



Connecting People Throughout
Kalamazoo County

**NOTICE AND AGENDA
CENTRAL COUNTY TRANSPORTATION AUTHORITY (CCTA)
KALAMAZOO COUNTY TRANSPORTATION AUTHORITY (KCTA)
November 8, 2021
Regular Meeting**

Electronic Meeting

Participate through this Zoom Link:
<https://us02web.zoom.us/j/83604776447>

Or by calling: 1-312-626-6799
(See the last page of this packet for more detailed instructions on how to participate)

*Note: The next joint CCTA/KCTA regular meeting will be held on
Monday, December 13, 2022 at 11:30 a.m.*

PLEASE BE ADVISED that the Central County Transportation Authority and Kalamazoo County Transportation Authority will meet for its meeting on Monday, November 8, 2021 at 11:30 a.m. for the purpose of:

	Item	KCTA Action	CCTA Action
1.	Roll Call		
2.	Request to Approve November 8, 2021 Agenda and CCTA/KCTA Minutes of October 11, 2021*	Roll Call	Roll Call
3.	Public Comment		
4.	Consideration to Approve Van Buren County Agreement*	Roll Call	Roll Call
5.	Consideration to Approve 2022 CCTA/KCTA Board Calendar Dates*	Roll Call	Roll Call
6.	Report from Executive Director*		
	a. Monthly Financial Reports*		
	b. Monthly Ridership Reports*		
	c. Monthly Metro Connect Report		
7.	Subcommittee Reports		
	a. Executive Committee - Joint		
	b. Finance Subcommittee – Joint		
	c. Millage Subcommittee		
	1. November 2 nd Millage Election Summary*		
	d. Pension Board		
	e. KATS		
	f. Local Advisory Committee (LAC)		
8.	Chairperson's Report		



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9.	Public Comment		
10.	Members' Time		
11.	Adjournment	Roll Call	Roll Call

*Indicates attachments included in agenda packet

The meeting will be held in the Metro Linda Teeter Community Room, 530 N. Rose Street, Kalamazoo, MI. Questions regarding the meeting may be addressed to the Central County Transportation Authority, 530 N. Rose St., Kalamazoo, MI 49007, or by calling (269) 337-8087.

MEETINGS OF THE CENTRAL COUNTY TRANSPORTATION AUTHORITY AND KALAMAZOO COUNTY TRANSPORTATION AUTHORITY ARE OPEN TO ALL WITHOUT REGARD TO RACE, SEX, COLOR, AGE, NATIONAL ORIGIN, RELIGION, HEIGHT, WEIGHT, MARITAL STATUS, DISABILITY, POLITICAL AFFILIATION, SEXUAL ORIENTATION, OR GENDER IDENTITY. CENTRAL COUNTY TRANSPORTATION AUTHORITY WILL PROVIDE NECESSARY REASONABLE AUXILIARY AIDS AND SERVICES, SUCH AS SIGNERS FOR THE HEARING IMPAIRED AND AUDIO TAPES OF PRINTED MATERIALS BEING CONSIDERED AT THE MEETING/HEARING, TO INDIVIDUALS WITH DISABILITIES AT THE MEETING/HEARING UPON FOUR (4) BUSINESS DAYS' NOTICE. INDIVIDUALS WITH DISABILITIES REQUIRING AUXILIARY AIDS OR SERVICES SHOULD CONTACT THE CCTA/KCTA BY WRITING OR CALLING CENTRAL COUNTY TRANSPORTATION AUTHORITY 530 N. ROSE ST., KALAMAZOO, MICHIGAN 49007 (269) 337-8087; TDD PHONE: (269) 383-6464

Meeting Minutes
CENTRAL COUNTY TRANSPORTATION AUTHORITY
KALAMAZOO COUNTY TRANSPORTATION AUTHORITY
Joint Regular Meeting
October 11, 2021

Place: Metro Administration Building, 530 N. Rose Street
Time: 11:30 A.M.
Staff Present: Sean McBride, Greg Vlietstra, Kathy Schultz, Rob Branch, Richard Congdon, Juvar Curtis, Jodie Lynch, Keshia Woodson-Sow, Annette Arkush, Barbara Blissett
Others Present: Earl Cox, Sr., Stephanie Shaw, Laura Pennell, Richard Cherry

*"A regular meeting of the Central County Transportation Authority and the Kalamazoo County Transportation Authority was held on Monday, October 11, 2021 at 11:30 a.m. This meeting was held as an electronic meeting under the authority of Senate Bill 1246 adopted December 15, 2020, Amending the Open Meetings Act for Participation in Public Meetings." *Please note in attendance that location in parenthesis is location where member was participating during meeting in compliance with Michigan requirements for remote attendance for a public meeting.*

1.) KCTA ROLL CALL

KCTA Members Present: Curtis Aardema (City of Portage), Jeff Breneman (City of Kalamazoo), Tafari Brown (Comstock Township), Dusty Farmer (Oshtemo Township), Martin Janssen (City of Grand Rapids), Aditya Rama (City of Kalamazoo), Sam Urban (City of Kalamazoo), Greg Rosine (City of Kalamazoo)*

**Jeff Breneman arrived at 11:33 a.m.*

1.) CCTA ROLL CALL

CCTA Members Present: Curtis Aardema (City of Portage), Rob Britigan (Comstock Township), Chris Burns (City of Portage), Dusty Farmer (Oshtemo Township), Martin Janssen (City of Grand Rapids), Garrylee McCormick (City of Kalamazoo), Lisa Moaiery (Kalamazoo Township), Randy Thompson (Comstock Township), Greg Rosine (City of Kalamazoo)*

CCTA Members Absent: Jim Pearson

**Chris Burns arrived at 11:47 a.m.*

2.) REQUEST FOR APPROVAL OF AGENDA/MINUTES

A motion was made by KCTA and CCTA to approve the October 11th meeting agenda and the CCTA/KCTA meeting minutes of September 13, 2021.

*Motion: Aardema/Britigan
Motion carried by roll call vote.*

Support: Britigan/Aardema

Ayes: Aardema, Breneman, Britigan, Brown, Farmer, Janssen, McCormick, Moaiery, Rama, Thompson, Urban, Rosine
Nays: None
Absent: Pearson

3.) PUBLIC COMMENTS – None

4.) MASTER AGREEMENT WITH MDOT FOR PUBLIC TRANSPORTATION PROJECTS

Exec. Dir. McBride explained the process required to receive the funding from the Michigan Department of Transportation (MDOT) for all State administered Federal transit grants, State match grants and 100% State funded grants for transit-related capital and operating programs.

A motion was made by CCTA to adopt Resolution No. 21-004 regarding acceptance of the MDOT Master Agreement No. 2022-0030 for Public Transportation Projects.

Motion: McCormick

Second: Janssen

Motion carried by a roll call vote.

Ayes: Aardema, Britigan, Burns, Farmer, Janssen, McCormick, Moaiery, Thompson, Rosine
Nays: None
Absent: Pearson

5.) PURCHASE OF VANS AND MEDIUM-DUTY BUSES

Dep. Dir. Vlietstra stated the purchase of twelve light-duty and two medium-duty buses would be replacing vehicles in Metro's fleet that are beyond useful life and would be used in the Metro Connect county-wide demand/response service.

Dep. Dir. Vlietstra shared that the purchase would be made from Hoekstra Transportation through the MiDeal Extended Purchasing Program.

Prior to the motion, Vlietstra and Rob Branch responded to questions regarding the purchase.

A motion was made by the KCTA and the CCTA to approve a purchase with Hoekstra Transportation for twelve light-duty vans for \$628,920 (\$52,410 each) and two medium-duty buses for \$221,736 (\$110,868 each) and authorize the Executive Director to execute all documents related to the action on behalf of CCTA.

Motion: Aardema/McCormick

Support: Urban/Britigan

Motion carried by roll call vote.

Ayes: Aardema, Britigan, Brown, Burns, Farmer, Janssen, McCormick, Moaiery, Rama, Sloan, Thompson, Urban, Rosine
Nays: None
Absent: Pearson

Exec. Dir. McBride provided information on the following topics:

- Comprehensive Operational Analysis
- KTC Security Reports
- Human Resources
- Service Updates
- Youth Mobility

Attached to the minutes is the summary memo and updates provided to the Boards.

10.) SUBCOMMITTEE REPORTS

Executive Committee – Chair Rosine stated the Executive Committee reviewed the current meeting agenda and discussed the Executive Director’s performance review. He said he still had not received several evaluation responses from boardmembers and asked that they be sent to him soon to be able to complete the process and present the results at the November meeting.

Finance Subcommittee (joint with KCTA) – Did not meet.

Pension Board – Did not meet.

KATS Policy Committee – Aardema reported on current road projects including those that were affecting Metro routes.

Millage Subcommittee – Did not meet.

Local Advisory Committee (LAC) – Did not meet.

11.) CHAIRPERSON REPORT – Chair Rosine reminded boardmembers to turn in the Executive Director’s Performance Evaluation if they had not done so.

12.) PUBLIC COMMENT – None

13.) MEMBERS TIME – Farmer reminded everyone to apply and use an Absentee Ballot for the November 2nd election.

Burns thanked staff for a great job on the reports presented.

14.) ADJOURNMENT

A motion was made by KCTA and CCTA to adjourn the CCTA/KCTA meeting.

Motion: Urban/Britigan

Support: Aardema/Burns

Motion carried by roll call vote.

Ayes: Aardema, Breneman, Britigan, Brown, Burns, Farmer, Janssen, McCormick, Moaiery, Rama, Sloan, Thompson, Urban, Rosine

Nays: None

Absent: Pearson

The meeting adjourned at 12:52 P.M.

Greg Rosine
CCTA Chairperson

Barbara Blissett
CCTA Clerk

Greg Rosine
KCTA Chairperson

Barbara Blissett
KCTA Clerk

DRAFT



Connecting People Throughout
Kalamazoo County

TO: CCTA and KCTA Boards
FROM: Sean McBride, Executive Director
SUBJECT: Agreement with Van Buren Public Transit
DATE: November 2, 2021

BACKGROUND

After the 2010 Census the designated urban area for Kalamazoo County was changed in a couple ways. First, the population grew from under 200,000 to over 200,000 and the urban boundary was changed to include areas of Van Buren County that includes Mattawan, Lawton and Paw Paw. These two changes impact Federal Transit Administration (FTA) to the area for public transit services.

The first impact, by exceeding a population of 200,000, the public transit system can now receive grant funds directly from the FTA rather than being passed-through the State of Michigan. This creates one less layer of bureaucratic approvals but requires additional reporting requirements to the FTA. Secondly, since Van Buren County has a transit system that serves the urban area, they are entitled to an agreed upon portion of FTA Section 5307 Program funds. The 5307 program provides funding for urban services.

The CCTA and Van Buren Public Transit (VBPT) entered into an agreement in 2016 for allocation of FTA Section 5307 Program funds from CCTA to VBPT for the years 2017 through 2020 that totaled \$198,000. These funds were targeted to be used for the purchase of vans. With the urban area boundary unchanged it is time to enter into a new agreement with VBPT. Overall, the CCTA receives over \$3 million annually of FTA Section 5307 Program funds and VBPT is entitled to a share of the funds.

INFORMATION

Attached is the new Agreement for the period of 2021 through 2023. Key components of the Agreement include:

- VBPT will receive 5307 allocations of \$88,000 annually or a total of \$264,000. The allocation will again be used for the purchase of vehicles for VBPT. The procurement will be made by CCTA and then the vehicle will be “Leased” to VBPT.
- VBPT will comply with a variety of FTA requirements as outlined in the Subrecipient Agreement and Subrecipient and Third-Part Contractor Oversight Procedures.
- CCTA will be the recipient of funds and will be required to submit reports to the FTA and is ultimately responsible for ensuring grant compliance.

RECOMMENDATION

The Executive Director recommends that the CCTA Board enter into the Agreement between the CCTA and Van Buren Public Transit for receipt of an allocation of funds from the FTA Section 5307 Program for the years 2021 through 2023 and authorize the Executive Director to execute the agreement.

Attachment:

1. Agreement Between CCTA and Van Buren Public Transit

**SUBRECIPIENT AGREEMENT BY AND BETWEEN
CENTRAL COUNTY TRANSPORTATION AUTHORITY
AND
VAN BUREN PUBLIC TRANSIT**

This Subrecipient agreement (hereinafter referred to as “the Agreement”), made and entered into this ____ day of _____, 2021 by and between the Central County Transportation Authority, an agency of Kalamazoo County, MI (“CCTA”), and Van Buren Public Transit, an agency of Van Buren County, MI (“VBPT”).

WITNESSETH:

WHEREAS, CCTA will obtain grants from the Federal Transit Administration (hereinafter referred to as “FTA”) to fund, in part, the New Vehicle Project, (hereinafter collectively referred to jointly as the “Project” and the “Grant”), and

WHEREAS, VBPT is requesting funding of the Project, which procurement, upon execution of this Agreement, will be eligible for funding from the FTA Section 5307 Program (CFDA 20.507); and

WHEREAS, this Agreement is the most efficient means for VBPT to complete the project and obtain funding under the Grant; and

WHEREAS, this arrangement is extension of the original Agreement and Memo of Understanding document executed June 2nd of 2017. This arrangement has worked well since 2017 allowing VBPT to purchase vehicles.

WHEREAS, this Subrecipient Agreement is also an extension of the Vehicle Lease Agreement dated March 14, 2019. Each time a vehicle is placed with VBPT, a Lease Amendment will be signed by both parties (the most recent example was dated January 6, 2021).

NOW, THEREFORE, the parties do mutually agree as follows:

PART I: PROJECTS

- 1.01. CCTA intends to undertake the Project; vehicle purchase(s) for grant years 2021, 2022, and 2023. VBPT’s responsibilities in undertaking the Project shall be as described in the separate agreement between CCTA and the VBPT which is incorporated herein by reference.

PART II: FUNDING

- 2.01. In order for VBPT to obtain Project funding from CCTA, VBPT shall participate in CCTA’s purchasing contract (if available), existing joint consortium (if available) or an available MiDEAL contract for the vehicle/vehicles’ make/model, specifications and equipment.

- 2.02. If VBPT should utilize sums less than eighty-eight thousand dollars (\$88,000) of federal funding for year 2021, eighty-eight thousand dollars (\$88,000) in year 2022, and eighty-eight thousand dollars (\$88,000) in year 2023, the remaining sums shall accumulate and be credited to the final funding year of 2023.
- 2.03. In no event shall reimbursement of Project's costs from the FTA Grant funds exceed 80% of the total Grant amount. CCTA will apply for the required 20% local match with the Michigan Department of Transportation (MDOT). VBPT agrees to provide the required 20% local match if funding is not provided by MDOT. If the FTA determines that any Grant funds were not properly expended by CCTA, then CCTA agrees to reimburse the FTA for any sums (excepting the locally matched funds) deemed ineligible for payment with Grant funds or improperly expended.

PART III: GRANT REQUIREMENTS

- 3.01. To the extent permitted by Michigan law, the terms of FTA's grant award, the most current FTA Assistance Programs Certifications and Assurances, and the most current FTA Master Agreement, MDOT Master Agreement, including all documents incorporated therein, and all applicable laws, regulations, and circulars, are incorporated herein by reference as if fully set forth herein. VBPT shall be a Subrecipient under the Grants. For the purposes of this Agreement unless the context clearly indicates otherwise, each reference in the foregoing documents to "recipient" or "applicant" shall mean VBPT and, where appropriate to make VBPT obligations under such documents due and owing to "government" or "FTA" shall mean CCTA. VBPT shall perform the Project work in strict accordance with the provisions of the Grant. To the extent that Michigan law prohibits VBPT's compliance with the FTA Master Agreement, MDOT Master Agreement or any applicable flow-down requirement included in the FTA Master Agreement or other documents incorporated or referenced in this Agreement, VBPT shall communicate with CCTA and FTA to find an amicable and lawful resolution to prevent or overcome such conflict.
- 3.02. In addition, VBPT shall comply with the following:
 - a. Federal Requirements: To the extent permitted by Michigan law, VBPT shall at all times comply with all applicable federal statutes, executive orders, FTA circulars, regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the FTA Master Agreement, as they may be amended or promulgated from time to time during the term of this Agreement. VBPT's failure to comply shall constitute a material breach of this Agreement.

VBPT shall make all applicable certifications and assurances which the FTA may require of Grant recipients, and any revised, updated or reissued versions of the certifications and assurances. VBPT will affirm its compliance with all the certifications and assurances by signing The Federal Fiscal Year FTA Certifications and Assurances Signature Page and

forwarding it to CCTA. This certification is due to CCTA yearly, no later than 30 days from the publication or December 30 of each year, whichever is later.

The parties agree that VBPT's certifications and assurances are material representations of fact upon which CCTA has relied in deciding whether to enter into this Agreement and award the Grant proceeds. The submission of the Certification and Assurances is a prerequisite for the award of the Grant proceeds under various federal laws including 31 U.S.C. 1352. Failure to make the required certifications or the making of false certifications is punishable under federal law and can include civil penalties in excess of \$10,000 for each unmade or incorrect certification.

b. Procurement: In accordance with 2 CFR Part 200, Subpart D and FTA Circular 4220.1F, CCTA shall adhere to the applicable federal procurement regulations, including, but not limited to, the following:

General: CCTA may enter into third party contracts for completion of the Project. CCTA must ensure that these services are obtained in full and open competition, prices are fair and reasonable, and are in compliance with the provisions of applicable federal, state, and local laws. This includes affording procurement opportunities to small and local disadvantaged business enterprises.

Conformance with state and local law: CCTA shall use its own procurement procedures that reflect applicable state and local laws and regulations, provided that the procurements conform to applicable federal law, including the requirements and standards identified in this agreement.

Contract Administration System: CCTA shall maintain a contract administration system that ensures that third-party contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

Statutory and Regulatory Requirements: A current and comprehensive list of statutory and regulatory requirements applicable to grantee procurements (such as Disadvantaged Business Enterprise ("DBE"), Clean Air, and Buy America) is contained in the FTA Master Agreement. CCTA is responsible for evaluating these requirements for relevance and applicability to each procurement. Subject to the limitations set forth in Section 3.01 of this Agreement, CCTA agrees to comply with all applicable statutory and regulatory requirements referenced in the FTA Master Agreement. For example, procurements involving the purchase of iron, steel, and manufactured products will be subject to the "Buy America" requirements in 49 C.F.R. Part 661. Further guidance concerning these requirements and suggested wording for contractual clauses may be found in FTA's Third Party Procurement Manual (2 CFR Part 200, Subpart D and FTA Circular 4220.1F).

c. DBE Goal: As required by FTA, CCTA has set its overall goal for DBE participation in federal contracts. CCTA's DBE Program Goal can be located at:
<http://www.kmetro.com/about-metro/publications>

d. Contractors and Subcontractors: CCTA shall place in its contracts and subcontracts those obligations which the FTA Master Agreement requires recipients to include in third party contracts and subcontracts. CCTA agrees to include in its contracts entered into and for the project the same certifications, assurances, and agreements to which CCTA is obligated under this section.

CCTA will make sure that contractors are not suspended from performing work for the FTA and will conduct the required due diligence to ascertain that requirement. Proof that the due diligence was performed will be kept in the Project files.

CCTA will include in all contracts pursuant to the Grant the following clause: "All USDOT-required contractual provisions, as set forth in 2CFR Part 200, Subpart D and FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract."

e. Access to Records and Reports: VBPT will give CCTA, the FTA, the Comptroller General of the United States, the U.S. Secretary of Transportation, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the Grants, and will establish a proper accounting system in accordance with generally accepted standards of agency directives. CCTA will also require its third party contractors to do the same.

CCTA shall require the contractor to permit CCTA, VBPT, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

VBPT shall be required to maintain all books, records, accounts, and reports for a period of not less than three years after the date of termination or expiration of its contract, except in the event of litigation or settlement of claims, in which case, contractor shall agree to maintain the same until CCTA, VBPT, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

f. Breaches and Dispute Resolution:

Claims for Damages: Should either party to the Agreement suffer injury or damage to person or property because of any act or omission of the party or of any of

his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage. However nothing in this Agreement shall be considered a waiver of the sovereign immunity of VBPT, or a waiver of VBPT's right to assert sovereign immunity against any claim for damages as allowed by law.

Remedies: Unless this Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between VBPT and CCTA arising out of or relating to this Agreement or its breach may be decided by a mutually agreeable form of alternative dispute resolution, or in a court of competent jurisdiction within the City of Kalamazoo, Michigan.

Rights and Remedies: The duties and obligations imposed by the Agreement's documents and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed by law. No action or failure to act by CCTA or VBPT shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing. Nothing in this Agreement shall be considered a waiver of the sovereign immunity of VBPT, or a waiver of VBPT's right to assert sovereign immunity against any claim for damages as allowed by law.

g. CCTA Oversight: CCTA will fully document all compliance monitoring efforts. VBPT will comply with its obligation to satisfy the requirements of the grant agreement as outlined in CCTA's Subrecipient and Third Party Contractor Oversight Procedures. CCTA may inspect the Project to ensure compliance with this Agreement and compliance with all DBE requirements. VBPT will ensure compliance with Title VI requirements. VBPT must keep Federally-funded equipment in good operating order and maintain ADA accessibility features. Inspection by CCTA of the Project work does not relieve VBPT of its responsibilities and liabilities as the responsible party for carrying out the Grants. Based on the CCTA 2021 Triennial Review with the FTA, the intended focus of oversight will be applicable to vehicle purchases, not general operations.

h. Reporting Requirements: VBPT shall submit to CCTA the following reporting requirements: vehicle work orders (both preventative and reactive), any records requested by the FTA for the Triennial Review, required urbanized area National Transit Database (NTD) report information no later than ten (10) days prior to required submission date for review. Additional reporting requirements will be communicated as necessary based on guidance from the FTA and MDOT. CCTA will communicate any such requests to VBPT with due haste.

i. Indemnity and Insurance: VBPT shall obtain and submit the following Indemnity and Insurance and keep such insurance in force during the entire life of this contract: Workers' Compensation Insurance to include employer's liability of \$500,000; Commercial General Liability Insurance to include premises and operations with a \$2,000,000 combined single limit; Automobile Liability as well as Michigan Property

Protection insurance as require by statute; and list CCTA officials, agents, and employees as additionally insured with respect to all liability policies.

j. Termination of this Agreement: This Agreement shall be in effect until the Projects are completed and the Grants are closed out in TrAMS. Nonetheless, in the event that VBPT fails to perform services or to provide the matching funds required under the Agreement in the manner called for by the Agreement, CCTA may terminate the Agreement for default. Termination shall be effective by serving a notice of termination on VBPT setting forth the manner in which VBPT is in default.

k. Opportunity to Cure: CCTA in its sole discretion may, in the case of an alleged breach or default, allow VBPT time to cure the default prior to the effective date of the termination. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If VBPT fails to remedy to CCTA's satisfaction the breach or default or any terms, covenants, or conditions of this Agreement within thirty (30) business days after receipt of the written notice from CCTA setting forth the nature of the breach or default, CCTA shall have the right to terminate the Agreement without any further obligation to VBPT. Any such termination for default shall not in any way operate to preclude CCTA from also pursuing all available remedies against VBPT for said default or breach.

3.03. No Obligation to Third Parties: CCTA acknowledges and agrees that, notwithstanding any concurrence by the federal government and/or CCTA in or approval of a third party contract, absent express written consent by the federal government and/or CCTA, neither the federal government nor VBPT is a party to the third party contract and shall not be subject to any obligations or liabilities to the third party contractor, or any other party (whether or not a party to the contract) pertaining to any matter resulting from the underlying contract.

CCTA agrees to include the above clause in each third party contract for which CCTA will receive reimbursement, in whole or in part, from Grant funds. It is further agreed that the clause shall not be modified, except to identify the third party contractor who will be subject to its provisions.

3.04. Recitals: The recitals are incorporated into this Agreement.

PART IV: NOTICES

4.01. All notices hereunder shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when either: personally delivered; or received by certified or registered mail, first class, postage paid, return receipt requested to any party hereunto as follows:

If to CCTA: CCTA
530 N. Rose Street
Kalamazoo, MI 49007

Attn: Sean McBride

If to VBPT: VBPT
610 David Walton Drive
Bangor, MI 49012
Attn: Laurie Schlipp

PART V: SEVERABILITY

5.01. The parties agree that subject to the limitations set forth in Section 3.01 of this Agreement, the provision of federal funds for the Project under this Agreement makes the federal statutes, rules, regulation, circulars and other forms of written guidance controlling over any inconsistent state or local statutes, rules, or regulations. To the extent not covered by any federal statute, rule, regulation, circular, or other written guidance, the parties agree that if any provision of this Agreement shall contravene, or be invalid under, the applicable laws of the particular state, or jurisdiction where used, such contravention or invalidity shall not invalidate the whole Agreement but the Agreement shall be construed as if not containing the particular provision or provisions held to be invalid in the same particular state or jurisdiction and the rights and obligations of the parties shall be construed and enforced accordingly.

PART VI: ACKNOWLEDGEMENT AND EXECUTION

6.01. This agreement shall inure to, be to the benefit of, and bind VBPT, and their respective successors and/or assigns as if they had been named herein.

THE PARTIES ACKNOWLEDGE THAT THIS AGREEMENT CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

PART VII: SUBJECT TO APPROPRIATIONS

7.01 All obligations of VBPT and CCTA under this Agreement are subject to the appropriation and the legal availability of funding.

Executed this _____ day of _____, 2021.

CENTRAL COUNTY TRANSPORTATION AUTHORITY

By: _____
Sean McBride

Executive Director

And

VAN BUREN PUBLIC TRANSIT

By: 
Richard Godfrey
Board of Commissioners Chair



Agenda Item: # 5 Meeting Date: 11/8/21

TO: CCTA and KCTA Boards
FROM: Sean McBride, Executive Director
DATE: November 2, 2021
SUBJECT: 2022 CCTA/KCTA Meeting Calendar

BACKGROUND

For the past three years CCTA and KCTA have been meeting on the second Monday of each month. The Boards continue to express the benefits of holding joint meetings on a regular basis to openly discuss and conduct business matters.

RECOMMENDATION

It is recommended the CCTA and KCTA approve the 2022 CCTA and KCTA Joint Meeting Schedule.

Attachment:
2022 Meeting Calendar



2022
JOINT MEETING SCHEDULE
CENTRAL COUNTY TRANSPORTATION AUTHORITY
AND
KALAMAZOO COUNTY TRANSPORTATION AUTHORITY
Metro Administration Building
All meetings to take place at 11:30 a.m.

<u>January</u> 10 th Regular Meeting	<u>February</u> 14 th Regular Meeting	<u>March</u> 14 th Annual Meeting
<u>April</u> 11 th Regular Meeting	<u>May</u> 9 th Regular Meeting	<u>June</u> 13 th Regular Meeting
<u>July</u> 11 th Regular Meeting	<u>August</u> 8 th Regular Meeting	<u>September</u> 12 th Regular Meeting 26 th Regular Meeting
<u>October</u> 10 th Regular Meeting	<u>November</u> 14 th Regular Meeting	<u>December</u> 12 th Regular Meeting

Meetings will be publicly noticed in accordance with the Michigan Open Meetings Act, unless otherwise noticed. Meetings will take place at 11:30 a.m. in the Metro Administration Building, 530 N. Rose St., Kalamazoo, MI 49007.



Connecting People Throughout
Kalamazoo County

TO: CCTA and KCTA Boards
FROM: Sean McBride, Executive Director
DATE: November 1, 2021
SUBJECT: Executive Director Update

Human Resources

There has been some progress with hiring of new Coach Operators. Three Coach Operators began training on November 1. There are 4 Coach Operators anticipated to be ready to start the next training class in December. There are 11 additional candidates within the hiring process. Since the beginning of the year over 130 individuals have applied for the Coach Operator position, with about 10% being offered and accepting positions.

Metro Connect and Metro Share Update

Metro Connect scheduling has had to deny requested rides due to the limited vehicle capacity because of the Covid-19 pandemic. A trip is considered denied when there is no available time one hour prior or one hour after the requested pickup time. Capacity was limited to three passengers on the large buses and one passenger on the vans until July 1, 2021, when it was increased to twelve passengers on the buses and three on the vans.

There has been a total of 3,285 denied trips in 2021, which is 3.80% of all requested rides. ADA denied trips number 533 or .62% of requested rides and Demand/Response rides total 2,752 or 3.18% of all requests. There was an average of 16 denied trips a day through June, most of those being Demand/Response rides. Since the increased capacity that number has decreased to five per day. September averaged three per day and ADA denials fell to less than one trip per day. The numbers continue to decline in October. Trip denials should be eliminated when passenger numbers are increased to full capacity on December 1, 2021. Prior to the pandemic denied trip numbers were at zero.

Attached is the list of authorized agencies for use of Metro Share as requested at last month's meeting.

Winter Stop/Shelter Maintenance

Metro staff has been preparing for winter maintenance for the 2021-22 season by assessing past practices and planning for future snow events. As background, Metro is responsible for snow and ice removal at 93 shelters and five bench locations. At the approximately 600 stops without shelters winter maintenance is done on a special need basis.

Staff is researching and reviewing ways to effectively provide winter maintenance at the highest use bus stops that do not have shelters. Staff has created a winter maintenance team that is undertaken several efforts that include:

- Reviewing and updating our existing snow removal procedure,
 - Establishing a shelter clearing log to track contractor performance,
 - Reviewing winter training information for coach operators
 - Researching past data on significant snow events (more than two inches),
 - Researching practices from other Michigan transit agencies for clearing stops and shelters
 - Researching local municipalities snow clearing of sidewalks ordinances and practices, stops, and shelters,
 - Reviewing current snow clearing practices by adjacent properties at the 50 most utilized stops in the system.
- This assessment will require physical/visual inspection during the first couple of significant snowfall

We will share additional information as we learn more.

KTC Security Reports

Attached is the October Security Report from Terecita Potts, Senior Operations Supervisor.

Attachments

1. Metro Share Authorized Agencies
2. Metro's KTC October Security Report

Metro Share Authorized Agencies

Metro Share Authorized Agencies	
AGENCY/ORGANIZATION	
1	City of Portage
2	Community Healing Center
3	Disability Network SW Mi
4	Ecumenical Senior Center
5	First United Baptist Church
6	GFM/Urbane Zone
7	YAP/ Kresa
8	Interact of Michigan
9	Kalamazoo Russian Culltural Society
10	Kalamazoo Community Mental Health and Substance Abuse Services
11	Low Vision Group (Village of Sage)
12	Mothers of Hope
13	Gull Lake Gateway Academy
14	New Apostolic Church of Portage
15	MRC Industries, Inc.
16	Michigan Rehabilitation Sevices
17	North Presbyterian Church
18	El Concilio/Hispanic American Council
19	Pathways (MRC)
20	Portage Senior Center
21	Recovery Institute
22	Renal Support Group
23	Residential Opportunities Inc.
24	Senior Services, Inc.
25	South County Community Services
26	St. Martin Episcopal Church
27	Visually Aide Support
28	Friends with Disabilities
29	Office of Veterans Affairs

October 2021 KTC Security Report
Prepared by Terecita Potts
Title Senior Operations Supervisor

Overview:

During the month of October, we stayed with the reduced service on Saturdays from 8:00am-4:30pm. Additional Security was added during high traffic hours in the absence of the Sheriff's department. There were 2 Security Plus Supervisors added throughout the day to oversee day to day operations, both are retired KDPS officers.

Activity Summary for October

KPS Calls-18- customer requested, fights, removal of passenger off bus and stolen property

EMS Calls -15 calls, multiple customer having breathing issues and chest pains, customers having seizures and one person assaulted throughout the month of October.

Other Activities

Walked around the administration building and checked that all doors are secure also checked for loiterers, open intoxicants, marijuana use or individuals using drugs, sleepers and individuals trespassing. October was filled with more reminders to customers to pull their masks up over their nose and mouth continued giving masks out so that customers could access the building. We continued to monitor customers with or without business accessing the building.

Directing passengers to the proper smoking areas and to follow the rules of conduct is a daily activity to keep the balance at the Transit Center.



Agenda Item #: 6b Meeting Date: 11/08/21

Connecting People Throughout
Kalamazoo County

TO: Central County Transportation Authority and Kalamazoo County Transportation Authority
FROM: Sean McBride, Executive Director
 Prepared By: Cheryl Pesti, Budget and Accounting Manager
 Kathy Schultz, Planning and Development Manager
DATE: October 28, 2021
SUBJECT: September 2021 Information Summary Report

The following is being provided to the Central County Transportation Authority and Kalamazoo County Transportation Authority boards as an information item.

BACKGROUND

Monthly Ridership				
	Bus	Metro Connect	Metro Share	System Total
FY21	114,200	8,557	1,317	124,074
FY20	140,709	14,837	226	155,772
Difference	(26,509)	(6,280)	(1,091)	(31,698)
% Change	(19%)	(42%)	(483%)	(20%)

Year-to-Date Ridership				
	Bus	Metro Connect	Metro Share	Oct 20-Sept 21 System Total
FY21	1,362,449	86,822	5,673	1,454,944
FY20	1,836,247	120,181	19,233	1,975,661
Difference	(473,798)	(33,359)	(13,560)	(520,717)
% Change	(26%)	(28%)	(71%)	(26%)

WHEELCHAIR LIFT/RAMP INCIDENT REPORT – September 2021

Passengers in mobility devices for the month of September 2021 were 447. There were no incidents that involved a ramp/lift during this month.

WMU STUDENT RIDERSHIP REPORT – September 2021

For the month of September 2021 there were 31,015 passenger trips for WMU.

DEMAND/RESPONSE MONTHLY SUMMARY REPORT – September 2021

For the month of September 2021 there were 8,557 passenger trips on Metro Connect. This is a total of 86,822 passenger trips for fiscal year 2021.

KALAMAZOO METRO TRANSIT SYSTEM
RIDERSHIP ANALYSIS
September 2021



Route #	Route	Month to Date				Year to Date						
		# of Rides		Rides per hour		# of Rides		Rides per hour		Increase / decrease		
		FY21	FY20	FY21	FY20	FY21	FY20	FY21	FY20			
01	Westhedge	11,640	20,723	22.93	24.03	194,563	258,268	24.67%	26.31	33.54	-21.54%	
02	Portage	5,222	11,347	-53.96%	17.47	83,524	125,960	-33.69%	18.94	19.43	-2.50%	
03	West Michigan	4,851	4,787	1.34%	12.96	52,156	55,020	38.48%	11.61	11.72	-0.95%	
04	Oakland	4,042	3,809	6.12%	10.80	7.75	39.34%	53,534	10.45	11.56	-9.59%	
05	East Main	3,532	6,223	-43.24%	19.20	13.14	61.549	78,672	-21.77%	20.49	-26.73%	
06	Parchment	5,066	5,809	-12.79%	13.83	12.09	62,404	70,995	-14.39%	14.26	-8.88%	
07	Alamo	7,419	7,865	-5.67%	20.26	9.96	103,349	84,041	131.645	19.10	22.11	-13.61%
08	Egleston	4,230	4,920	-14.02%	11.55	8.55	58,718	72,037	-17.10%	13.57	14.08	-3.61%
09	Gull Road	8,104	14,781	-45.17%	22.13	17.18	135,899	167,363	-18.80%	18.12	21.55	-15.92%
10	Comstock	2,606	5,349	-51.28%	7.12	10.99	48,442	66,200	-26.82%	11.01	14.29	-22.94%
11	Stadium Drive	6,765	7,415	-8.77%	18.47	9.67	80,404	113,187	-28.96%	18.27	18.47	-1.06%
12	Duke	550	946	-41.86%	0.00	5.33	752	17,130	-95.61%	0.00	10.40	-100.00%
13	South Burdick	6,034	7,105	-15.07%	16.48	8.77	90,183	114,085	-20.95%	16.96	17.26	-1.73%
14	West Main	8,662	11,507	-24.72%	23.65	13.75	100,349	136,580	-26.53%	22.63	17.96	25.95%
15	Paterson	2,159	5,625	-61.62%	11.85	11.92	61,219	72,967	-16.10%	14.92	19.30	-22.69%
16	Lovell	10,916	9,640	10.93%	29.80	10.26	91,993	178,413	-48.44%	17.23	23.80	-27.60%
20	East Comstock	-	0	0.00%	0.00	0.00	-	446	-100.00%	0.00	0.00	0.00%
26	West Centre	2,873	3,362	-14.54%	8.16	7.22	32,629	33,504	-2.61%	7.78	7.60	2.35%
27	East Romance	2,130	2,743	-22.35%	6.04	5.94	25,712	28,132	-8.60%	6.02	6.38	-5.66%
21	Solen/Kendall/Lafayette	3,745	2,592	44.48%	10.49	7.36	13,470	62,109	-78.31%	9.48	29.86	-68.27%
19	Ring	3,381	1,418	0.00%	11.99	0.00	13,481	-	0.00%	0.00	0.00	0.00%
25	Parkview	10,273	2,543	0.00%	20.13	0.00	23,603	-	0.00%	0.00	0.00	0.00%
	Total Fixed Route	114,200	140,709	-18.84%	15.89	15.87	1,362,173	1,836,247	-25.82%	15.19	18.35	-17.25%
	Metro County Connect											
	Demand-Response	8,567	14,837	-42.33%	1.86	1.64	86,822	120,181	-27.76%	1.56	1.70	-8.25%
	ADA Trips	3,520	2,374	48.27%	1.88	0.73	29,449	44,326	-33.56%	1.60	1.81	-11.19%
	Specialized Service	1,317	226	482.74%	10.03	0.68	5,673	19,233	-70.50%	6.94	11.20	-38.06%
	Charters	0	0	N/A	0	0	0	0	N/A	0	0	N/A
	Total Services	124,074	155,772	-20.35%	10.32	8.41	1,454,668	1,975,661	-26.37%	9.96	11.47	-13.14%

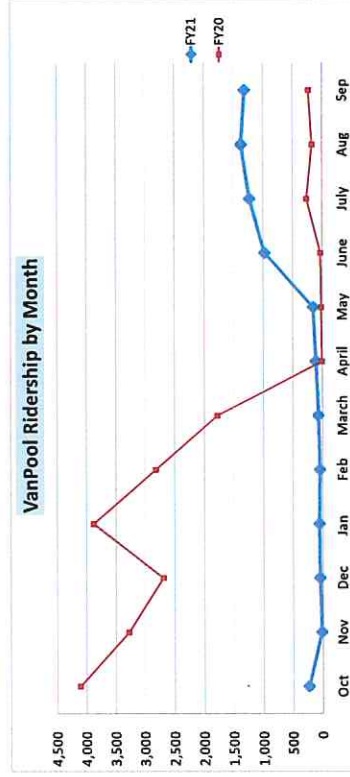
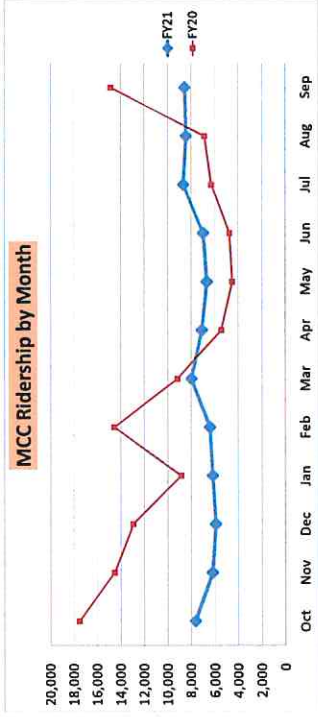
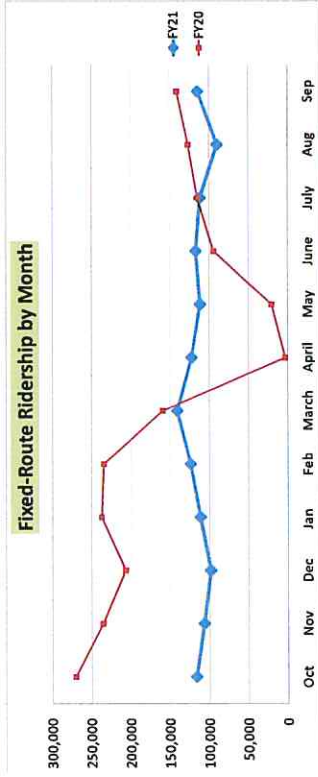
Other Data	FY21				Increase / decrease
	# of Rides		# of Rides		
	FY21	FY20	FY21	FY20	
WMU	31,015	-	38,899	334,002	-88.35%
KVCC	311	-	311	15,021	-97.93%
Transfers	447	-	35,215	533,252	-93.40%
Wheelchair	1,510	-	1,328	6,977	-80.97%
Bikes	-	-	14,176	22,208	-36.17%
Youth Mobility	-	-	-	-	0.00%

**September 2021
APC COUNTS DUE TO COVID-19**

Fixed-Route	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sep
FY21	116,340	106,583	98,448	111,044	123,352	140,679	122,253	111,226	116,725	111,485	90,114	114,200
FY20	270,270	235,071	206,618	236,803	233,960	158,855	3,053	20,235	94,104	114,359	126,171	140,709

MCC	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sep
FY21	7,651	6,217	5,951	6,197	6,430	7,970	7,093	6,678	6,976	8,669	8,433	8,557
FY20	17,529	14,514	12,941	8,841	14,536	9,168	5,456	4,495	4,736	6,277	6,851	14,837

VanPool	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sep
FY21	237	22	50	59	49	72	115	159	982	1,235	1,376	1,317
FY20	4,106	3,275	2,686	3,875	2,813	1,774	6	18	27	260	167	226



September 2021 APC COUNTS DUE TO COVID-19

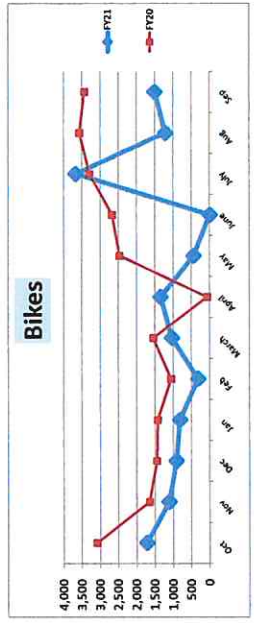
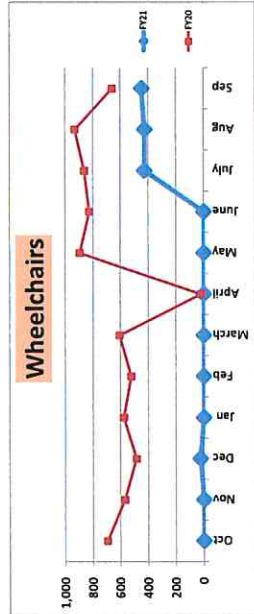
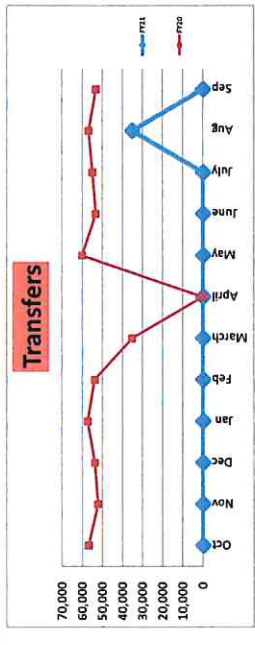
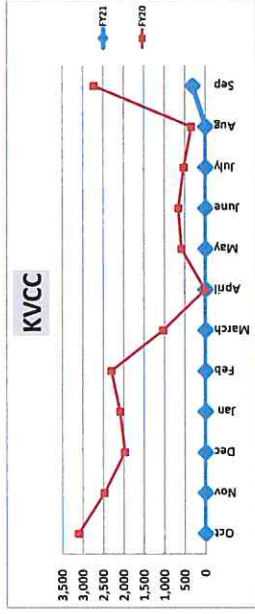
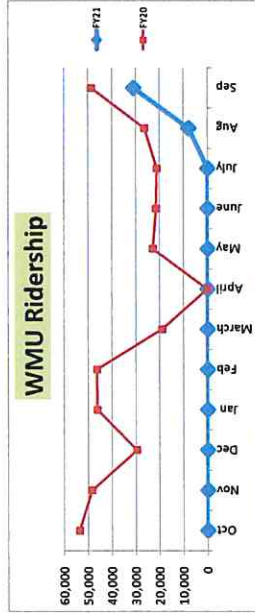
WMU	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sep
FY21	0	0	0	0	0	0	0	0	0	0	7,884	31,015
FY20	53,611	48,398	29,500	46,080	46,220	18,975	7	22,710	21,372	21,016	26,213	48,558

KVCC	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sep
FY21	0	0	0	0	0	0	0	0	0	0	0	311
FY20	3,098	2,467	1,969	2,081	2,296	1,030	1	577	649	519	334	2,722

Transfers	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sep
FY21	0	0	0	0	0	0	0	0	0	0	35,215	0
FY20	56,803	52,014	53,526	57,197	53,714	35,112	1	60,027	53,215	54,874	56,769	53,125

Wheelchairs	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sep
FY21	0	0	26	0	0	0	0	0	0	428	427	447
FY20	694	567	484	576	522	606	18	894	825	862	929	659

Bikes	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sep
FY21	1,727	1,117	923	826	327	1,045	1,352	450	0	3,682	1,217	1,510
FY20	3,085	1,636	1,444	1,418	1,054	1,539	62	2,454	2,664	3,288	3,564	3,429

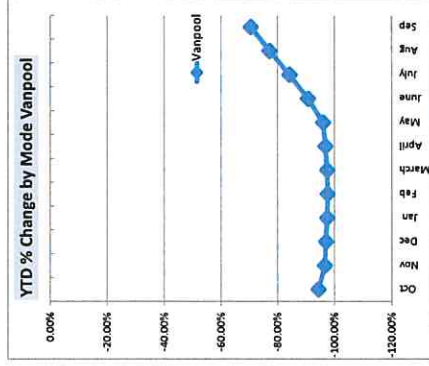
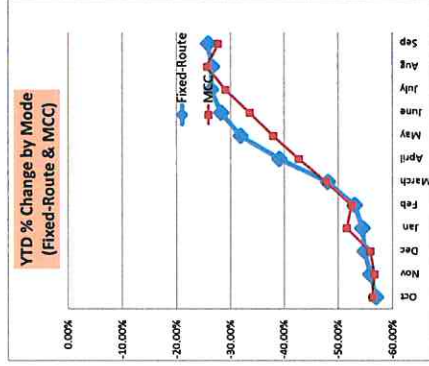
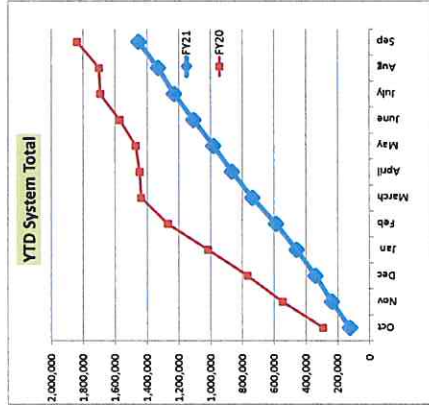


September 2021 APC COUNTS DUE TO COVID-19

YTD System Total	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sep
FY21	124,228	237,050	341,489	459,769	588,630	737,351	866,812	984,875	1,109,558	1,230,847	1,330,870	1,454,944
FY20	291,905	544,765	767,010	1,016,529	1,267,838	1,437,635	1,446,150	1,470,898	1,569,785	1,690,661	1,699,489	1,838,247

YTD % Change	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sep
Fixed-Route	-56.85%	-55.89%	-54.86%	-54.42%	-53.01%	-48.09%	-39.11%	-31.87%	-28.26%	-26.39%	-26.55%	-25.80%
MCC	-56.35%	-56.72%	-55.94%	-51.67%	-52.54%	-47.87%	-42.75%	-38.05%	-39.67%	-29.10%	-25.71%	-27.76%

YTD % Change	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sep
Vanpool	-94.23%	-96.49%	-96.93%	-97.35%	-97.51%	-97.36%	-96.74%	-95.89%	-90.61%	-84.18%	-77.08%	-70.50%





Connecting People Throughout
Kalamazoo County

Agenda Item # 7c1
Meeting Date 11/08/21

TO: CCTA and KCTA Boards
FROM: Sean McBride, Executive Director
Prepared by: Kathy Schultz, Planning and Development Manager
DATE: November 3, 2021
SUBJECT: Kalamazoo County Transportation Authority Millage Results Summary

BACKGROUND

The Kalamazoo County Transportation Authority millage renewal was held on Tuesday, November 2, 2021. The millage (0.3124 mills) would support Metro Connect and Metro Share for an additional five years, beginning in 2022. The millage is the first renewal for the KCTA and is lower than the renewal millage passed in 2015 and lower still than the 2009 millage of 0.40.

RESULTS

The millage passed 25,016 to 9,820 (71.81% Yes, 28.19% No). Unofficial results were available as of November 3 for analysis of the voter turnout and results through the Kalamazoo County website.

Registered County Voters: 185,812
Poll Book Votes: 35,710 (19.22%)

	Total	Yes	No
TOTAL VOTES	34,836	25,016 (71.81%)	9,820 (28.19%)
Absentee Votes	24,448	18,149 (74.24%)	6,299 (25.76%)
Election Day Votes	10,388	6,867 (66.11%)	3,521 (33.89%)

The previous KCTA millage election was held on May 3, 2016. A total of 20,067 votes were cast with the millage being approved 11,650 to 8,417 (58.06% Yes, 41.94% No). The 2013 millage was passed 72% Yes/ 28% No.

Several public outreach methods were done for the election including a county-wide postcard, presentations to the various cities, villages, and townships throughout the county, as well as social media posts through Facebook and Twitter. Several email blasts were sent to agencies and individuals. The Kalamazoo Citizens for Community Transportation also provided information to the community.

RECOMMENDATION

This memo is for informational purposes.

Zoom Instructions for Participants

Before a videoconference:

1. You will need a computer, tablet, or smartphone with a speaker or headphones. You will have the opportunity to check your audio immediately upon joining a meeting.
2. If you are going to make a public comment, please use a microphone or headphones with a microphone to cut down on feedback, if possible.
3. Details, phone numbers, and links to videoconference or conference call are provided below. The details include a link to “**Join via computer**” as well as phone numbers for a conference call option. It will also include the 9-digit Meeting ID.

To join the videoconference:

1. At the start time of the meeting, click on this link to [join via computer](#). You may be instructed to download the Zoom application.
2. You have an opportunity to test your audio at this point by clicking on “Test Computer Audio.” Once you are satisfied that your audio works, click on “Join audio by computer.”

You may also join a meeting without the link by going to [join.zoom.us](https://us02web.zoom.us/j/83604776447) on any browser and entering this **Meeting ID**: <https://us02web.zoom.us/j/83604776447>

If you are having trouble hearing the meeting or do not have the ability to join using a computer, tablet or smartphone then you can join via conference call by following instructions below.

To join the conference by phone:

1. On your phone, dial the toll-free teleconferencing number: **1-312-626-6799**
2. When prompted using your touch-tone (DTMF) keypad, enter the Meeting
3. ID number: **83604776477**

Participant controls in the lower-left corner of the Zoom screen:



Using the icons at the bottom of the Zoom screen, you can (some features will be locked to participants during the meeting):

- Participants – opens a pop-out screen that includes a “Raise Hand” icon that you may use to raise a virtual hand. **This will be used to indicate that you want to make a public comment.**
- Chat – opens pop-up screen that allows participants to post comments during the meeting.

Public comments will be handled by the “Raise Hand” method as instructed above within Participant Controls.