PAC working group.
- Explore expansion of the mobility wallet pilot subsidy portal.
- Work with existing mobile payment providers on Cash app and paratransit integration.
- Continue the development of a Regional Transit Payment Vision.



# Enhanced Access

# Mobility for All - Mobility Management

- RTA's Hosted 25 Mobility Management professionals at the NTI Advancing Mobility Management Course Sept 29 & 30.
- This was one of 2 offerings nationwide in 2026.
- RTA amended the FTA 5310 grant and updated subrecipient agreements for 5 Mobility Management pass through agencies. In Early 2027 RTA will initiate the next Call for Projects
- We also combined the mobility management coordination committee and the regional smaller community providers operations committee to reduce burden and increase alignment.



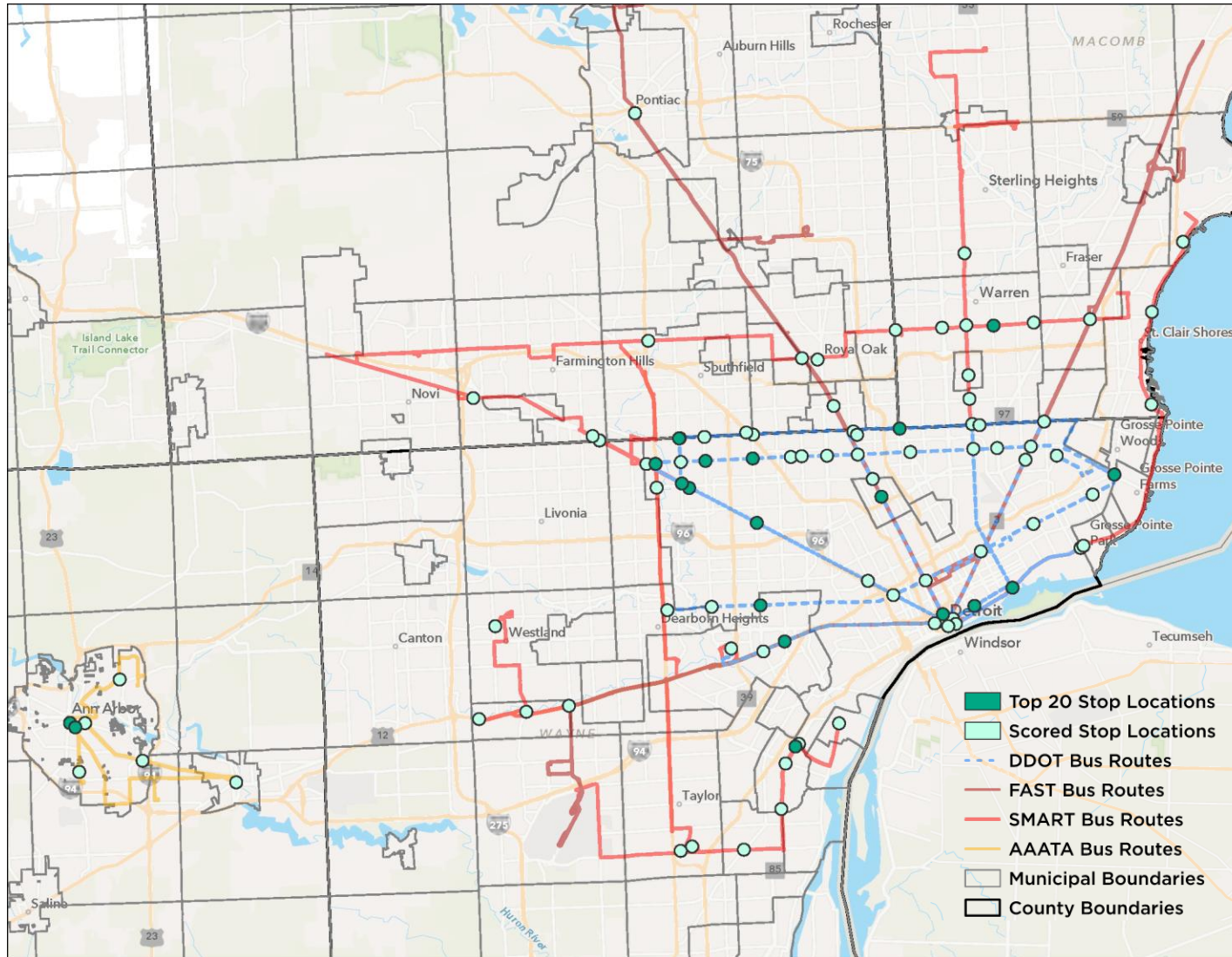
# Transit Stops

# Access to Transit (ATP)

**An RTA program that focuses on improving the infrastructure around key bus stops to make transit easier and safer to access.**

| Mission                                                                                               | Vision                                                                                                                                                                |
|-------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Attract new riders to the regional transit system by making transit stops safer and easier to access. | Provide funding and technical assistance to municipalities for developing and modernizing infrastructure that aids in a safer and more accessible transit experience. |

# Access to Transit– Analysis



- List of potential future ATP transit stop locations.
- Locations were identified through the 2024-2025 planning process.
  - Proximity to key destinations
  - Ridership
  - Future development
  - Accessibility
  - Connectivity
  - Stakeholder support
- Starting work to include more Wayne County communities via the millage.

# Access to Transit – First Round Locations



- Macomb County
  - 12 Mile Rd and Hoover Rd, Warren.
- Oakland County
  - 9 Mile Rd and Providence Drive, Southfield.
- Washtenaw County
  - Washtenaw Ave and Carpenter Rd. Pittsfield Township.
- Wayne County
  - Michigan and Schaefer, Dearborn.
  - Grand River Ave and Westbrook St. Detroit.

All five locations are past the 60% design phase with 100% design expected mid November.

# Collaboration and Coordination Across the Region

|                                                 |                                                                                                                                                                         |
|-------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RTA Access to Transit Program</b>            | Funding and technical assistance to municipalities for developing and modernizing infrastructure that aids in a safer and more accessible transit experience            |
| <b>Oakland County Access to Transit Program</b> | Awards funds to Oakland County communities to complete projects that facilitate safer and more convenient transit experiences for residents                             |
| <b>SEMCOG Access to Transit</b>                 | Funding in FY26 and FY27 to support shovel-ready projects that enhance safety and access for bicyclists, pedestrians, and bus stop enhancements in the SEMCGO region.   |
| <b>Detroit Safe Access to Transit</b>           | The funds will be used to support safer bus stops and safer transfers at 56 bus stops in Detroit.                                                                       |
| <b>SMART Spaces</b>                             | SMART SPACES project (Safer Places, Accessible Communities, and Effective Stops) is a comprehensive improvement plan for SMART's 5,000+ bus stops across Metro Detroit. |



# Access to Transit– Funding

| Funding Source                                      | Total Through 2029 |
|-----------------------------------------------------|--------------------|
| <b>Planning + Design</b> (MDOT Service Initiatives) | \$2,413,395*       |
| <b>Construction</b> (CMAQ)                          | \$7,000,000        |

- \*MDOT Service Initiatives is active through 1/31/2028
- CMAQ Construction funds are awarded \$2M for the first year
- Expecting \$1.25M CMAQ for FY27-FY29

# Regional Planning

# Forward Looking

## Enhanced Coordination through Providers Advisory Committee (PAC)

- Create workgroups for Fare Payment Strategy
- Reviews of HEB deliverables

## Capital Programming

- Coordinate regional baseline needs to support Spring split letter

## Illustrative List

- Develop a financially unconstrained list of Transit Projects

## SEMOG Regional Transportation Plan (RTP)

- Coordinate through SEMOG to get public feedback on illustrative list
- Align RTMP with RTP development timeline