



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

GVMC EXECUTIVE COMMITTEE

Noon, March 15, 2012

GVMC Offices

- 1) Approval of January & February 2012 Minutes**

- 2) GVMC Financial Audit / MDOT Audit – Move to GVMC Board**

- 3) Financial Services Contract with Chris Brown – Approve & Move to Board**

- 4) Survey of Elected Officials on Collaboration / Consolidation**

- 5) Legislative Update – PPT**

- 6) Open Discussion with Executive Director**

- 7) Next Meeting – April 19, 2012**

- 8) Adjourn**

**Grand Valley Metro Council
Executive Committee Meeting**

January 19, 2012

11:30 a.m.

Grand Valley Metro Council
678 Front Ave. NW, Suite 200
Grand Rapids, MI

Minutes

Present

Jim Buck
Daryl Delabbio
Cindy Fox
Don Hilton, Sr.
Cy Moore
Rick Root
Alan Vanderberg
Rob VerHeulen

City of Grandville
Kent County
Cascade Township
Gaines Township
Council Treasurer
City of Kentwood
Ottawa County
City of Walker

Absent

George Heartwell
Michael Young

City of Grand Rapids
City of Rockford

Other

Abed Itani
Leon Branderhorst
Andy Bowman
Gayle McCrath
John Weiss

Grand Valley Metro Council
Grand Valley Metro Council
Grand Valley Metro Council
Grand Valley Metro Council
Grand Valley Metro Council

1. Call to Order

The meeting was called to order at 12 noon by Chair Jim Buck.

2. Approval of Minutes

**MOTION – Approval of GVMC Executive Committee Minutes of December 2011.
MOVE – Root. SUPPORT – Vanderberg. MOTION CARRIED.**

3. Audit

John Weiss distributed the inside memo from MDOT regarding the GVMC audit settlement. The formal letter has not yet been sent. Formal notification will kick in a specific process. GVMC will have 30 days to negotiate a payment plan. After that time, if payment has not yet been made, they will start charging interest and deducting 10% from each payment to GVMC.

Abed Itani reported the settlement brought to MDOT was the one approved by the Executive Committee. DART approved GVMC's proposal, but not that of REGIS (forgiveness of the entire amount). REGIS wants to pursue the matter legally.

Abed is trying to set up a 2nd meeting to negotiate further. If REGIS doesn't pay and MDOT starts deducting, how does that affect GVMC's fund balance vs. REGIS'? REGIS should be responsible per the Executive Committee's previous decision. If it goes to court, GVMC will be the defendant, not REGIS.

Abed Itani reported he, Dharmesh Jain & Don Stypula met with MDOT & Commission Audit for the purpose of adopting a methodology to see what payment would be reasonable. They said point blank they would not accept an offer of zero (forgiveness of entire amount), anything other than that would be negotiable. They adopted a methodology & negotiated GVMC's payment down significantly, which was accepted. REGIS submitted a proposal for zero.

Abed Itani reported Rick Root volunteered Kentwood's attorney, Jeff Sluggett, who looked at the case and said he wasn't sure what the result might be.

Rob VerHeulen asked who REGIS is. Who is making the decisions? This is nonsensical and they probably will lose.

Al Vanderberg said they should try to negotiate with MDOT. It is still in their best interest to do so. We need to know if GVMC has the authority to trump REGIS. Do they have the ability to make us liable?

John Weiss explained the historical background of the audit findings. It pertains to a grant from MDOT that created REGIS. An agreement was signed with contractors by REGIS to pay overhead at 1.7. MDOT reviewed and said they would only pay for 1.3. The .4 difference is the amount MDOT is asking repayment of.

Abed Itani asked MDOT if they can do another petition. Unfortunately, because of mass retirements at MDOT, most of the people involved are gone. It is a learning process for those now involved. Once the official letter comes out, it will go to Treasury and then we will have to fight with them.

Cindy Janes asked if GVMC can ask to intercede as the money is coming from us.

John Weiss stated he would like to formally invite Bob Homan, Dharmesh Jain, Abed Itani and a member of the Executive Committee to meet and discuss.

Jim Buck suggested Treasurer Cy Moore would be appropriate.

John Weiss asked Abed to intercede and ask them to hold off on the letter and see if it can be negotiated.

Cy Moore added that the issue has to be settled before the audit.

A meeting was set between John Weiss, Cy Moore, Abed Itani, Bob Homan, & Dharmesh Jain for Monday, January 23rd at 1:00 p.m.

4. Legislative Advocacy

John Weiss distributed a summary of the Governor's State of the State address. The bridge to Canada is a huge issue. If the PPT reforms go into place, they will not eliminate all the funds. There has been some talk of increasing funding for good governments.

Abed Itani added the Governor has proposed an adjustment to his original transportation funding proposal to make the sales tax a little higher, which would generate \$500 million. He also is suggesting using a sliding scale on registration fees according to the age of the vehicle.

5. Executive Director & Executive Committee Meeting

Staff was excused. John Weiss discussed with the Executive Committee and sought their advice on a variety of topics.

6. Adjournment – 1:30 p.m.

**Grand Valley Metro Council
Executive Committee Meeting**

February 16, 2012

Noon

Grand Valley Metro Council
678 Front Ave. NW, Suite 200
Grand Rapids, MI

Minutes

Present

Jim Buck
Daryl Delabbio
Cindy Janes
George Heartwell
Don Hilton, Sr.
Cy Moore
Alan Vanderberg
Rob VerHeulen
Michael Young

City of Grandville
Kent County
Cascade Township
City of Grand Rapids
Gaines Township
Council Treasurer
Ottawa County
City of Walker
City of Rockford

Absent

Rick Root

City of Kentwood

Other

Abed Itani
Andy Bowman
Leon Branderhorst
Peter Haefner
Gayle McCrath
John Weiss

Grand Valley Metro Council
Grand Valley Metro Council
Grand Valley Metro Council
Vredeveld Haefner
Grand Valley Metro Council
Grand Valley Metro Council

1. Call to Order

The meeting was called to order at 12 noon by Chair Jim Buck.

John Weiss explained there would be a change in the order of the agenda.

2. Draft Audit

Peter Haefner of Vredeveld Haefner reported on the annual audit. Peter Haefner reported on the single audit report and letter to the GVMC Board. The opinion of the audit is an

unqualified opinion, the highest that can be received. There was one material weakness noted which was “Grand Valley Metropolitan Council does not have procedures in place to prepare financial statements in accordance with generally accepted accounting principles including procedures to record certain revenue and expenditure accruals and to present required financial statement disclosures”. This is a very, very common item cited in government audits. Approximately 50% of government audits note this. Internal controls are good. There were neither significant deficiencies nor noncompliances found. It is a great audit; the ideal situation.

Vredeveld Haefner has been holding up on the audit so that the federal transportation audit figure for REGIS can be included the final settlement.

John Weiss reported on February 22 a meeting is scheduled with DART to review the REGIS settlement. Hopefully by the March 2nd GVMC Board meeting the issue will be settled and the final figures will be included in the audit report.

3. Regional Planning Update – Andy Bowman

Andy Bowman updated the committee on current regional planning legislation. The proposal is believed to be an attempt to consolidate the three major pieces of land planning legislation. The Michigan Association of Regions is reviewing at this time and is expected to submit comments by spring. The Michigan Association of Planners (which is pushing the legislation) hopes to find sponsors by summer. Andy suggested GVMC form a study group once it gets to the legislation level.

4. Transportation – Abed Itani

Abed Itani gave an update on transportation funding. Not a lot is going on in Michigan. In Washington there are three different options pertaining to funding and timespans. Most of the bills include consolidation of programs. The Senate version would eliminate small MPO’s and the House version would do the same (but only half of the amount). The Senate version has Tier I & II MPO’s, with a process to have Tier II change their designation to Tier I if they comply with technical requirements. The House was supposed to vote next week, but they are now stalled. Movement isn’t expected soon on the Senate version.

In March GVMC will start readying the pavement management van by updating software, etc. We will start sending it out on the streets in April.

5. Budget Amendment

Leon Branderhorst reviewed the proposed budget amendments which include increases to revenue for:

PL	\$50,000
SPR	\$75,000

Contrib. Survey	\$2,000
LGROW	\$3,252
Data Collection	\$7,670

Proposed amendments to expenses included:

Administration

Salaries	\$19,390
Social Sec. Tax	\$1,203
Medicare Tax	\$282
Health & Dental Ins	\$125
Pension Plan	\$1,750
Legal	\$1,000
Contractual Serv	\$4,035
Meeting Exp	\$1,000
Mileage	\$1,330
Repair & Maint	\$185

Transportation

Health & Dental Ins	\$335
Contract Serv	\$50,100
Repairs & Maint	495
Regional Planning Services	
Health & Dental Ins	\$110
Contract Serv	\$150
Repairs & Maint	\$120



MOTION – To Approve the Proposed GVMC FY2011/2012 Budget Amendment and Forward it to the GVMC Board. MOVE – VerHeulen. SUPPORT – Janes. MOTION CARRIED.

Andy Bowman reviewed the proposed LGROW budget amendment. The amendment includes an increase in revenue of \$44,200 due to a grant from the Wege & Frey Foundations (including an anticipated GRCF \$16,000 grant). Increases in expenses include \$3,240 in GVMC Staff Services; \$13,860 in Contracting for Communications & Business Plan; and \$755 in printing.

MOTION – To Approve the Proposed LGROW FY2011/2012 Budget Amendment and Forward it to the GVMC Board. MOVE – VerHeulen. SUPPORT – Vanderberg. MOTION CARRIED.

6. Web Site Review

Mike Brameijer and Kevin Lignell reviewed changes to the GVMC website which will make it more functional, attractive, and relevant.

7. Staff Excused – 1:00 p.m.

DRAFT

**GRAND VALLEY METROPOLITAN COUNCIL AGREEMENT FOR
ACCOUNTING SERVICES 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 **Brown Accounting & Tax Solutions**, 5923 West River Road, Belmont, Michigan 49306 (the "**CONSULTANT**").

RECITALS:

WHEREAS, the GVMC is interested in obtaining services for the purpose of performing outsourced Financial Services including Payroll and Flexible (125) Plan Administration 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 GVMC Executive Committee, 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 # 2012-0004

1.2 Term. This Agreement shall commence upon execution by the parties and shall remain in effect until April 1, 2014, unless extended by execution of a written amendment to this Agreement in accordance with paragraph 5.1 of this Agreement.

1.3 Service Description. Perform the Accounting tasks set forth by the GVMC as directed by the Executive Director. 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 contract's duration. 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 the following tasks;

- Financial Services
 - Serves as chief financial officer for the Metro Council. Maintains and processes all financial and related records, including the general ledger, accounts payable, accounts receivable and payroll.
 - Assists the Executive Director and department heads with preparation of the annual budget. Prepares estimates of revenues and expenditures.
 - Compiles data and writes and distributes a variety of financial reports including monthly status reports for the Executive Director, department heads and Metro Council Board.
 - Collects and prepares data for the annual audit and coordinates audit with external auditors.
 - Develops and implements cost control policies and procedures. Monitors revenues and expenditures to assure activities are performed within budget.
 - Establishes and maintains financial practices to ensure conformance with generally accepted accounting standards. Provides recommendations on accounting and reporting procedures, and fiscal policies to improve operations.
 - Performs payroll functions for the Metro Council, including withholding and filing appropriate taxes. Oversees deferred compensation system and assists employees who participate.
 - Attends meetings of the Board and other meetings as requested.

- Payroll
 - To process bi-weekly payroll for 18 full-time and 2 part-time employees including special allowances (auto allowance, healthcare waiver allowance, etc.). (Roughly 40 General Ledger accounts)
 - Interface with Founders Trust for transfer of funds
 - Interface with ICMARC for retirement reporting and transfer of funds for 401a and 457 plans
 - Processing and filing of all reports regarding payroll taxes & compliance
 - Friend of the Court processing & filing (1 employee)
 - Track & report on hours, personal time, vacation, etc.
 - Ability to interface with General Ledger
 - Ability to produce cost reports

- Flexible Benefit (125) Plan Administration
 - Administer, Track & Record Healthcare and Childcare Reimbursement Plans and file any required reporting or compliance (currently approx. 10 employees participating)
 - Process check requests bi-monthly

2.2 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.

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

ARTICLE III **COMPENSATION**

3.1 Payments. Pay the CONSULTANT for SERVICES of **sixty five (65) dollars** per hour, for a total amount not to exceed \$60,000.00 over the contract's timeline. 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 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.

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 non-owned 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 AMENDMENT AND TERMINATION

5.1 Amendment. Any change in scope or character of the Services 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.

5.2 Termination. This Agreement may be terminated without cause by the GVMC prior to the completion of the Services by written notice to Consultant in accordance with Section 6.6. The GVMC shall pay the Consultant for completed work 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 VI MISCELLANEOUS

6.1 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.

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

6.3 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 # 2012 - 0004) will prevail.

6.4 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.

6.5 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.

6.6 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.

6.7 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 – GVMC Payroll and/or Flexible Reimbursement (125) Plan Administration Request for Proposal
- (c) Appendix A – GVMC Title VI Assurances
- (d) Appendix B – Prohibition of Discrimination in State Contracts

6.8 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. John W. Weiss
Executive Director
Grand Valley Metropolitan Council
678 Front Ave. NW Suite 200
Grand Rapids, MI 49504

Brown Accounting & tax Solutions

Mr. Chris Brown
President
5923 West River Road
Belmont, Michigan 49306

IN WITNESS THEREOF, the parties have caused this Agreement to be executed on this _____ day of _____, 2012.

Grand Valley Metropolitan Council

Name and Title

Date

Brown Accounting & tax Solutions

Name and Title

Date



5923 West River Rd.
Belmont, MI 49306
Fax: 616-364-8657
Email: chris@cpagrandrapids.com
Email: chrisbrowncpa@sbcglobal.net

www.cpagrandrapids.com

Chris Brown, CPA, MBA
616-350-4122

March 5, 2012

Grand Valley Metro Council
ATTN: John Weiss
678 Front Ave NW
Suite 200
Grand Rapids, MI 49504

Dear John,

It was a privilege meeting with you today. Thanks so much for the opportunity.

By my understanding, you were wishing to see a brief biography as well as a proposal for the cost of services.

1. For the biography, I have always kept a current resume, which details what I have been doing since 1993. You will notice it is all in the accounting field and gives a background of my qualifications. I trust this will give you the information that you desire but if you have any questions feel free to ask! I also do online teaching as I truly enjoy seeing others excel and learn in their career path. In June of 2012 I will have been married 30 years, have 2 children, and one grandchild. It has been a great life!
2. Cost of services: I would propose \$65 an hour as I need to keep this equivalent with what is currently being paid by another Council for which I do all the financial services. My goals would be to keep hours to a minimum, not to exceed 10 hours a week (initially this would be higher), and to keep the overall costs at less than \$30,000 annually. I will be in good communication with you on this. My overall agenda would be to accomplish the required tasks in the least amount of time possible so that GVMC can put the money to work fulfilling their vision and mission. What I found over the prior years is that my experience and efficiency leads to less time overall than what is initially thought. I would hope this will likewise be the case at GVMC.

Thanks once again for our time. Please feel free to call at any time if you have questions. I look forward to hearing from you soon so we may move forward quickly on updating and administering the financial operations.

Sincerely,

Chris Brown, CPA

Christopher D Brown, CPA

- Objective** To obtain an accounting/finance position with a quality organization where I can use my knowledge and abilities to contribute to the growth and success of the company.
- Relevant Experience**
- 2007 – Present Brown Accounting and Tax Solutions Grand Rapids, MI
CPA Firm (owner)
Certified Public Accounting Firm providing all areas of tax and accounting services to small businesses, not for profits, and individuals
- 2001 -2003; 2008 - 2011 IPD at Cornerstone University Grand Rapids, MI
Accounting Manager
- Division of Apollo Group: started with IPD in 2001 as accounting coordinator, transferred to University of Phoenix in 2003 (see below), then recruited back to IPD and began in 2008.
 - Overseeing financial operations of the accounting department for adult education
 - Directly involved in all facets of financial operations—budgets, accounting functions, accounts payable, and accounts receivable.
- 2003 – 2007 Van Haitsma & Brown, PC Holland, MI
CPA Firm (partner in 2007, worked through firm prior)
- Certified Public Accounting Firm providing all areas of tax and accounting services to small businesses, not for profits, and individuals
- 2003-2007 University of Phoenix Grand Rapids, MI
Director of Financial Services
- Controller of West Michigan Campus (2003–2007) overseeing financial operations in entirety.
 - Directly involved in budgeting, accounting and financial compliance, policy and procedures, accounts receivable, accounts payable, etc., to keep within corporate requirements.
 - Directly involved in systematizing procedures, organizing processes, and making sure corporate goals are being met efficiently and effectively.
 - Our financial “team” was amongst the top performers in the MidWest and the upper third nationally in respect to the financial measurements of UOP.
- 1999-2001 Grand Rapids Association of Realtors Grand Rapids, MI
Financial Manager
- Administered the entire accounting system and process (AS 400 experience).
 - Duties included all payroll functions (ADP experience), human resources, accounts payable, accounts receivable, general ledger, asset mgt., etc.
 - In charge of annual audit and budgets.
- 1996-2001 Robert W Mol, CPA Rockford, MI
Accountant
- Involved in tax and public accounting work for both profit and not for profit entities.
 - Prepare and manage books for various companies. Included all entries in GL, A/P, A/R, monthly financial statements, etc.
 - Actively engaged in payroll, payroll tax filings, and other required information.

- Prepare tax returns for individual, corporation and partnerships.

1993-1999 Independent Bible Mission

Comstock Park, MI

Financial Manager

- Administrator and accountant for the entire organization.
- Prepared all financial statements and administered all business related matters, including payroll and all human resources functions.

Education

Grand Valley State University
MBA

Grand Rapids, MI
December 2000

Davenport College of Business
BA, Business, Accounting Major

Grand Rapids, MI
December 1993

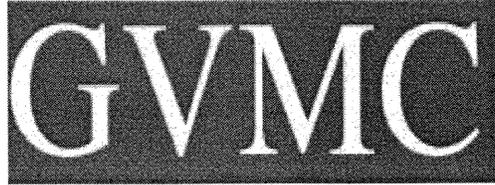
Availability

Availability is flexible to meet the needs of the employer.

References

References available upon request.

Exhibit "B"



Request for Proposals:
Financial Services, Payroll and/or Flexible Reimbursement (125) Plan Administration

Grand Valley Metropolitan Council

**Statement of Proposal due date:
March 5, 2012 4:00 PM**

March 1, 2012

Dear Colleagues:

The Grand Valley Metro Council (GVMC) is initiating the process of contracting for outsourced Financial Services including Payroll and Flexible Benefit (125) Plan Administration.

The goals and objectives of the contract are:

- Financial Services
 - Serves as chief financial officer for the Metro Council. Maintains and processes all financial and related records, including the general ledger, accounts payable, accounts receivable and payroll.
 - Assists the Executive Director and department heads with preparation of the annual budget. Prepares estimates of revenues and expenditures.
 - Compiles data and writes and distributes a variety of financial reports including monthly status reports for the Executive Director, department heads and Metro Council Board.
 - Collects and prepares data for the annual audit and coordinates audit with external auditors.
 - Develops and implements cost control policies and procedures. Monitors revenues and expenditures to assure activities are performed within budget.
 - Establishes and maintains financial practices to ensure conformance with generally accepted accounting standards. Provides recommendations on accounting and reporting procedures, and fiscal policies to improve operations.
 - Performs payroll functions for the Metro Council, including withholding and filing appropriate taxes. Oversees deferred compensation system and assists employees who participate.
 - Attends meetings of the Board and other meetings as requested.

- Payroll
 - To process bi-weekly payroll for 18 full-time and 2 part-time employees including special allowances (auto allowance, healthcare wavier allowance, etc.). (Roughly 40 General Ledger accounts)
 - Interface with Founders Trust for transfer of funds
 - Interface with ICMARC for retirement reporting and transfer of funds for 401a and 457 plans
 - Processing and filing of all reports regarding payroll taxes & compliance
 - Friend of the Court processing & filing (1 employee)
 - Track & report on hours, personal time, vacation, etc.
 - Ability to interface with General Ledger
 - Ability to produce cost reports

- Flexible Benefit (125) Plan Administration
 - Administer, Track & Record Healthcare and Childcare Reimbursement Plans and file any required reporting or compliance (currently approx. 10 employees participating)
 - Process check requests bi-monthly

Requirements:

- A Bachelor's degree in accounting, finance, public administration or related field.
- Experience handling MDOT & Federal Highway financial obligations for a Metropolitan Planning Organization.
- Five years in professional accounting or financial management, preferably in a municipal or other not-for-profit setting.
- Thorough knowledge of the principals, practices and legal regulations of public finance, budgeting, accounting, and investing.
- Thorough knowledge of the methods and techniques of bookkeeping, accounting, internal controls and financial reporting.
- Skill in responding to public inquiries and internal requests with a high degree of diplomacy and professionalism.
- Skill in assembling and analyzing financial data, developing budgets, and in preparing comprehensive and accurate reports.
- Skill in effectively communicating ideas and concepts orally and in writing, and in making presentations in public forums.
- Skill in the use of office equipment and technology, including computers and related financial software, and the ability to master new technologies.
- Ability to critically assess situations and solve problems, and to work effectively under stress, within deadlines and changes in work priorities.
- Ability to evaluate a variety of financial issues, and establish internal and policy and procedural recommendations.
- Ability to establish effective working relationships and use good judgement, initiative and resourcefulness when dealing with employees, elected officials, professional contacts, and the public.
- Ability to attend meetings at times other than regular business hours.

DELIVERY INSTRUCTIONS:

U.S. Postal Service Mail:

PROPOSAL – PAYROLL AND/OR FLEX BENEFIT
ADMINISTRATION
**ATTN: Gayle McCrath, Director of Human
Resources**
Grand Valley Metro Council
678 Front Ave. 40 NW, Suite 200
Grand Rapids, Michigan 49504

Telephone questions should be directed to Gayle McCrath (616) 776-7613.

John W. Weiss
Executive Director
Grand Valley Metropolitan Council

APPENDIX A

GVMC Title VI Contract Language

The following shall be included as part of all GVMC federally-funded contracts to ensure that Title VI provisions and assurances are followed:

Grand Valley Metropolitan Council Title VI Contract Language

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

1. Compliance with Regulations

The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter referred to as DOT), Title 49, Code of Federal Regulations, part 21 (hereinafter referred to as the Regulations), as they may be amended from time to time, herein incorporated by reference and made a part of this contract.

2. Nondiscrimination

The contractor, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in the Regulations.

3. Solicitations for Subcontracts, including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a subcontract, including procurement of material for leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

4. Information and Reports

The contractor shall provide all information and reports required by the Regulation or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Grand Valley Metropolitan Council, Michigan Department of Transportation or appropriate Federal Agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Michigan Department of Transportation or the appropriate Federal Agency as needed, and shall set forth what efforts it has 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 Grand Valley Metropolitan Council shall impose such contract sanctions as the Michigan Department of Transportation may determine to be appropriate, including, but not limited to: Withholding of payments to the contractor under contract until the contractor complies, and/or Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporations of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontractor or procurement as the Grand Valley Metropolitan Council, Michigan Department of Transportation or appropriate Federal Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Contractor Name and Title

Date

A copy of this signed and dated Appendix must be returned to the Grand Valley Metropolitan Council before contract can be officially authorized.

APPENDIX B

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 Act. No. 453, Public Acts of 1976, the contractor hereby agrees not to discriminate against an 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 race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public acts of 1980 the contractor hereby agrees not to discriminate against an employee or applicant for employment 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 shall be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all sub-contractors 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 in herein before set forth in section 1 of this Appendix.
3. The contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, 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. Such actions shall include, but not be limited to the following; employment, 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 will, 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 individuals ability to perform the duties of a particular job or position.
5. The contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractors' commitments under this appendix.
6. The contractor will comply with relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.
7. The contractor will 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 sub-contractor as well as the contractor himself, and said contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission, and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which 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, and including the governing boards of institutions of higher education, until the contractor complies with all of the persons whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the 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 Civil Rights Commission to participate in such proceedings.

9. The contractor will include, or incorporate by reference, the provisions of the forgoing paragraphs (1) through (8) in every sub-contract or purchase order unless exempted by rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every sub-contract or purchase order that said provisions will be binding upon each sub-contractor or seller.

*The Civil Rights Commission referred to as the Michigan Civil Rights Commission



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March 5, 2012

Grand Valley Metro Council
ATTN: John Weiss
678 Front Ave NW
Suite 200
Grand Rapids, MI 49504

Dear John,

It was a privilege meeting with you today. Thanks so much for the opportunity.

By my understanding, you were wishing to see a brief biography as well as a proposal for the cost of services.

1. For the biography, I have always kept a current resume, which details what I have been doing since 1993. You will notice it is all in the accounting field and gives a background of my qualifications. I trust this will give you the information that you desire but if you have any questions feel free to ask! I also do online teaching as I truly enjoy seeing others excel and learn in their career path. In June of 2012 I will have been married 30 years, have 2 children, and one grandchild. It has been a great life!
2. Cost of services: I would propose \$65 an hour as I need to keep this equivalent with what is currently being paid by another Council for which I do all the financial services. My goals would be to keep hours to a minimum, not to exceed 10 hours a week (initially this would be higher), and to keep the overall costs at less than \$30,000 annually. I will be in good communication with you on this. My overall agenda would be to accomplish the required tasks in the least amount of time possible so that GVMC can put the money to work fulfilling their vision and mission. What I found over the prior years is that my experience and efficiency leads to less time overall than what is initially thought. I would hope this will likewise be the case at GVMC.

Thanks once again for our time. Please feel free to call at any time if you have questions. I look forward to hearing from you soon so we may move forward quickly on updating and administering the financial operations.

Sincerely,

Chris Brown, CPA

- Prepare tax returns for individual, corporation and partnerships.

1993-1999 Independent Bible Mission Comstock Park, MI

Financial Manager

- Administrator and accountant for the entire organization.
- Prepared all financial statements and administered all business related matters, including payroll and all human resources functions.

Education

Grand Valley State University
MBA

Grand Rapids, MI
December 2000

Davenport College of Business
BA, Business, Accounting Major

Grand Rapids, MI
December 1993

Availability

Availability is flexible to meet the needs of the employer.

References

References available upon request.