

**Transportation Authority of Calhoun County
Special Meeting Agenda
August 6, 2025
Kool Family Community Center
Valentine Room
200 West Michigan Ave
Battle Creek, Michigan 49017**

- I. Call to Order
- II. Roll Call
- III. Approval of Agenda
- IV. Public Comments on Agenda Items
- V. Consent Agenda
- VI. Unfinished Business
 - a. Managerial Services Agreement/Appointment of Executive Director
 - b.
- VII. New Business
 - a. Authorizing Resolution
 - b.
- VIII. Public Comments on Non-Agenda Items
- IX. Board and Executive Director Comments
 - a. Communications to the Board
 - b.
- X. Dates of Next Meetings
 - a. Committee Meeting/Workshop – August 12, 2025
 - b. Board Meeting – August 26, 2025
- XI. Adjournment

Managerial Services Agreement

This Managerial Services Agreement (“Agreement”), effective as soon as this Agreement is fully executed. This Agreement is made by and between the Transportation Authority of Calhoun County (“TACC”), a public transportation authority organized under 1986 PA 196, and the City of Battle Creek (“City”), a Michigan municipal corporation (each a “Party” and collectively the “Parties”).

In exchange for the mutual covenants and promises contained below, the Parties agree to the following terms and conditions:

1. **Background Information.** On September 7, 2023, the Calhoun County Board of Commissioners voted to create a countywide public transportation authority - the TACC. The TACC was created with the intent of providing transportation services within Calhoun County, including in Battle Creek and Marshall, Michigan. Upon approval from the FTA and MDOT, the TACC will begin providing those services, which services are currently provided by Battle Creek Transit and Marshall Dial-a-Ride Transit, both of which will wind down thereafter. To facilitate the launch of the TACC’s operations and the TACC’s provision of transportation services during any necessary transition of equipment, facilities, and personnel from these entities, the City will provide managerial services (the “Services”) to the TACC during the Term of this Agreement.
2. **Term.** The City will provide the Services beginning July 1, 2025 through September 30, 2025(the “Term”).
3. **Services.** The City shall provide the Services through the assignment of Mallory Avis as Executive Director (“Manager”), to the TACC to manage the TACC’s operations. The Manager will provide the Services required by the TACC, and which are generally understood to be the same type of financial and operational services the Manager currently provides to the City. If desired, the TACC may create and/or modify description(s) of Services for the Manager, which description(s) or modifications to same will be incorporated into this Agreement by reference. During the Term of this Agreement, the Manager’s primary obligations will be to the TACC, but subject to TACC approval, the Manager may perform services for the City that are necessary for the wind-down of the Battle Creek Transit operations. The Parties understand and agree that operational control and responsibility for Battle Creek Transit will remain with the City. The City is encouraged to name a Battle Creek Transit employee to take over for Mallory Avis to supervise the City’s transportation operations while the City is in control of the transportation system.
4. **Payment.**
 - a. **Services Expense.** The TACC shall reimburse the City for - not to exceed - one fourth (1/4) of the Manager’s annual salary and benefits in exchange for the Services, (the “Services Expense”). The Parties shall mutually determine the

process for this reimbursement after the term has completed, and this provision shall survive the termination or expiration of this Agreement.

Further, if the City terminates the employment of the Manager during the Term, or if the TACC determines that the Services of the Manager is no longer needed by the TACC, the TACC will pay to the City only a pro-rated Services Expense based on the time period in which the Manager(s) actually performed Services for the TACC, calculated according to the date the Agreement is terminated, the Manager(s)' employment is terminated by the City, or the TACC determines that the Manager(s)' Services to the TACC are no longer needed, whichever may apply.

5. Contractor Relationship. No part of this Agreement will be interpreted to create or imply an employer-employee, master-servant, principal-agent, or any relationship between the Parties other than that of an independent contractor relationship. However, as part of the Manager's duties - as outlined in her job description (attached as Exhibit A) - may contractually bind the TACC with authorization from the TACC Board. The Manager will remain employees of the City during the Term, and the City will continue to have sole and exclusive authority to hire, terminate, discipline, or otherwise direct and control the Managers' terms and conditions of employment with the City. The TACC will have no responsibility to withhold or pay any federal, state, or local income taxes, payroll taxes, FICA contributions, or unemployment taxes on account of the Managers' compensation for the Services, nor to maintain workers' compensation coverage for the Managers. The City is solely responsible for any and all taxes, costs, contributions, and fees described above, and for payment of compensation and benefits to the Managers.
6. Non-Discrimination. The Parties agree that, in carrying out the terms of this Agreement, they will not deny any person the equal protection of the laws, the enjoyment of civil rights, or discriminate against any person because of their actual or perceived race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, gender identity or any other status or characteristic protected by law.
7. Termination.
 - a. Termination for Material Breach. The City may terminate this Agreement, upon 14 calendar days' written notice to the TACC, for the TACC's material breach of its obligations to pay to the City the Services Expense by the contractual deadline, unless the TACC has in good faith disputed its obligation to pay any amount within the invoice at issue. The TACC may terminate this Agreement, upon 14 calendar days' written notice to the City, for the City's material breach of its obligations to provide the Services to the satisfaction of the TACC. However, in either event, upon written notice, the breaching Party will be given 14I calendar days to cure its breach. If the breaching Party does not cure within 14 calendar days, the terminating Party must submit a second written notice confirming termination of the Agreement.

- b. Termination for Governmental Intervention. If a third-party governmental entity that provides or oversees a grant or other source of funding provides notice to either Party that the grant or other source of funding may be diminished or ended by reason of this Agreement, then this Agreement is immediately terminable at the option of either Party if written notice is provided to the other Party.
- 8. Notices. Any written notices required to be given under this Agreement will be provided via mail, hand delivery or by email to:
 - a. City. City Manager, 10 N. Division Street, Battle Creek, MI 49014;
CityManager@battlecreekmi.gov
 - b. TACC. Erick Stewart - TACC Board Chair

ericks@lanyapp.com
 - c. Copy to: Leigh Schultz
Miller Johnson
100 W. Michigan Ave. Suite 200
Kalamazoo MI 49007


Notices will be considered given when received.

- 9. Applicable Law. This Agreement and the rights and obligations of the Parties will be governed by, and construed and enforced according to, the laws of the State of Michigan. This Agreement may be enforced in any court with competent jurisdiction and venue.
- 10. Severability. If any provision of this Agreement is determined by a court of law with jurisdiction over this matter to be inoperative or invalid, such provision will be deemed modified to eliminate the inoperative or invalid portion to the extent enforceable. If it is not possible to modify any such provision, it will be deemed to be eliminated from this Agreement. The Parties intend that the remaining portions of this Agreement shall be deemed valid and operative.
- 11. No Assignment. The Parties agree that this Agreement is unique and cannot be assigned by either Party without written consent of the other.
- 12. Authority to Execute Agreement. The representatives who sign this Agreement must receive prior authorization, via adopted public resolution, from the respective governing bodies of each Party on whose behalf a representative sign.
- 13. Entire Agreement. This Agreement states the entire understanding of the Parties regarding its subject matter. Neither Party has made or relied upon any promises or representations other than the terms that are written in this Agreement. This Agreement replaces and supersedes any prior agreements or understandings between the Parties with respect its

subject matter, whether written or oral. This Agreement may not be modified except in writing signed by duly-authorized representatives of both Parties.

CITY OF BATTLE CREEK

TRANSPORTATION AUTHORITY OF
CALHOUN COUNTY

DocuSigned by:

676F626296B5497...

By: Ted Dearing

By: _____


Its: Interim City Manager

Its: _____

Date: 7/28/2025

Date: _____

Approved as to Form:

Signed by:

A1221E9226E9489...
William Kim, City Attorney

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE FILING OF THE TRANSPORTATION
AUTHORITY OF CALHOUN COUNTY APPLICATION WITH THE FEDERAL TRANSIT
ADMINISTRATION, AN OPERATING ADMINISTRATION OF THE UNITED STATES
DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION
ASSISTANCE AUTHORIZED BY 49 U.S.C. CHAPTER 53, UNITED STATES CODE,
OR OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT
ADMINISTRATION**

Minutes of a special meeting of the Transportation Authority of Calhoun County
("TACC") Board of Directors on _____, at 11:00 a.m., local time,

PRESENT:

ABSENT:

The following resolution was offered by Director _____ and seconded by
Director _____.

RECITALS:

A. The Federal Transit Administrator has been delegated authority to award federal financial assistance for a transportation project; and

B. The grant or cooperative agreement for federal financial assistance will impose certain obligations upon TACC ("the Applicant"), and may require the Applicant to provide the local share of the project cost; and

C. The Applicant has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project.

THEREFORE, IT IS RESOLVED THAT:

1. That Mallory Avis, TACC Executive Director ("Executive Director") is authorized to execute and file an application for federal assistance on behalf of the TACC with the Federal Transit Administration for federal assistance authorized by 49 U.S.C. Chapter 53, title 23, United States Code, or other federal statutes authorizing a project administered by the Federal Transit Administration.
2. Pursuant to Governor Gretchen Whitmer's letter the TACC will be designated under 49 U.S.C. § 5307(a)(2) to receive Urbanized Area Formula Program assistance.

3. That the Executive Director is authorized to execute and file the TACC's applications, the annual certifications and assurances and other documents that the Federal Transportation Administration requires before awarding a federal assistance grant or cooperative agreement.
4. That the Executive Director is authorized to execute grant and cooperative agreements with the Federal Transit Administration on behalf of the TACC.

AYES:

NAYS:

ABSTAIN:

RESOLUTION DECLARED.

CERTIFICATE

The foregoing is a true and complete copy of a resolution adopted by the Transportation Authority of Calhoun County Board of Directors at a regular meeting held on _____. Public notice was given and the meeting was conducted in full compliance with the Michigan Open Meetings Act (PA 267, 1976). Minutes of the meeting will be available as required by ACT 267.

Vivian Davis, Secretary