



**GRAND VALLEY  
METROPOLITAN COUNCIL**

**Board Meeting Agenda**

**Thursday May 6, 2010 • 8:30 a.m.**

**Kent County Commission Chambers • Grand Rapids, MI**

- 1. Call to Order by Chair**
- 2. Public Comment**
- 3. Swearing-in of New Board Member: Thomas Butcher, General Counsel, Grand Valley State University**
- 4. Approval of Minutes dated April 1, 2010**
- 5. Transportation / MPO**
  - a. Amendments to the FY 2008-20011 GVMC Transportation Improvement Program**
  - b. Approval of Third Party Contract with RLS & Associates to complete the Kent County Transit Needs Assessment**
- 6. Resolution to amend the GVMC Articles of Incorporation to remove the Township of Jamestown as a participating local unit of government**
- 7. May 11 GVMC Visioning / Goal-Setting Meeting**
- 8. Legislative Advocacy**
  - a. Report and recommendations from the Legislative Committee**
- 9. Other items of business and comments from GVMC members**
- 10. Adjournment**



## Memorandum

**To:** Grand Valley Metropolitan Council  
**From:** Donald J. Stypula, Executive Director  
**Date:** May 3, 2010  
**Re:** Agenda Items for our May 6, 2010 Board meeting

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Attached are the agenda and support documents for our next GVMC Board of Directors meeting, scheduled for **8:30 am Thursday May 6, 2010 at the Kent County Commission Chambers in downtown Grand Rapids.**

This month we will welcome and swear-in Tom Butcher, General Counsel of Grand Valley State University as the newest member of the GVMC Board. We are bringing for your consideration some amendments to the GVMC Transportation Improvement Program and we are presenting for your approval a contract with RLS and Associates to complete the Kent County Public Transportation Needs Study. We also are asking you to approve the attached resolution authorizing the removal of Jamestown Township as a member of the Metro Council. We are also bringing for your review the final agenda for our May 11 GVMC visioning and goal-setting meeting at Gaines Township Hall and, in preparation for that meeting, I will make a brief presentation on where GVMC's efforts have been focused in the past and where we are today. In addition, we will have an update from the Legislative Committee and discuss the latest developments at the Capitols in Lansing and Washington.

We'll start by reviewing and accepting the attached minutes from our April 1, 2010 GVMC Board meeting.

### **TRANSPORTATION DEPARTMENT: AMENDMENTS TO THE FY 2008-2011 TRANSPORTATION IMPROVEMENT PROGRAM**

The City of Hudsonville, the Kent County Road Commission, the Ottawa County Road Commission and the Michigan Department of Transportation and each requesting amendments to the Metro Council's 2008-2011 Transportation Improvement Program (TIP). I have attached for your review a briefing memo from GVMC Transportation Planner Darrell Robinson, together with a more detailed request memo from MDOT. These amendments have been reviewed and

approved by the GVMC Technical and Policy Committees.

**Proposed Action: Review and approve the proposed amendments to the GVMC FY 2008-2011 TIP.**

**TRANSPORTATION DEPARTMENT: THIRD-PARTY CONTRACT WITH RLS AND ASSOCIATES TO COMPLETE THE KENT COUNTY PUBLIC TRANSPORTATION NEEDS STUDY**

I am presenting for your review and approval a contract totaling \$223,685 with RLS and Associates to perform a Kent County-wide assessment of unmet public transportation needs. We used a detailed RFP process to seek out qualified consultants with final interviews and consultant selection made by a collaborative study group assembled by Metro Council staff. I have attached the contract together with a briefing memo from GVMC Transportation Planner Andrea Dewey for your consideration.

**Proposed Action: Review and approve the proposed contract with RLS & Associates for \$223,685 to complete the Kent County public transit needs study.**

**RESOLUTION TO REMOVE JAMESTOWN CHARTER TOWNSHIP AS A PARTICIPATING GVMC MEMBER**

Despite our efforts to encourage Jamestown Charter Township to remain active in the GVMC, the township board has decided not to reconsider its December vote to withdraw from the Metro Council.

I have prepared a resolution to begin the process of approving Jamestown's withdrawal from Metro Council. I am preparing the other required documents including the Notice of Adoption of the Amendment to the Articles of Incorporation, the Resolution to approve the amendment to the Articles, and the actual Amendment language for the Articles.

As noted in the attached resolution, the Board must vote to approve the resolution authorizing an amendment to the Articles; a notice of the action must be published in the Grand Rapids Press; and the governing bodies of each GVMC-member county and community must also approve a resolution acknowledging Jamestown's withdrawal.

**Proposed Action: Review and approve the resolution authorizing an amendment to the GVMC Articles of Incorporation to remove Jamestown Charter Township as a participating local unit of government.**

## **MAY 11 GVMC VISIONING / GOAL-SETTING MEETING**

A reminder to mark your calendars for the **entire morning of Tuesday May 11, 2010 at Gaines Charter Township Hall** – lower level public meeting room – for a thorough discussion of the Grand Valley Metro Council's vision, mission, goals, objectives, roles and responsibilities, together with an action plan with timelines to move us forward.

Dr. Lewis Bender, retired professor of public administration at Southern Illinois University (who now resides in West Michigan) will facilitate our morning-long discussion on the future roles and responsibilities of the GVMC. As noted on the attached final agenda, we will begin at 7:45 a.m. for coffee and continental breakfast, begin our facilitated discussions promptly at 8:15 and adjourn at 12:30. Following adjournment, we will have lunch available for all attendees.

In preparation for our visioning and goal-setting meeting next Tuesday, I will provide a brief presentation at our meeting on Thursday tracing the history of the Metro Council; a primer on the Metropolitan Development Blueprint, pioneered by GVMC members in the mid-1990s; our work in transportation and land use planning; and where our activities are concentrated today. I will have background materials available at the Board meeting on Thursday.

October 1, 2010 marks the 20<sup>th</sup> anniversary of the Grand Valley Metro Council. While we have celebrated many milestones and accomplished many successes in those two decades, our current economic and fiscal environment demands that we take a fresh look at the work that GVMC does today and what we can do together in the future to bring added value to GVMC-member counties and communities and the people of this entire region.

Please mark your calendars and plan to devote the entire morning to this collaborative effort to reenergize the Grand Valley Metro Council on Tuesday May 11, 2010 at Gaines Township Hall. I will send out a reminder email with directions to Gaines Township Hall and the parking arrangements once you arrive.

We understand that some of you have scheduling conflicts on that day. If that is the case, PLEASE arrange for someone from your county or local government to attend in your place so we can ensure that your county or community's voice is heard, understood and counted as we visualize the future for the Grand Valley Metro Council.

## **LEGISLATIVE ADVOCACY – REPORT OF THE LEGISLATIVE COMMITTEE**

The Legislative Committee met on Wednesday April 28 to discuss a questionnaire we are developing that will be sent to all major party candidates competing in the respective party primary elections for seats in the 96<sup>th</sup> Michigan Legislature. We are asking candidates for seats in the Michigan House and Senate to give us their views on issues of major importance to the counties and local units of our region including: revenue sharing, governmental reforms that remove legal roadblocks to intergovernmental cooperation and service sharing, reforms to Act

312 – compulsory binding arbitration for public safety employees, transportation funding, and unfunded state mandates. Through this survey vehicle, we are asking candidates not only their positions on key issues, but also how we – as county and local officials – can work with them to accomplish our legislative goals.

With campaigns for legislative primary elections in full-swing, members of the Legislative Committee believe we need a more aggressive approach for ascertaining where candidates stand on critical issues, communicating GVMC's positions on those issues and keeping a scorecard of how legislators vote on bills that affect our legislative priorities. To assist in that effort, I am researching an on-line system that will enable us to follow the movement of legislation through the House and Senate and track legislators' votes on key issues. The system I envision will allow us to put information on individual bills, committee action – including amendments – and legislators' votes into an electronic format that can be easily shared GVMC members via our web site and through a new electronic newsletter that will be unveiled this summer.

**The Legislative Committee will meet again at 8:30 a.m., Wednesday May 12 at the GVMC offices to finalize the candidate questionnaire and information packet.**

As always, we're looking forward to seeing you and having a fruitful discussion. If you have any thoughts, comments, questions or suggestions you can reach me anytime on my cell phone at 616-450-5217, in the office at 776-7604, at home at 257-3372 or via email at [stypulad@gvmc.org](mailto:stypulad@gvmc.org).

# GRAND VALLEY METRO COUNCIL

## Board Meeting

April 1, 2010

8:30 a.m.

Kent County Commission Chambers

### MINUTES

#### 1. Call to Order

The meeting was called to order at 8:35 a.m. by Chairman Jim Buck.

#### Members Present:

Alex Arends	Alpine Township
Dale Bergman	Sparta Township
Jim Buck	City of Grandville
Dick Bulkowski	Kent County
Daryl Delabbio	Kent County
Mike DeVries	Grand Rapids Township
Brian Donovan	City of East Grand Rapids
Jason Eppler	City of Ionia
Sandi Frost Parrish	Kent County
John Helmholdt	At-Large
Doyle Hayes	At-Large Member
Don Hilton, Sr.	Gaines Township
Denny Hoemke	Algoma Township
Jim Holtrop	Ottawa County
Jim LaPeer	Cannon Township
Robert May	City of Hastings
George Meek	Plainfield Township
Cy Moore	Treasurer
Jack Poll	City of Wyoming
Milt Rohwer	City of Grand Rapids
Al Vanderberg	Ottawa County
Bill VerHulst	City of Wyoming

#### Members Absent:

Jerry Alkema	Allendale Township
Randy DeBruin	City of Belding
Chris Burns	City of Cedar Springs
Dan Carlton	Georgetown Township
Sharon DeLange	Village of Sparta
Tom Fehsenfeld	At-Large Member
Cindy Fox	Cascade Township
Brian Harrison	Caledonia Township
George Heartwell	City of Grand Rapids

Pauline Luben	City of Hudsonville
Elias Lumpkins, Jr.	City of Grand Rapids
Mick McGraw	At-large Member
Jim Miedema	Jamestown Township
Audrey Nevins	Byron Township
David Pasquale	City of Lowell
Steven Patrick	City of Coopersville
Chuck Porter	Courtland Township
Rick Root	City of Kentwood
Ken Snow	City of Greenville
Toby VanEss	Tallmadge Township
Phil Van Noord	Village of Middleville
Rob VerHeulen	City of Walker
Chris Yonker	City of Wayland
Michael Young	City of Rockford

**Others Present:**

Andy Bowman	Grand Valley Metro Council
Leon Branderhorst	Grand Valley Metro Council
Abed Itani	Grand Valley Metro Council
TaiWo Jaiyeoba	ITP
Gayle McCrath	Grand Valley Metro Council
Don Stypula	Grand Valley Metro Council

**2. Public Comment**

None

**3. Approval of Minutes**

**MOTION – To Approve the Minutes of the March 2010, GVMC Board Meeting with Correction. MOVE – DeVries. SUPPORT – Meek. MOTION CARRIED.**

**4. Appointment of Grand Valley State University to the Grand Valley Metropolitan Council as a Higher Education Participant**

Don Stypula reviewed the resolution to invite Grand Valley State University to participate in the Metro Council. Dues would be \$5,000 annually.

Don Hilton asked if it allows the university to just be a part of the GVMC Board, or would they also be eligible to be a part of the Executive Committee?

Don Stypula explained that the Nominating Committee determines the members of the Executive Committee. However, GVSU would be invited to sit in on other activities.

Jim La Peer asked if there were any plans to reach out to other universities.

Don Stypula indicated these weren't at this time. In one or two years, he could bring in a recommendation to include others.

**MOTION – To Approve the Resolution Inviting GVSU to Become a Member of the Grand Valley Metropolitan Council. MOVE – Poll. SUPPORT – Delabbio. MOTION CARRIED.**

## **5. May 11 GVMC Visioning / Goal-Setting Meeting**

Don Stypula reported a visioning session will be held on the morning of May 11 at the Gaines Township Hall. It will be the most important meeting of the Metro Council. The purpose of the meeting is to figure out what GVMC should be in the future. What can it do to create value for its members? It will be lead by Dr. Lew Bender. Every member should make an effort to attend the meeting or send a representative. The session will start off with a continental breakfast. Don Stypula will send out information to everyone before hand on the history, mission, etc. of GVMC. The outcome of the meeting will be an action plan and deliverables created by Don and staff (after the meeting).

Al Vanderberg stated we need to figure out the unique value added identity of GVMC in these difficult economic times. Successful organizations don't make strategic plans just an annual exercise, but incorporate them into their activities to be an intentional organization. We need to define who we are and what we are about.

Daryl Delabbio added that one morning might not be sufficient to cover everything. He said he can't overemphasize enough the importance of everyone being there and actively participating. We must ensure GVMC gives value to each and every member.

## **6. Legislative Advocacy**

Don Stypula reported the Legislative committee discussed engaging candidates for office. GVMC would give them information about the organization as well as its legislative priorities. The cover letter will include the names of all the members along with the communities they represent. Candidates would be asked to indicate their positions on the issues, sign and return. This would then be used to track their record. The information will also be sent out to all members who can share it with their governing bodies and constituents. GVMC will develop a tracking system. The Mackinaw Center has a good system. We will put a greater emphasis on talking to the candidates.

Mike DeVries stated there is a wealth of talent on the Legislative committee. GVMC needs to be relevant in its legislative advocacy. We need to track the legislative issues and make our representatives accountable. REGIS maps with population shown should be used to emphasize our opinion matters. We should also be sure to include GVSU and the private

sector board members. A timeline needs to be set to work with candidates and make sure they know our issues.

Don Stypula reported the next meeting of the Legislative committee will be on April 28 at the GVMC offices.

Mike DeVries stated by the 14<sup>th</sup> we should send out the list of legislative priorities.

**7. Other**

**8. Adjourn – 9:30 a.m.**

**MOTION – To Adjourn. MOVE – Meek. SUPPORT – Holtrop. MOTION CARRIED.**



GRAND VALLEY METROPOLITAN COUNCIL

ALGOMA TOWNSHIP • ALLENDALE TOWNSHIP • ALPINE TOWNSHIP • BELDING • BYRON TOWNSHIP • CALEDONIA TOWNSHIP • CANNON TOWNSHIP • CASCADE TOWNSHIP • CEDAR SPRINGS • COOPERSVILLE • COURTLAND TOWNSHIP • EAST GRAND RAPIDS • GAINES TOWNSHIP • GEORGETOWN TOWNSHIP • GRAND RAPIDS • GRAND RAPIDS TOWNSHIP • GRANDVILLE • GREENVILLE • HASTINGS • HUDSONVILLE • IONIA • JAMESTOWN TOWNSHIP • KENT COUNTY • KENTWOOD • LOWELL • MIDDLEVILLE • OTTAWA COUNTY • PLAINFIELD TOWNSHIP • ROCKFORD • SPARTA • SPARTA TOWNSHIP • TALLMADGE TOWNSHIP • WALKER • WAYLAND • WYOMING

**MEMORANDUM**

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**DATE:** April 16, 2010  
**TO:** Grand Valley Metro Council Board  
**FROM:** Darrell T. Robinson, Transportation Planner  
**RE:** FY2008-2011 TIP changes

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Staff was recently informed by the City of East Grand Rapids of bid savings being realized on a project in the FY2010 TIP utilizing STP-Urban funds in the amount of \$370,807 Federal. In order for GVMC not to lose the funds for this area staff called a TPSG meeting on April 15, 2010 and through the MPO process reprogrammed the \$370,807. As a result of the reprogramming process the following amendments are being requested:

The City of Hudsonville requested a project on 36<sup>th</sup> Avenue, a former Economic Stimulus "B" list project be funded at \$110,466 Federal funds, \$27,616 local funds for a total project cost of \$138,082. This project is part of the FY2008 – 2011 TIP and was an Illustrative project.

The Kent County Road Commission (KCRC) requested to add \$31,352 Federal to a currently funded STP-Urban FY2010 TIP project, Pettis Avenue from Honey Creek to M-21. The new project costs are as follows: \$168,000 Federal, \$42,000 local for a total of \$210,000.

Finally the Ottawa County Road Commission (OCRC) requested to add \$228,989 Federal to a currently funded STP-Urban FY2010 TIP project, 8<sup>th</sup> Avenue from M-45 to Ironwood Drive. The new project costs are as follows: \$819,739 Federal, \$680,161 local for a total of \$1,499,900.

The Michigan Department of Transportation (MDOT) made a separate amendment request to increase the amount of their US-131 project under 32<sup>nd</sup> Street to \$581,000 total. Please see attached.

If you have any questions please do not hesitate to contact me at (616) 776-7609.

**Action Requested:** To amend the FY2008-2011 TIP to reflect The City of Hudsonville, KCRC, OCRC and MDOT requested changes.



JENNIFER M. GRANHOLM  
GOVERNOR

STATE OF MICHIGAN  
**DEPARTMENT OF TRANSPORTATION**  
GRAND REGION OFFICE  
1420 FRONT AVENUE NW  
GRAND RAPIDS, MICHIGAN 49504  
PHONE: 616-451-3091 FAX: 616-451-0707

KIRK STEUDLE  
DIRECTOR

April 13, 2010

**TO:** Abed Itani, Transportation Director  
Grand Valley Metro Council

**FROM:** Steve Redmond, Region Transportation Planner  
MDOT/Grand Region

**SUBJECT:** **FY 2010 TIP Amendment**

MDOT is requesting an amendment to the MPO TIP to increase the amount of the following trunkline bridge rehabilitation project from \$202,000 to \$581,000, planned for the GVMC MPO area in FY 2010. This project will include the use of federal funding.

<b>FY</b>	<b>JN</b>	<b>Route</b>	<b>Location</b>	<b>Work Description</b>	<b>Total Cost Est.</b>
10	102806	US-131	Under 32 <sup>nd</sup> Street	Replace concrete railing on bridge	\$581,000

Please amend or modify the Grand Rapids FY 2008-011 MPO TIP to include this project. Feel free to contact me at 616/451-3091 if you have any questions.

Thank you for your consideration.

cc GVMC MPO Committees  
D. Robinson, GVMC  
S. Cornell-Howe, MDOT  
V. Weerstra, MDOT  
E. Kind, MDOT



## GRAND VALLEY METROPOLITAN COUNCIL

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### MEMORANDUM

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**DATE:** April 7, 2010  
**TO:** Executive Committee  
**FROM:** Andrea S. Dewey, Transportation Planner  
**RE:** **Kent County Transit Needs Assessment (KCTNA) Third Party Contract**

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Over the past nine months, the Grand Valley Metropolitan Council (GVMC), in partnership with ITP/The Rapid and our members has applied for and received a Service Development New Technology (SDNT) grant from the Michigan Department of Transportation (MDOT). GVMC pursued the SDNT grant to determine if there is unmet transit need in Kent County, to assess the level of this demand, and collect information for the potential expansion of transit service beyond the current scope. The SDNT grant award is for a total of \$150,000. In addition to the grant award, ITP/The Rapid is contributing \$100,000 towards the cost of the study for a total budget of \$250,000.

In October 2009, staff distributed a request for proposals for the Kent County Transit Needs Assessment (KCTNA) from which we received six proposals. The KCTNA Study Group interviewed three consultants and in December 2009 they selected RLS & Associates, Inc. to conduct the needs assessment at a cost of \$223,685. The study duration is estimated to be 10 months, with final presentations in February 2011.

GVMC Staff prepared and submitted a Third Party Contract for MDOT approval in January 2010 and MDOT provided the subcontract for GVMC and RLS signatures on April 6, 2010.

Staff is seeking Metro Council approval of a Third Party Contract between the Grand Valley Metropolitan Council and RLS & Associates, Inc. for the Kent County Transit Needs Assessment.

If you have any questions, please contact me at 616-776-7601 or [andrea.dewey@gvmc.org](mailto:andrea.dewey@gvmc.org).

For your information please find attached:

- Third Party Contract

**GRAND VALLEY METROPOLITAN COUNCIL AGREEMENT FOR  
KENT COUNTY TRANSIT NEEDS ASSESSMENT CONSULTING**

**THIRD PARTY CONTRACT**

**THIS AGREEMENT** is made between the **GRAND VALLEY METROPOLITAN COUNCIL**, *Grand Rapids, Michigan 678 Front Ave NW, Suite 200, Grand Rapids, MI 49504* (the "**GVMC**") and RLS and Associates, Inc. (the "**CONSULTANT**").

**RECITALS:**

**WHEREAS**, the GVMC is interested in obtaining services for the purpose of conducting a county-wide transportation needs assessment and;

**WHEREAS**, the Consultant has submitted a Proposal and Cost Estimate representing that it is both interested and qualified to perform such services; and

**WHEREAS**, based on the recommendations of GVMC staff and the Kent County Transit Needs Assessment Group, the GVMC has selected the Consultant to provide such services as of the date of the signing of this Agreement; and

**WHEREAS**, the Consultant and GVMC staff have composed a description of the work to be accomplished, schedule of work, and arrangement of review meetings, hereinafter referred to as the "Scope of Services";

**NOW, THEREFORE**, in consideration of the respective covenants contained herein, the parties agree as follows:

**ARTICLE I  
AGREEMENT AND TERM**

1.1 **The Agreement.** This Agreement shall incorporate and include all of the following, as specifically identified or attached to this Agreement:

- (a) The Scope of Services except as the same is inconsistent with this Agreement.
- (b) All provisions required by law to be part of this Agreement.
- (c) All applicable provisions stated in MDOT Master Agreement # 2009-0473

1.2 **Term.** This Agreement shall commence upon execution by the parties and shall remain in effect until April 1, 2011, unless extended by execution of a written amendment to this Agreement in accordance with paragraph 6.1 of this Agreement.

1.3 **Service Description** Perform the planning tasks set forth by the Kent County Transit Needs Assessment Group as directed by the designated staff person. Work performed by the CONSULTANT to be hereinafter referred to as the "SERVICES". The SERVICES will be initiated through instructions to proceed issued by GVMC as funding is appropriated.

1.4 Notice to Proceed The notice to proceed letter will contain information regarding which elements of the scope of work shall be completed during the project. The consultant shall not incur chargeable project costs for the project prior to receipt of the letter to proceed from GVMC.

## **ARTICLE II**

### **CONSULTANTS' SERVICES AND RESPONSIBILITIES**

2.1 General Scope of Services/Work. Consultant will conduct a county-wide transportation needs assessment including an assessment of existing public transit service conditions, a determination of latent demand, the suggestion of future transit service options and recommendations, as well as the issuance of a final report. For specific requirements and expectations see Exhibit "A" and Exhibit "B".

2.2 Complete Schedule. This Agreement incorporates by reference the schedules contained in Scope of Services.

2.3 Personnel. Consultant agrees that the personnel listed in the Scope of Services shall perform the services as designated in the Scope of Services. In the event that any of the listed individuals becomes unavailable, any subsequent replacement must be approved by GVMC.

2.4 Project Manager. Consultant shall assign one of its employees to act as Project Manager. The Project Manager shall be in charge of performance of this Agreement to the extent required to ensure that the Project is timely and properly conducted.

2.5 Progress Reports. Consultant shall submit to GVMC a monthly progress report including the following information:

- (a) Work accomplished during the reporting period.
- (b) Work to be accomplished during the subsequent reporting period.
- (c) Problems to be brought to the attention of GVMC.

2.6 Performance. Consultant shall perform the Project in accordance with generally accepted professional standards and shall use best efforts to comply with all applicable laws, ordinances, and codes of the United States, the State of Michigan, and local government(s) in the area in which the Project is performed. Performance shall begin as of the date that Consultant receives a Notice to Proceed and a signed copy of this Agreement.

2.7 Completion. Consultant shall complete all reports, documents, and all other Project work in accordance with the schedule set forth in Scope of Services and within the cost set forth in Article III of this Agreement.

2.8 Progress Inspections. Consultant shall permit representatives of GVMC to review the progress of the Project and review all Project work at any reasonable time.

Such a review is for the exclusive use of the GVMC and is not intended to relieve or negate any of Consultant's obligations and duties under this Agreement.

2.9 Ownership of Documents. All materials produced in connection with the project including, but not limited to, maps, studies, evaluations, reports, and all other documents shall be delivered to and become the property of the GVMC upon receipt.

### **ARTICLE III COMPENSATION**

3.1 Payments. Pay the CONSULTANT for SERVICES after receipt of billings, subject to verifications of progress. Payments will be made on an actual cost plus final fee basis, for an amount not to exceed **\$223,685.00**, of which \$11,068 is the fixed fee. Compensation will be made in accordance with the cost presented in Exhibit A. Funding is contingent upon GVMC appropriation. The SERVICES will be initiated through instructions to proceed issued by GVMC as funding is appropriated. If sufficient funding is not appropriated, the SERVICES will not be initiated.

3.2 Project Billings. The Consultant agrees that the costs reported to GVMC for this contract will represent only those items that are properly chargeable in accordance with this Contract. The Consultant also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract. The Consultant shall submit project billings no more frequently than quarterly and they shall contain the following information.

- (a) A description of the work items accomplished during the period.
- (b) A list of the hours of each person used during the period.
- (c) An invoice based on the cost of services plus the agreed fixed fee.

3.3 Time of Payment. Periodic progress payments shall be made to Consultant in accordance with Paragraph 3.1 in the amount of Consultant's billings and progress reports, providing that Consultant is complying with its obligations pursuant to this Agreement, in accordance with a schedule agreed upon between the parties.

3.4 Disallowed Billing Items. In the event that any billing items are not allowed by the GVMC, the GVMC shall notify Consultant of such finding, in writing, within 15 days after submission. Such notification shall include a full explanation of the amounts and the reason for disallowance, including any corrective measures that may be taken by Consultant.

3.5 Additional Services. When work is required other than work provided for in this Agreement, the performance of and payment for such work shall require submission of a proposal and the execution of a written amendment prior to commencing the extra work. GVMC shall not be responsible to pay and Consultant shall not be entitled to receive compensation for any additional services if such services were required due to

the fault of Consultant or Consultant's failure to perform in accordance with the terms of this Agreement.

3.6 Audits. The Consultant shall permit GVMC or the Michigan Department of Transportation (MDOT) to audit all data and records relating to the transit service financed in part or whole by this contract. The Consultant shall retain and allow access to all data and records pertaining to this contract until three (3) years after the final payment.

#### **ARTICLE IV INDEMNIFICATION AND INSURANCE**

4.1 Indemnification. The Consultant shall indemnify, defend and save the GVMC, its officers, agents, and employees, harmless from and against all costs and losses, and all claims, demands, suits, actions, payments and judgments arising from personal injuries, property damage, bodily injury, or otherwise, brought or recovered against the GVMC to the extent caused by any negligent act or omission of the Consultant, its agents, servants, or employees, in performance or nonperformance of the work, including any and all expense, legal or otherwise, incurred by the GVMC, or its representatives, in the defense of any claim or suit.

4.2 Insurance. The Consultant shall acquire, continuously maintain during the period in which the Consultant is performing services and provide the GVMC with acceptable proof of the following types and amounts of insurance coverage:

- (a) Statutory workers compensation insurance.
- (b) Comprehensive general liability insurance: with separate limits of not less than \$1,000,000 per accident for bodily injury and \$500,000 per accident for property damage, or with a combined single limit against both bodily injury and property damage of not less than \$1,000,000 per occurrence. This coverage shall include a contractual liability endorsement.
- (c) Comprehensive owned and nonowned automobile liability insurance: with the same minimum limits of coverage as that required for the comprehensive general liability insurance.

The GVMC shall be named as additional insured by endorsement to the comprehensive general liability policy. Certificates of insurance evidencing that the Consultant has secured all of the foregoing insurance must be provided to the GVMC. A minimum of sixty (60) days notice to the GVMC prior to the cancellation of, or change in, any such insurance shall be endorsed on each policy and noted on each certificate.

#### **ARTICLE V GVMC RESPONSIBILITIES**

5.1 Project Administration. The Project shall be administered through the GVMC and its employees through agreement with the Michigan Department of Transportation.

5.2 Project Representative. The GVMC shall designate a representative to act on GVMC's behalf with respect to the Project. The representative shall communicate decisions of the GVMC in a timely manner pertaining to any documents or materials submitted by Consultant to avoid unreasonable delay in the orderly and sequential progress of Consultant's services.

5.3 The GVMC shall arrange and make required notice of meetings.

**ARTICLE VI**  
**AMENDMENT AND TERMINATION**

6.1 Amendment. Any change in scope or character of the Project work, cost, or compensation, or any extension in the term of this Agreement shall require execution of a written amendment to this Agreement executed by the parties hereto.

6.2 Changed Conditions. When delays are caused by circumstances or conditions beyond the control of Consultant, as determined jointly by the GVMC and the Consultant, the Consultant may be granted an extension of time by written amendment for such reasonable period as may be mutually agreed upon between the parties. Such extensions shall not operate as a waiver by the GVMC of any of its rights under this Agreement.

6.3 Termination. This Agreement may be terminated without cause by the GVMC prior to the completion of the project services by written notice to Consultant in accordance with Section 7.6. The GVMC shall pay the Consultant for completed units up to the receipt of said notice of termination, in accordance with Article III of this Agreement. Upon final payment The GVMC shall receive all work product produced by the Consultant up to the time of termination.

**ARTICLE VII**  
**MISCELLANEOUS**

7.1 Severability. It is the intent of the parties that if any provision of this Agreement or its application to any person or circumstance shall be adjudged by any court of competent jurisdiction to be invalid, that judgment shall not affect, impair or invalidate the remainder of this Agreement or its application to other persons or circumstances, unless so provided by the court or unless the severance of the invalid provision alters the basic intent of this Agreement, or renders impossible compliance with any applicable statute or other law.

7.2 Interpretation. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Michigan.

7.3 Governing Law. This contract shall be governed by the laws of the State of Michigan as set forth in the prime contract. All terms and conditions included in the prime contract are incorporated into the subcontract, and in the event of a conflict, the prime agreement (GVMC Master Agreement with the Michigan Department of Transportation # 2009 - 0473) will prevail.

- 7.4 Integration. This Agreement constitutes the complete expression of the agreement between the parties and there are no other oral or written agreements or understandings between the parties concerning this Agreement. This Agreement may only be modified or amended by a subsequent written agreement executed by the parties.
- 7.5 Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the GVMC and Consultant, their successors, assigns and legal representatives.
- 7.6 Non-Assignability. This Agreement may not be assigned by the Consultant without the prior written approval of the GVMC which approval may be withheld for any reason or for no reason whatsoever.
- 7.7 Component Parts of this Contract. This contract consists of this agreement and the following component parts, which are incorporated by reference and made part of this contract even if not attached hereto:
- (a) Exhibit A – Consultant Proposal
  - (b) Exhibit B – Kent County Transit Needs Assessment Request for Proposal
  - (c) Appendix A – Prohibition of Discrimination in State Contracts
  - (d) Appendix B – Grand Valley Metro Council Title VI Assurances
  - (e) Appendix C – Title VI Contract Language
  - (f) Appendix D – Contract Clauses 2010
- 7.8 Notices. All notices to either party shall be in writing and deemed to be effectively given when sent by first class United States Mail and addressed as follows:
- Grand Valley Metropolitan Council:**  
 Mr. Abed Itani  
 Director of Transportation Division  
 Grand Valley Metropolitan Council  
 678 Front Ave. NW Suite 200  
 Grand Rapids, MI 49504
- RLS & Associates, Inc.:**  
 Ms. Robbie Sarles  
 President  
 RLS & Associates, Inc.  
 3131 South Dixie Hwy Suite 545  
 Dayton, OH 45439

or to either party at such other address as the parties may designate in writing.

**IN WITNESS THEREOF,** the parties have caused this Agreement to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

## GRAND VALLEY METROPOLITAN COUNCIL

At a regular meeting of the Grand Valley Metropolitan Council held on the 6<sup>th</sup> day of May, 2010 at 8:30 a.m., in the City of Grand Rapids, Michigan.

PRESENT:

ABSENT:

The following resolution was offered by \_\_\_\_\_ and seconded by \_\_\_\_\_

### **RESOLUTION TO AMEND THE ARTICLES OF INCORPORATION SO AS TO REMOVE THE CHARTER TOWNSHIP OF JAMESTOWN AS A PARTICIPATING LOCAL UNIT OF GOVERNMENT**

A local unit of government may withdraw from the Grand Valley Metropolitan Council (the "Metro Council") upon satisfaction of certain requirements set forth in the Metropolitan Councils Act, Act 292 of the Public Acts of Michigan of 1989, as amended (the "Act"); and

The legislative body of the Charter Township of Jamestown, Ottawa County, Michigan, has adopted a motion stating that the township desires to withdraw from the Metro Council, pursuant to Article XX of the Articles of Incorporation.

THEREFORE, IT IS RESOLVED AS FOLLOWS:

1. The first paragraph of the Articles of Incorporation of the Metro Council is hereby amended so as to remove the Charter Township of Jamestown, Ottawa County, Michigan as a participating local unit of government.
2. This resolution amends the Articles of Incorporation only as stated above. All other provisions of the Articles of Incorporation remain in full force and effect.
3. Upon adoption of this resolution, the above-stated amendment in the Articles of Incorporation shall be published at least once in *The Grand Rapids Press*, a newspaper of general circulation within the participating counties, cities, villages and townships of the Metro Council.
4. Upon publication of the above-stated amendment, the amendment shall be submitted for a vote thereon by the members elected to and serving on the legislative body of each participating local unit of government of the Metro Council.
5. Upon final adoption of the above-stated amendment, a printed copy of the amended Articles of Incorporation shall be filed with the Michigan Secretary of State, with the clerk of each county in which is located all or any part of a participating city, village or

township, and with the clerk of each participating city, village and township as required by Sections 9 and 11 o the Act.

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

RESOLUTION DECLARED ADOPTED.

**CERTIFICATION**

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Grand Valley Metropolitan Council at a regular meeting held on the date first stated above, and I further certify that public notice of such meeting was given as provided by law.

\_\_\_\_\_

Secretary



GRAND VALLEY METROPOLITAN COUNCIL

## May 11, 2010 Visioning / Goal-Setting Meeting for GVMC Board Members

### AGENDA

- 7:45 a.m. Continental Breakfast
- 8:15 a.m. Welcome and introduction – Jim Buck
- 8:20 a.m. Brief background and history of GVMC’s current functions and responsibilities – Don Stypula
- 8:30 a.m. Plenary Session: Idea exchange with all participants – Dr. Lewis Bender
- Questions posed to group:
- If GVMC did not exist and we were designing it as a new organization, what would it look like? What services would it provide and what activities would it engage in? What kind of governance structure would it have?
- 9:30 a.m. Break
- 9:40 am. Breakout groups: Five to six round tables of GVMC Board members to discuss and reach consensus, in a small group environment, their wants and needs; the services GVMC should provide; the activities that GVMC should engage in; preferred organizational practices; communications strategies; and other elements that add value for member counties and communities.
- 10:45 a.m. Reports and specific recommendations from each small group
- 11:15 a.m. Reaching Consensus – Dr. Lew Bender

### FOLLOWUP

Executive Director and staff develop action plan with deliverables, resources necessary to achieve the goal and objectives, together with specific dates and report to the Executive Committee on June 17, 2010.

Second, shorter meeting of participants is conducted to share results and the specifics of the action plan.