



## GRAND VALLEY METROPOLITAN COUNCIL

ADA TOWNSHIP • 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 • LOWELL TOWNSHIP • MIDDLEVILLE • NELSON TOWNSHIP • OTTAWA COUNTY • PLAINFIELD TOWNSHIP  
ROCKFORD • SPARTA • SAND LAKE • TALLMADGE TOWNSHIP • WALKER • WAYLAND • WYOMING

# GVMC BOARD MEETING Agenda

November 3, 2016

8:30 a.m.

**Wyoming City Hall  
1155 28th St SW • Wyoming, MI 49509**

1. Quorum Call
2. Approval of Minutes – Attached
3. Public Comment
4. Oath of Office – Lynee Wells, City of Grand Rapids
5. DAS Tower Update – Mark Rambo, City of Wyoming; Jeff Sluggett, Bloom, Sluggett, Morgan
  - Discussion on Allowing Additional Consortium Members
6. Presentation – Jack Schinderle DEQ and Wendy Ogilvie GVMC
7. Kent County Chiefs Crisis Intervention Training Update – Chief Greg Long, City of Walker; Chief James Carmody, City of Wyoming; Chief Mark Herald, City of East Grand Rapids
  - Approval of Contract w DIAZ Consulting Services, LLC. - Attached
8. Other
9. Adjourn

# Agreement for Services

This CONTRACT ("Agreement") is made and entered into by and between THE GRAND VALLEY METRO COUNCIL ("GVMC"), whose address is 678 Front Avenue N.W., Grand Rapids, Michigan, 49504, and DIAZ CONSULTING SERVICES, LLC, ("Contractor"), whose address is 1960 Sun Place, Zeeland, Michigan, 49464.

**SECTION 1:** The Contractor shall, unless directed otherwise directed by the Executive Director, Grand Valley Metro Council, provide the following:

- 1.1 Consulting services to GVMC and the Kent County Chiefs of Police Association (KCCOPA) on the Crisis Intervention Team (CIT) training initiative;
- 1.2 Facilitation of in-person meetings with community partners as needed;
- 1.3 Assistance in the development of CIT training;
- 1.4 All documents required for the CIT Training including but not limited to the curriculum, Power Point presentations and data collection forms. These documents will become the property of the GVMC;
- 1.5 Participate as a facilitator in CIT Trainings;
- 1.6 Present de-escalation training modules during the CIT training sessions per the curriculum; and
- 1.7 Provide eight officers (Safety Officers) to assist with role-playing scenarios during the CIT training.

**SECTION 2:** Under this agreement, the Contractor will be compensated a maximum amount of \$23,600. The Contractor will be compensated for providing the following services: \$13,000 (\$130/hr.) for consultation services regarding Kent County Crisis Intervention Team program development; \$5,000 (\$1,000/day) for the consultation and facilitation of a 40-hour CIT Training; \$4,800 (\$600/safety officer) for safety officers that direct training scenarios, and \$800 (flat fee) for other miscellaneous costs. The fee is payable based on Contractor's invoices for work performed. The fees herein include all of the reasonably foreseeable out-of-pocket expenses that Contractor expects to incur during the performance of its services. Should any unforeseeable out-of-pocket expenses arise, Contractor must seek prior approval of GVMC before making such expenditure.

**SECTION 3:** This Agreement shall be governed and construed under the laws of the State of Michigan, and any controversy arising out of or relating to this Agreement shall be settled by arbitration in Michigan in accordance with the rules of the American Arbitration Association. GVMC reserves the right to choose the arbitration medium in the event the American Arbitration Association cannot or will not hear the case.

**SECTION 4:** The rights to any report, evaluation and/or other material developed by the Contractor for GVMC shall belong to GVMC. In connection with the performance of its services under this Agreement, Contractor will hold confidential any information it receives concerning GVMC, and will not disclose any information to any third party except as necessary in connection with the performance of its duties under this Agreement or as required by law. If the Contractor should receive a request for information relayed to this contract or GVMC, such as a FOIA request or subpoena, the Contractor shall immediately fax a copy of the request to GVMC, attention Executive Director. The Contractor agrees not to release any information pursuant to such a request until the Contractor and GVMC have discussed the matter. Under no circumstances will Contractor disclose any information or data GVMC has designated as proprietary.

**SECTION 5:** GVMC acknowledges that Contractor may have other clients with different characteristics and consulting needs. GVMC further acknowledges the Contractor may take actions and give advice to other clients that may differ from the timing or nature of advice given to GVMC, or actions taken regarding GVMC. Contractor represents and warrants that he/she will not, during the term of this Agreement, serve any client whose interest(s) conflict(s) with that/those of GVMC.

**SECTION 6:** This Agreement shall begin June 1, 2016, and end May 31, 2017. This Agreement may be terminated by either party at any time by giving a thirty (30) day written notice of termination to the other party. In the event of such a termination, GVMC will be required to pay to Contractor for work completed through the end of such thirty (30) day notice period.

**SECTION 7:** GVMC and Contractor acknowledge that Contractor, while engaged in the performance of this Agreement and any and all extensions, modifications and amendments hereto, serves as an independent contractor and is not an officer, agent, employee, director, shareholder, representative or partner of GVMC.

**SECTION 8:** All notices and other communications required or permitted to be given under this agreement shall be in writing and shall be considered given if delivered personally or mailed first class, postage prepaid, to either party at the addresses indicated at the beginning of this Agreement.

**SECTION 9:** The parties acknowledge that they have read this Agreement and that this Agreement constitutes the entire and exclusive agreement between GVMC and Contractor with respect to the subject matter hereof, and no statement, agreement, or understanding not contained herein shall be enforced or recognized. This Agreement cannot be modified or supplemented by oral statements made either before or after execution of this agreement and any such statements do not constitute warranties. No collateral or prior statements, representations, understandings, agreements, or warranties (express or implied) shall be deemed to be part of this Agreement.

**SECTION 10:** This Agreement may be executed in one or more counterparts, and all such counterparts shall be deemed to be a part of one and the same original agreement.

**SECTION 11:** Any of the conditions or obligations set forth in this Agreement may be waived at any time by the party entitled to the benefit thereof; provided, however, that such waiver shall not be effective unless contained in a written instrument signed by the waiving party. The failure of any party to enforce at any time any of the provisions of this Agreement shall not be construed to be a waiver of any such provision, nor to affect the validity of this Agreement or any part thereof or the right of any party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

**SECTION 12:** As used in this Agreement, any gender shall include any other gender and the plural shall include the singular and the singular shall include the plural wherever appropriate.

**SECTION 13:** Contractor agrees to indemnify and hold harmless GVMC and KCCOPA, and each of its Board members, officers, agents, and/or employees from and against any and all claims, costs, actions, causes of actions, losses or expenses including reasonable attorney fees arising either directly or indirectly from acts and/or omissions of Contractor.

**SECTION 14:** Contractor shall allow GVMC to perform financial and compliance audits as appropriate with GVMC access to all pertinent records and to interview any of the Contractor's employees/agents throughout the term of this Agreement and for a period of three years after final payment to ensure a complete post-evaluation of services.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates stated below.

**GRAND VALLEY METRO COUNCIL**

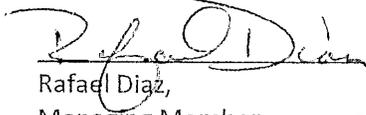
BY: \_\_\_\_\_  
John W. Weiss  
Executive Director

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

**DIAZ CONSULTING SERVICES, LLC**

BY:   
Rafael Diaz,  
Managing Member

DATE: 10-24-16

# GRAND VALLEY METRO COUNCIL

## Board Meeting

October 6, 2016

8:30 a.m.

Kent County Commission Chambers  
300 Monroe  
Grand Rapids, MI

## MINUTES

### 1. Call to Order

Al Vanderberg called the meeting to order at 8:30 a.m.

#### Members Present:

Alex Arends	Alpine Township
Rob Beahan	Cascade Township
Rosalynn Bliss	City of Grand Rapids
Nancy Clary	Algoma Township
Bruce Brown	City of Belding
Daryl Delabbio	Kent County
Charlie DeVries	At-Large Member
Mike DeVries	Grand Rapids Township
Brian Donovan	City of East Grand Rapids
George Haga	Ada Township
Carol Hennessey	Kent County
Don Hilton, Sr.	Gaines Township
John Hoppough	City of Greenville
Mark Huizenga	City of Walker
Steve Kepley	City of Kentwood
Karen McCarthy	At-Large
Matt McConnon	Courtland Township
Brenda McNabb-Stange	City of Hastings
Tom Noreen	Nelson Township
Steven Patrick	City of Coopersville
Jack Poll	City of Wyoming
Julius Suchy	Village of Sparta
Al Vanderberg	Ottawa County
Cameron VanWyngarden	Plainfield Township
Bill VerHulst	City of Wyoming
Patrick Waterman	City of Hudsonville
Mike Womack	City of Cedar Springs

**Members Absent:**

Jerry Alkema	Allendale Township
Rick Baker	At-Large
Micki Benz	At-Large Member
Ken Bergwerff	Jamestown Township
Dan Carlton	Georgetown Township
Deb Diepenhorst	Cannon Township
Jason Eppler	City of Ionia
Jerry Hale	Lowell Township
Brian Harrison	Caledonia Township
Jim Holtvluwer	Ottawa County
Diane Jones	Kent County
Steve Maas	City of Grandville
Tim McLean	City of Wayland
Audrey Nevins-Weiss	Byron Township
Roger Towsley	Village of Sand Lake
Toby VanEss	Tallmadge Township
Duane Weeks	Village of Middleville

**Others Present:**

Tom Butcher	Grand Valley State University
Anne Armstrong	Office of Gov. Snyder
Chris Brown	Grand Valley Metro Council
Abed Itani	Grand Valley Metro Council
Gayle McCrath	Grand Valley Metro Council
Jason Moore	Grand Valley Metro Council
Wendy Ogilvie	Grand Valley Metro Council
Mark Rambo	City of Kentwood
Peter Varga	The Rapid
John Weiss	Grand Valley Metro Council

**2. Minutes**

**MOTION – To Approve the September 2016 GVMC Board Minutes. MOVE - Donovan.  
SUPPORT – Hilton. MOTION CARRIED.**

**3. Public Comment**

None

**4. Oath of Office**

Kent County Clerk Mary Hollinrake administered the Oath of office to Mike Womack of Cedar Springs.

**5. Dispatch Presentation**

Kent County Administrator Daryl Delabbio and Sheriff Larry Stelma gave an informational presentation on the 9-1-1 Dispatch ballot proposal. The proposal would increase funding from .45 per line per month to \$1.15 for the upgrading of the communications system and provide for equitable fire dispatch funding.

**6. LGROW Experiential Learning Presentation**

Wendy Ogilvie, Director of Environmental Programs, presented on Experiential Learning. LGROW has had great success partnering with organizations up and down stream to create an experiential learning program enabling 32 students to participate in paid internships, learning the process of stewardship and maintenance.

Additionally, Wendy announced LGROW has received a SAW grant from the State of Michigan for \$574,000 to facilitate stormwater permits and management. The funding will help to increase services in the stormwater program without increasing costs.

**7. Strategic Planning**

Al Vanderberg presented the results of preliminary strategic planning done by the Executive Committee. If anyone has comments or questions, please forward them to Al or John. The process will continue with the Executive Committee / Board taking these results and deriving overall goals from them. After the goals are crafted, John and staff will create a business plan to address the goals.

Jack Poll commented that with the huge success of GVMC over the past few years, it is continuing to be asked to take on additional issues / tasks. We need to make sure the things we do take on are good for the whole of the organization and stay focused on the main purpose, being careful to not be spread too thin.

**8. Other**

The November and December GVMC Board Meetings will be held at the City of Wyoming.

9. **Adjourn 9:00 a.m.**  
**MOTION – To Adjourn. MOVE – Haga. SUPPORT – Patrick. MOTION CARRIED.**