

# **BATA Regular Board of Directors Meeting Agenda**

115 Hall St, Traverse City, MI 49684

Thursday, February 23, 2023 @ 1:00 pm

1. *Call to Order by Chairperson*
2. *Roll Call*
3. *First Public Comment\**
4. *Approval of Agenda/Declaration of Conflict of Interest*
5. *Consent Calendar*  
*The purpose of the consent calendar is to expedite business by grouping non-controversial items together to be dealt with in one Board motion without discussion. Any member of the Board, staff or the public may ask that any item on the consent calendar be removed and placed elsewhere on the agenda for full discussion. Such requests will be automatically respected. If an item is not removed from the consent calendar, the action noted in parentheses on the agenda is approved by a single Board action adopting the consent calendar.*  
*Consideration of Approving the following Minutes*
  - a. *Organizational Meeting Minutes of January 26, 2023*
  - b. *Regular Board Meeting Minutes of January 26, 2023*  
*Consideration of Accepting the following Reports*
  - c. *Monthly Income Statement*
  - d. *FY23 Q1+ Ridership Report*
  - e. *FY23 Q1 Turnover Report*
  - f. *Governance Committee Minutes of February 13, 2023*
  - g. *Finance Oversight Team Notes of February 13, 2023*
  - h. *Board Request Tracker [no new items]*
  - i. *Correspondence*
6. Any items removed from the Consent Calendar – Richard Cochrun
7. Executive Director's Report – Kelly Dunham
  - a. HQ Facility/Owner's Representative Report  
Jerry Tomczak, Program Manager, Cunningham-Limp
  - b. Technology Plan Update – Eric Lingaur
8. Chairperson's Report – Richard Cochrun
9. Committee Reports
  - a. Finance Oversight Team – Richard Cochrun
  - b. Governance Committee – John Somnavilla
10. Finance Reports
11. Old Business
12. New Business
  - a. MPO Presentation – Networks Northwest
  - b. FY 2022 Audit Presentation – Rehmann
  - c. Michigan Class Investment Resolution

- d. Investment Policy Adoption
  - e. HRIS/Payroll Software Purchase
  - f. Board Compensation Policy
  - g. BATA Board Recognition Policy
  - h. BATA Articles of Incorporation Revision
  - i. BATA Board Bylaws Revision
- 13. Board Discussion Items
  - 14. Second Public Comment\*
  - 15. Directors' Comments and Announcements/Open Floor
  - 16. Adjournment

Public Comment:

Any interested party or person may address the board on any matter of BATA concern during public comment. Comments will be limited to 5 minutes and a one-minute warning will be given when needed. Any public comment that becomes disruptive, unduly repetitive, or impedes the orderly progress of the meeting may be terminated by the presiding officer. Once you have completed your public comment the board may ask any clarifying questions. If needed, you will be assigned a member of BATA's staff to follow up directly on any open concerns.



### *Administrative Staff Memorandum*

## **BATA Annual Organizational Meeting Minutes**

115 Hall Street, Traverse City, Michigan 49684

Thursday, January 26, 2023 @ 1:00pm

1. Call to Order - Richard Cochrun  
The meeting was called to order by Chairman Cochrun at 1:03 pm.
2. Pledge of Allegiance/Moment of Silence  
The Pledge of Allegiance was recited, and a Moment of Silence observed.
3. Roll Call

Richard Cochrun	Present
John Somnavilla	Present
Robert Fudge	Present
Heather Harris-Brady	Present
Brad Jewett	Present
Joe Underwood	Present
Jamie Kramer	Absent
4. Oath of Office for New Members – Oath of Office taken and recorded.  
Introduction to Joe Underwood – Representing GTCO January 1. Looking forward to being involved. Involved in other authorities around town. Road Commission, no conflict of interest foreseen. Board Introductions concluded.
5. Approval of Agenda [\[page 2\]](#)
  - a. BATA Annual Organizational Meeting Agenda

**On a Motion made by Brad Jewett and seconded by Robert Fudge, The BATA Board of Directors approves the Agenda for the January 26, 2023 Annual Organizational Meeting as presented. No discussion needed.**

**MOTION CARRIES: 6-0**

6. 2023 Election of Officers (open floor nominations) – Richard Cochrun  
  
Richard opened the floor for nominations for the following: Chairperson, Vice-Chairperson and Secretary.  
John Somnavilla re-nominated Richard Cochrun to the Chairman position, Richard accepts the nomination. No additional nominations were made.  
Richard re-nominated John Somnavilla to the Vice-Chairman position, John accepts the nomination. No additional nominations were made.  
Richard nominated Robert Fudge to the Secretary position, Robert accepts the nomination. No additional nominations were made.

**On a Motion made by Brad Jewett and seconded by Heather Harris-Brady, The BATA Board of Directors approves the re-election of Richard Cochrun to the**

**position of Chairman, the re-election of John Somnavilla to the position of Vice Chairperson, and the election of Robert Fudge to the position of Secretary.”**

**MOTION CARRIES: 6-0**

7. First Public Comment\*

Justin Reed, Traverse City. 630 A 1B 49684

Rides the bus often, appreciates the Bayline. Often receives comments from other riders who appreciate the bus service. Questions about reconstruction of US-31 and how it may impact the Bayline route. Understanding is part of the project is making Delmar one way to Central, opposite traffic will go on 8<sup>th</sup> street. MDOT discussion on changes with projects for next year.

7. County Appointments

a. Grand Traverse County Appointment of Joseph Underwood

**On a Motion made by Brad Jewett and seconded by Robert Fudge, The BATA Board of Directors receives Grand Traverse County Appointment of Joseph Underwood.**

**MOTION CARRIES: 6-0.**

b. Grand Traverse County Appointment of Brad Jewett

**On a Motion made by Joseph Underwood and supported by John Somnavilla, The BATA Board of Directors receives Grand Traverse County Appointment of Commissioner Brad Jewett.**

**MOTION CARRIES: 6-0.**

c. Leelanau County Appointment of Jamie Kramer

**On a Motion made by Brad Jewett and supported by Heather Harris-Brady, The BATA Board of Directors receives Leelanau County Appointment of Commissioner Jamie Kramer.**

**MOTION CARRIES: 6-0.**

8. Regular Board Meeting Calendar for February 2023 – January 2024 [\[page 5\]](#)

The calendar is the same as last year with the exception of March 16<sup>th</sup> being moved to a strategic planning meeting.

Discussion was had on the location of meetings being at Hall St for all but the 1 meeting held in Leelanau County. Joe Underwood believes the Board should meet in Leelanau County at least quarterly.

Leelanau County representatives are encouraged to speak to their constituents on if there is a need to have additional meetings in Leelanau County. John Somnavilla will connect with chairperson Jamie Kramer.

This conversation will continue next month on the agenda under Old Business.

**On a Motion made by Brad Jewett and supported by Joe Underwood, The BATA Board of Directors approves the Regular Board Meeting Calendar for February 2023 thru January 2024 as presented, with the understanding that there will be further discussions in the future regarding meeting location.**

**MOTION CARRIES: 6-0.**

9. Collection of Annually Signed Documents – Board Member Roles & Responsibilities and Conflict of Interest Statements  
Board Members signed needed documents and provided them to Britny Schwartz, the recording secretary.
10. Second Public Comment\*  
None
11. Directors Comments/Open Floor  
Discussion was had regarding the decision made to appoint Joe Underwood to the Board by The Grand Traverse County Commissioners to replace Linda Joppich. It was noted that Joe's extensive knowledge of transportation as well as Policy knowledge will be very beneficial to the Board and Organization.

A recommendation was made to record meetings, so they are available to the public. The Governance Committee will discuss at their next meeting in February.

12. Adjournment  
**On a Motion made by Brad Jewett and seconded by Robert Fudge, The BATA Board of Directors moved at 1:29pm to adjourn the January 26, 2023, Annual Organizational Meeting.**

**MOTION CARRIES: 6-0.**

**+Administrative Staff Memorandum**  
**BATA Regular Board of Directors Meeting Minutes**  
115 Hall St, Traverse City, MI 49684  
Thursday, January 26, 2023

1. Call to Order by Chairperson Cochrun at 1:29 pm

2. Roll Call

Richard Cochrun	Present
John Somnavilla	Present
Robert Fudge	Present
Heather Harris-Brady	Present
Brad Jewett	Present
Joe Underwood	Present
Jamie Kramer	Absent

Also Present: Chris Davis, Kelly Dunham, Eric Lingaur, Phil Masserant, and Britny Schwartz.

3. First Public Comment\*

There was no public comment.

4. Approval of Agenda

**On a Motion made by Brad Jewett and seconded by Joe Underwood, the BATA Board of Directors approved the January 26, 2023, Regular Meeting Agenda as presented.**

**MOTION CARRIED: 6-0.**

5. Consent Calendar

The purpose of the consent calendar is to expedite business by grouping non-controversial items together to be dealt with in one Board motion without discussion. Any member of the Board, staff or the public may ask that any item on the consent calendar be removed and placed elsewhere on the agenda for full discussion. Such requests will be automatically respected. If an item is not removed from the consent calendar, the action noted in parentheses on the agenda is approved by a single Board action adopting the consent calendar.

*Consideration of Approving the following Minutes*

- a. *Regular Board Meeting Minutes of December 8, 2022*

*Consideration of Accepting the following Reports*

- b. *Monthly Income Statement*
- c. *Local Advisory Council Minutes*
- d. *Governance Committee Minutes of January 16, 2023*
- e. *Finance Oversight Team Notes of January 16, 2023*
- f. *Board Request Tracker [no new items]*

6. Any items removed from the Consent Calendar –

Chairperson Cochrun requested that item 5-b be removed from the Consent Calendar.

**On a Motion made by Brad Jewett and seconded by Joe Underwood, the BATA Board of Directors moved to approve the January 26, 2023 Consent Calendar as amended.**

**MOTION CARRIED: 6-0.**

7. Executive Director's Report – Kelly Dunham.

Kelly welcomed Joe Underwood to the Board of Directors, Kelly and John completed both Joe and Jamie Kramer's orientation earlier in the month.

Kelly stated that she met BATA's new MDOT Project Manager, Alex Simmoinetti recently. One of the items discussed was BATA's upcoming transition to Small Urban status. There is a presentation at MIWorks on February 23 to learn more about the region's MPO transition which includes BATA's transition to Small Urban. Kelly will send the invitation to the Board if anyone is interested in attending.

Kelly also provided an update on the new facility. The team has completed post bid interviews for subcontractors. She is continuing to work with MDOT and the FTA on the existing facility disposition plans. a. HQ Facility/Owner's Representative Report

Jerry Tomczak, Program Manager, Cunningham-Limp is joined by Project Manager, Kyle Evans.

Jerry provided an update on subcontractors and stated that they have scouted the subcontractors to ensure there were no gaps in scope. Christman Company will reach out to selected subcontractors and notify them of their award. Jerry also provided the Board with the list of subcontractors and projected cost, he also stated that this is not the final quote as Christman and owner numbers still need to be added. TCLP has been chosen as the electric provider as they have aggressive rates and rebates. Consumers and Cherryland Electric have been notified. Elmer's has also been bonded on the project and Progressive is working on furniture as well as snowmelt systems.

Director Underwood inquired if the building will receive an energy efficiency certificate. Jerry stated that while the building will not receive certification for energy efficiency, the plans were made to make it as energy efficient as possible. Director Underwood also inquired if there is a possibility for the installation of solar panels in the future. Jerry stated that while they do not have plans of adding solar panels in the future, they did size the steel to accommodate solar panels.

Jerry stated that things are on track for construction beginning in April. Christman and subcontractors are aware of the timeline and plan to meet those dates.

8. Chairperson's Report – Richard Cochrun

a. Committee Appointments

Chairperson Cochrun reappointed existing committee members for now, with the option to reevaluate in the future.

Finance Oversight Team – John Somnavilla, Robert Fudge, and Richard Cochrun.

Governance Committee – John Somnavilla, Heather Harris-Brady, and Robert Fudge.

**On a Motion made by Brad Jewett and seconded by Joe Underwood, the BATA Board of Directors moved to approve the Committee Appointments as recommended.**

**MOTION CARRIED: 6-0.**

9. Committee Reports

a. Finance Oversight Team – Richard Cochrun

Chairperson Cochrun reported discussion was held on recruiting and an update on current staffing numbers to see how it's progressing. We continue to be understaffed. He also reported that we are looking into the potential investment opportunities with Michigan Class which will come back to the full board for consideration next month.

b. Governance Committee – John Sommavilla

- I. BATA Board Bylaws Revision and Articles of Incorporation Revision for consideration at February 23, 2023 Regular Meeting.
- II. Director Sommavilla provided an overview of the proposed changes to the Bylaws and Articles of Incorporation that will be voted in February, highlighting the expansion to a 9-member board to help broaden the diversity of the Board of Directors.
- III. Board of Directors Compensation Policy

Director Sommavilla discussed a Board Compensation policy that the Committee is working on.

Members paid by other authorities will not be eligible for compensation from BATA. 10.

Finance Reports – Phil Masserant

Phil discussed the income statement as well as relayed the modifications he is making to reports to transition to an automatic system.

Still looking into T-bill and policy updates to recommend transition to MI Class Investment.

Phil is working on updating the Capital Reserve Fund Report with cash transactions as well as the 5-year technology plan. The 5-year technology plan has been approved by the Board but is not yet funded. We will be working on securing grants to pay for these expenses to the extent possible.

**On a Motion made by Brad Jewett and seconded by Robert Fudge, the BATA Board of Directors moved to accept the FY23 Q1 Finance Reports as presented.**

**MOTION CARRIED: 6-0.**

11. Old Business  
None presented.

12. New Business  
a. Resolution to Recognize Linda Joppich's Years of Service

**Roll Call:**

Richard Cochrun:	Yes
John Sommavilla:	Yes
Heather Harris-Brady:	Yes
Brad Jewett:	Yes
Robert Fudge:	Yes
Joe Underwood:	Yes
Jamie Kramer:	Absent

**MOTION CARRIED: 6-0.**

- b. Vehicle Accessibility Plan

Heather requested additional information about the Local Advisory Council (LAC) membership and how those members are chosen.



Kelly explained that the criteria is established by MDOT, then BATA staff asks those who fit the criteria, who are generally are users of BATA services or representation of those that would use BATA, to serve on the LAC.

**On a Motion made by Brad Jewett and seconded by Heather Harris-Brady, the BATA Board of Directors approved the Vehicle Accessibility Plan for submission to MDOT as presented.**

**MOTION CARRIED: 6-0.**

c. Preliminary FY2024 Budget - Phil Masserant

Phil presented the preliminary FY2024 Budget and stated that he will submit the information to MDOT by the end of the month.

There is a potential of additional federal funding for next year, more information will be available for the August revision.

**On a Motion made by Brad Jewett and seconded by John Sommavilla, the BATA Board of Directors approved the FY2024 Preliminary Budget, and the Resolution of Intent, for submission to MDOT as presented.**

**MOTION CARRIED: 6-0.**

13. Board Discussion Items – Deep dive agenda item.

a. 2023 Discussion Items Survey Review

Kelly read results of the survey sent to the Board to rank the importance of 2023 Board Discussion Topics.

1. Transition to Small Urban
2. Deeper dive on revenue and expenses
3. Route level performance
4. Customer comment/complaint
5. Insurance Renewal
6. Bus purchasing
7. Department objectives
8. Staff spotlight

Additional topics that were presented were to have the Local Advisory Council attend meetings periodically, and how to increase ridership.

Kelly will apply topics as a Board discussion item in meetings that are appropriate for the individual topic.

14. Second Public Comment\*

There was no public comment.

15. Directors' Comments and Announcements/Open Floor

Kelly stated that Networks Northwest will be presenting at the February Board meeting about the PPO transition.

Kelly highlighted items that were handed out at the meeting that will be in the packets in the future under Correspondence, the monthly compliment tracker that is shared with staff (complaints are tracked and presented on the monthly scorecard) and a copy of the Letter of Recognition from MDOT for achieving a triennial review with<sup>1</sup>zero findings.

16. Adjournment

**On a Motion made by Robert Fudge, the BATA Board of Directors moved to adjourn the January 26, 2023, Regular Meeting at 3:11 pm.**

**BATA Income Statement**  
**For the Four Months Ending January 2023**

	January 2023 YTD			Budget	Annual			Budget	% of
	Actual	Budget	Variance		Budget	Remaining		Budget	
<b>Revenues</b>									
Fare Box Revenue	\$ 170,950 <u>1</u>	\$ 127,356	\$ 43,594		\$ 382,065	\$ 211,115		45%	
Auxiliary Trans Revenue	67,864 <u>2</u>	44,368	23,496		133,106	65,242		51%	
Non-Trans Revenue	246	252	(7)		761	516		32%	
Local Revenue	1,025,486 <u>3</u>	917,732	107,754		4,521,234	3,495,748		23%	
Local Service Contract	94,789	92,988	1,801		288,844	194,055		33%	
State Formula & Contracts	1,020,512 <u>4</u>	1,304,974	(284,462)		4,154,215	3,133,703		25%	
Federal Operating Grants	543,098 <u>4</u>	694,198	(151,099)		2,164,538	1,621,439		25%	
CRRSAA/CARES Act	524,454 <u>4</u>	670,882	(146,428)		2,094,583	1,570,129		25%	
Other Revenue: Interest	41,234 <u>5</u>	4,332	36,902		132,806	91,572		31%	
Other Revenue: Refunds and Credits	19,439	10,808	8,631		32,422	12,983		60%	
<b>Total Revenues</b>	<b>\$ 3,508,072</b>	<b>\$ 3,867,889</b>	<b>\$ (359,817)</b>		<b>\$ 13,904,573</b>	<b>\$ 10,396,501</b>		<b>25%</b>	
<b>Expenses</b>									
Salaries & Wages	1,457,909 <u>6</u>	1,934,863	(476,954)		6,140,337	4,682,428		24%	
Paid Leave	147,088	147,088	-		441,264	294,176		33%	
Fringe Benefits	484,899 <u>6</u>	617,384	(132,485)		1,911,747	1,426,848		25%	
Services	232,631	200,155	32,476		772,037	539,406		30%	
Fuel & Lubricants	200,810 <u>7</u>	369,572	(168,762)		1,108,719	907,909		18%	
Materials & Supplies	120,490	143,004	(22,514)		427,028	306,538		28%	
Utilities	33,800	50,630	(16,830)		149,262	115,462		23%	
Insurance	198,791	197,788	1,003		593,358	394,567		34%	
Misc Expense	30,605	18,900	11,705		39,613	9,008		77%	
Interest			-						
Operating Leases & Rentals	5,070	5,635	(565)		17,472	12,402		29%	
<b>Total Expenses before Depreciation</b>	<b>2,912,093</b>	<b>3,685,019</b>	<b>(772,926)</b>		<b>11,600,837</b>	<b>8,688,744</b>		<b>25%</b>	
<b>Net Income before Depreciation</b>	<b>595,979</b>	<b>182,870</b>	<b>413,109</b>		<b>2,303,736</b>	<b>1,707,757</b>		<b>26%</b>	
Depreciation	370,208	351,436	18,772		1,054,291	684,083		35%	
<b>Net Income (Loss)</b>	<b>225,771</b>	<b>(168,566)</b>	<b>394,337</b>		<b>1,249,445</b>	<b>1,023,674</b>		<b>18%</b>	

**BATA Income Statement Notes**  
**For the Four Months Ending January 2023**

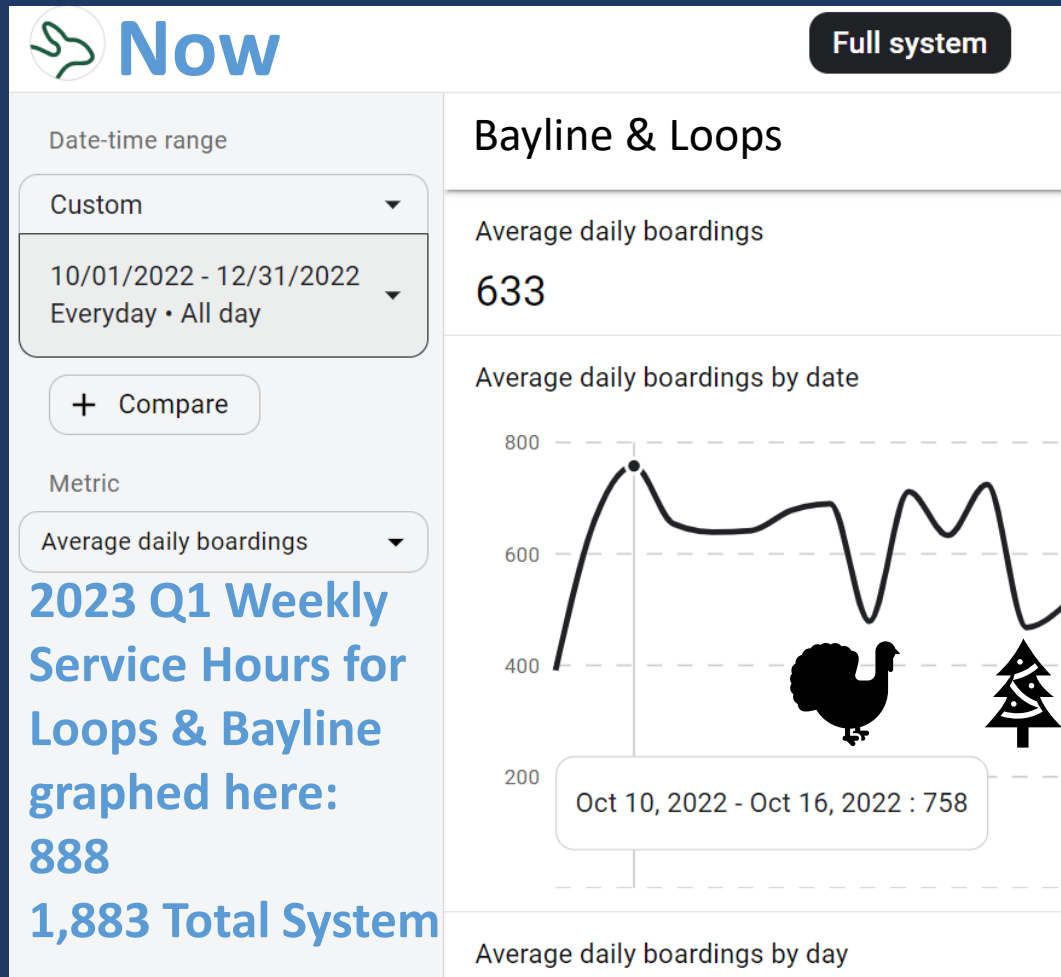
	<u><b>Account Name</b></u>	<u><b>Explanation</b></u>
<u><b>1</b></u>	Passenger Fares	Increased Ridership
<u><b>2</b></u>	Advertising Revenue	Increase in new advertisements
<u><b>3</b></u>	Taxes Levied by Transit Agency	Increase in property tax values and Leland Twp advanced summer collection.
<u><b>4</b></u>	State Operating Assistance Federal Section 5311 ARPA/CRRSSA/CARES Act	Budget forecasted at full service levels
<u><b>5</b></u>	Interest Income	Fed Funds Rate averaged 3.8% for the first four months of FY23. It was .08% in FY22.
<u><b>6</b></u>	Salaries and Fringe Benefits	Decreased staff and service levels
<u><b>7</b></u>	Fuel & Lubricants	Decrease in gallons consumed and favorable experience in fuel rates



Bay Area Transportation Authority

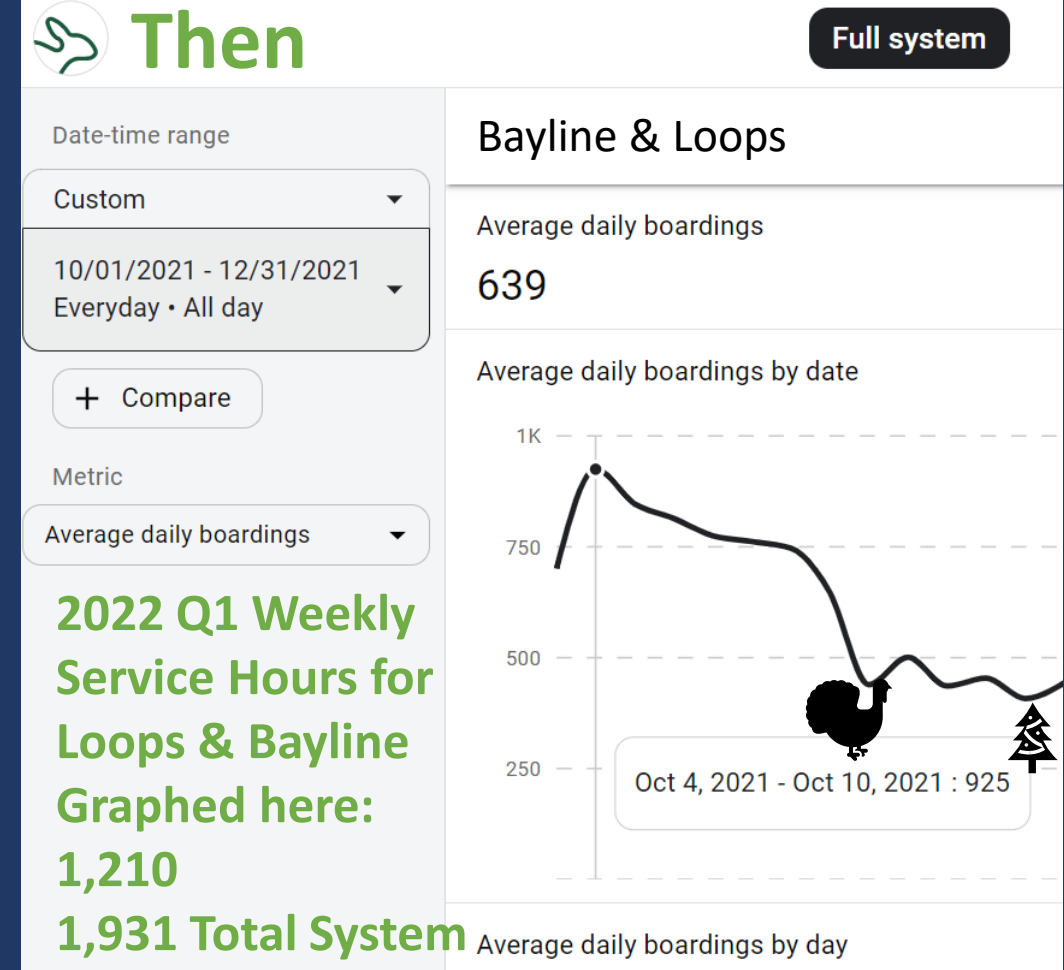
# *RIDERSHIP*

*Q1 2023 Ridership Report*



**Q1 2023 Ridership per service hour is 6.89 for Fixed-Routes**

**104% increase in productivity**



**Q1 2022 Ridership per service hour was 3.31 for Fixed-Routes**

# Q1 2023 Ridership: Loop, Links, & Bayline



**2023: 55,429**

**2022: 59,572**

Village  
**link**

**16,380**

**12,666**

**link**  
on-demand

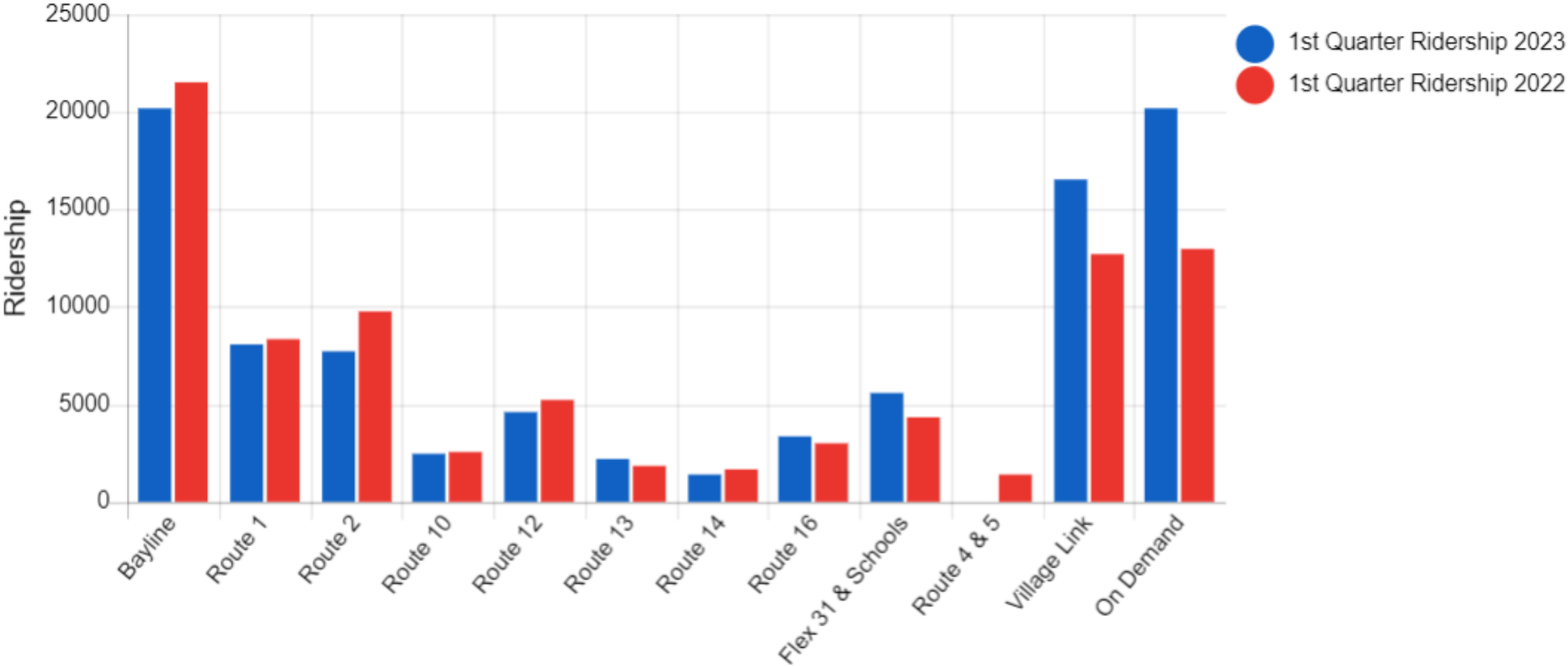
**20,229**

**13,018**

**2023 Q1 Total: 92,331**

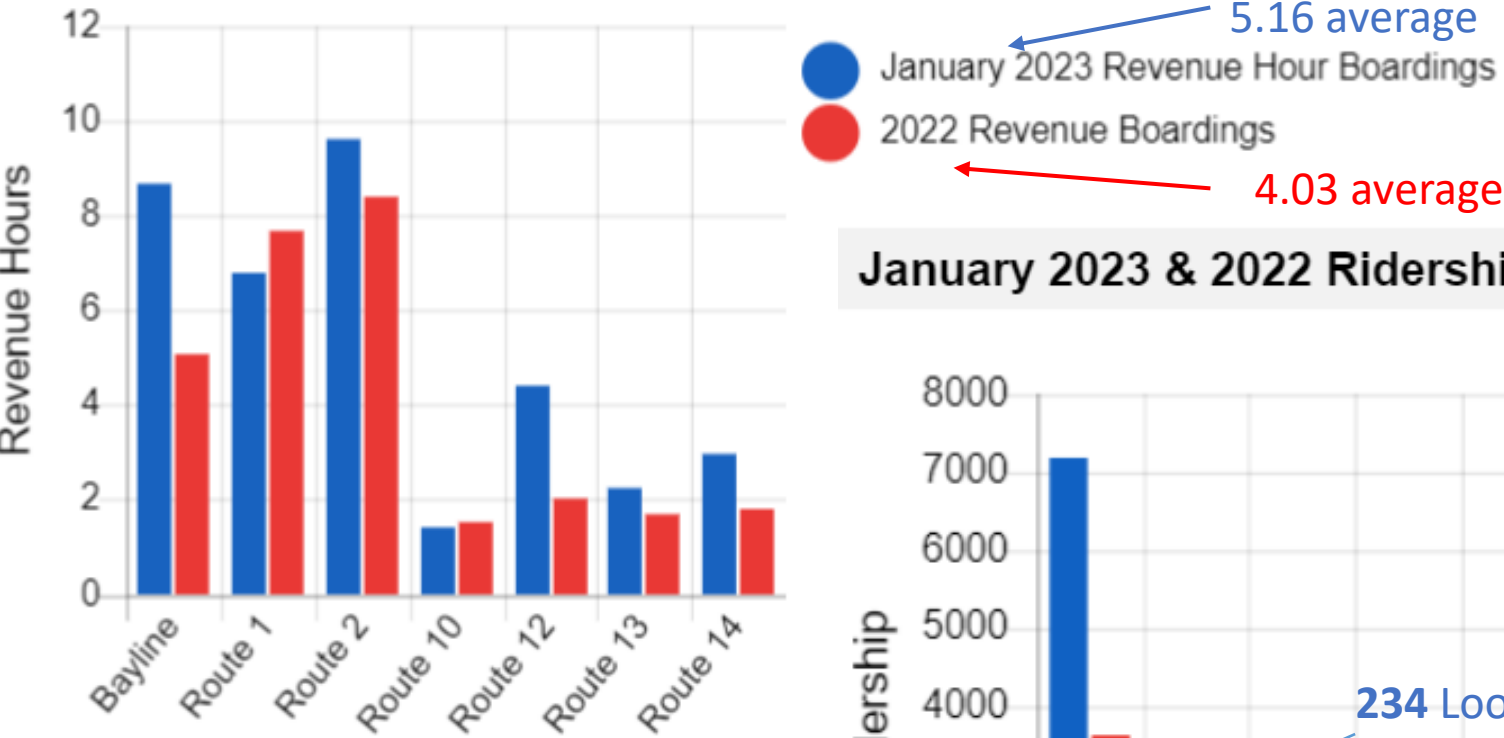
**2022 Q1 Total: 85,256**

2023 and 2022 Q1 Ridership Comparison by Route

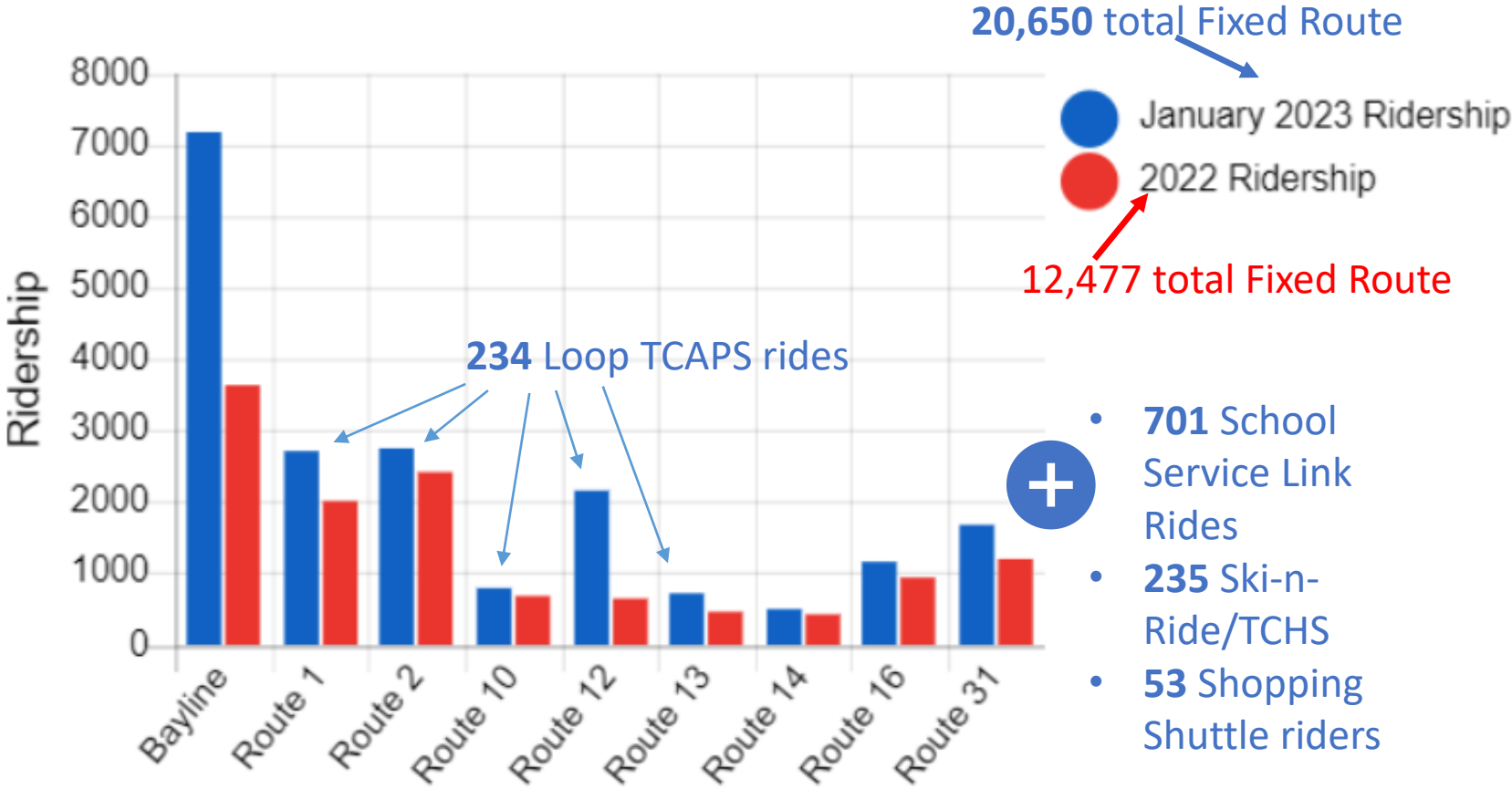




2023 & 2022 Revenue Hour by Fixed Route January



January 2023 & 2022 Ridership Fixed Routes



## Q1 2023 Turnover Report

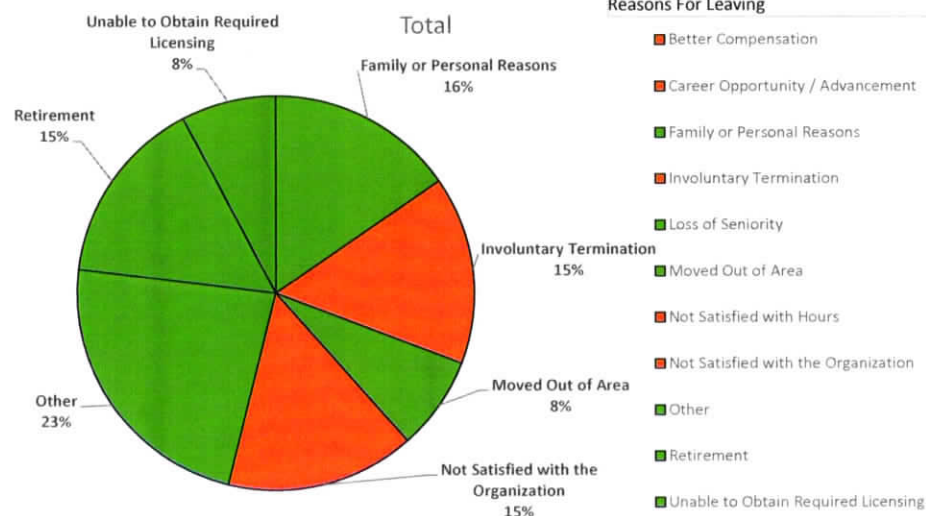
### Q1 2022

Position	Number of Ees
Driver	19
Mechanic	1
Grounds Supervisor	1
Dispatcher	3
Total Employee Turnover	24
Total # of Employees	100

### Q1 2023

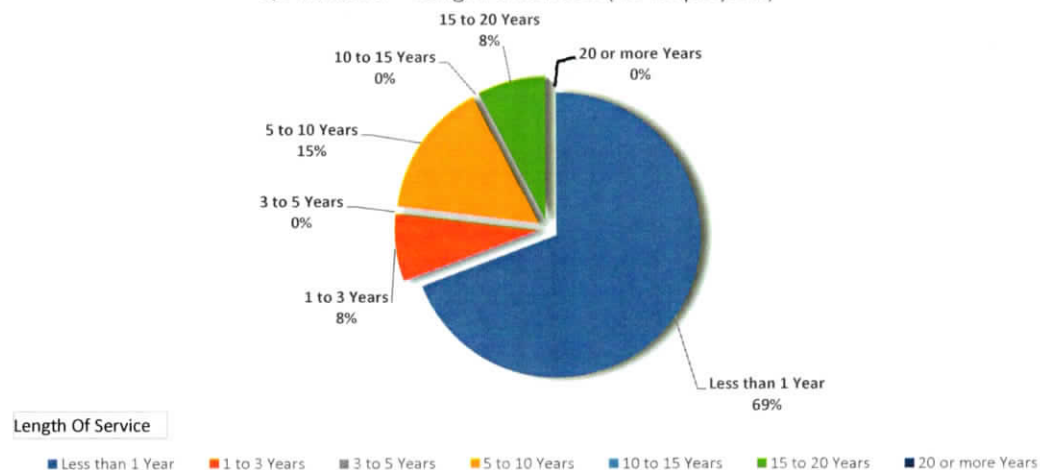
Position	Number of Ees
Driver	10
Dispatcher	1
Admin Assistant	1
Transportation Planner	1
Total Employee Turnover	13
Total # of Employees	104

Sum of Number of Ees



Sum of Number of EEs

### Q1 Turnover - Length of Service (13 Employees)



\*Total # of employees is based on employee count at the beginning of the reporting quarter



## **BATA Governance Committee Minutes**

Monday, February 13, 2023

12:00 p.m.

3233 Cass Road, Traverse City, Michigan 49684

1. Call to Order by Chairperson

John Somnavilla called the meeting to order at 12:06 pm

Members Present: John Somnavilla, Heather Harris-Brady, Robert Fudge

Other's present: Kelly Dunham, Britny Schwartz

2. First Public Comment

No public comment

3. Old Business

No old business presented.

4. New Business

a. Final Draft Board Compensation Policy

Robert Fudge asked for clarification on how the Board will turn in their Compensation requests. Kelly Dunham stated that BATA will be tracking Board member attendance to meetings and will provide the Board of Directors with a form for them to ensure accuracy, then sign and return to the Chairperson for approval and payment processing.

No changes are recommended by the committee, the final revision draft will be presented to the BATA Board at the February 23, 2023, meeting.

b. First Draft Board Recognition Policy

The committee requested further verbiage be added to the policy to state that the Board of Directors can approve a Board Resolution for Directors serving on the Board of Directors for less than 10 years.

No additional changes are recommended by the committee, the final revision draft will be present to the BATA Board at the February 23, 2023, meeting.

c. Board Composition Discussion

The committee began discussing the composition of the board, identifying gaps in representation and a process to solicit additional board members should the new board structure be adopted.

d. Meeting Location and Recording Discussion

Heather Harris-Brady presented a list of potential meeting locations that correspond with BATA's services, expressing that if the Board desires to move the meeting locations, it should be done with a purpose. After further discussion, the Governance Committee reached consensus to potentially move the location of the Leelanau County meeting to a more accessible location. Staff will investigate the possibility of housing the meeting somewhere else such as the Suttons Bay village offices, library, or Chamber of Commerce.

The Governance Committee will further review this item in April and present any location change recommendations to the Board at the April regular meeting.

All were in favor of recording the meetings going forward.

5. Second Public Comment

There was no public comment.

6. Adjournment

Robert Fudge motioned to adjourn the meeting at 1:05 pm, Heather Harris-Brady seconded the motion.

**BATA Finance Oversight Team**  
**1:00pm February 13, 2023**  
**3233 Cass Road, Traverse City, MI**  
**Notes**

**Board Members Present:** Richard Cochrun, Bob Fudge, John Somnavilla  
**Staff Present:** Kelly Dunham, Chris Davis, Phil Masserant

**1. January 2023 Income Statement Review**

Phil presented the January income statement in a slightly different presentation format. The FOT provided feedback.

**2. FY22 Surplus Allocation**

The FOT discussed potential allocations of the FY22 approximate \$3 million surplus. There are several potential capital items that could be funded with the surplus such as smaller vehicles, technology, and any remaining funding gaps for the new facility. The FOT will present a recommendation for the allocation of the FY22 surplus to the BATA Board at the April 2023 regular meeting.

**3. Driver Compensation/Recruiting Incentive Discussion**

The FOT continued to discuss alternatives to the \$10k recruiting and retention plan that ends on June 30.

**4. Payroll/HRIS Purchase**

The FOT reviewed and discussed a purchase request for new HRIS/Payroll software. The need for the software was created by BATA's existing software (Ascentis) for payroll and HRIS no longer being supported. Ascentis was purchased in the past year by UKG. The initial purchase of UKG software is \$29,468, requiring Board approval. There is ample room in the FY23 budget for the purchase.

**5. Disposal of Cass Road Facilities**

The FOT discussed the listing agent selection process. Kelly will send a notice to the commercial agents in the area requesting proposals for listing BATA's properties. The FOT will review the proposals once received.

**6. Investment Strategy Recommendation**

Phil presented an additional lookback analysis of the Michigan Class investment options. The recommendation to invest with Michigan Class will be presented to the BATA Board at the next regular meeting.

## Bay Area Transportation Authority and Traverse City Area Public Schools partner to battle driver shortage

WCMU | By Sean Chase

Published February 3, 2023 at 4:51 PM EST

On Monday, Traverse City Area Public Schools began a partnership with Bay Area Transportation Authority to provide afternoon bus rides for students free-of-charge.

“TCAPS is going to cover the ride of all students who utilize BATA after school,” said Eric Lingaur, BATA’s Director of Communication and Development. “So, we’ll keep track of the ridership by students showing their student ID on the buses, and then BATA will be reimbursed by TCAPS.”

Currently, TCAPS high schools are offering students rides to school in the morning. But afternoon rides are only offered on alternating days.



“TCAPS is experiencing a shortage of bus drivers,” Lingaur said. “And so, they had to make a tough decision and reduce services for its two high schools in the area. And so, BATA is trying to supplement where TCAPS is not able to provide transportation, specifically in the afternoons, after school.”

While BATA will help fill the gaps in TCAPS yellow bus schedule, the partnership doesn’t mean students always ride free.

“(Students) can use BATA to get to school in the morning, but TCAPS is only covering the gaps where they are not offering yellow bus service,” Lingaur said.

Although the routes won’t go directly to student’s homes, BATA adjusted routes to get students as close as possible.

"The routes are using existing BATA services, so some of the routes do have stops near their home/final Destination locations," Lingaur said. "But other buses will connect to routes that will disperse throughout Grand Traverse and Leelanau counties to get them as close to home as possible."

The partnership is scheduled to run through February 10. After that they will evaluate BATA usage and school bus driver staffing.

"For anybody looking for information on what routes and services may match their need for their students, they can go to our website BATA.net," Lingaur said. "And we've got a web page dedicated to the different high school transportation options."

According to TCAPS Superintendent John VanWagoner, after the first week of services is complete, TCAPS will receive information regarding how many students utilized BATA's services.

LINK: <https://radio.wcmu.org/local-regional-news/2023-02-03/bay-area-transportation-authority-and-traverse-city-area-public-schools-partner-to-battle-driver-shortage>

# Image360, BATA Team Up to Help Local Non-Profits in Traverse City

Sunday, February 5th 2023, 12:54 PM EST / Updated: Sunday, February 5th 2023, 5:51 PM EST

By Erin Hatfield

LINK: <https://michigan.newsnetmedia.com/story/48313136/image360-bata-team-up-to-help-local-nonprofits-in-traverse-city?fbclid=IwAR0yO1wbwBERJYqNdw6M1xoS4ogndnYB5DRR76bOrEdWk5V5PHuKbtXY-Sg>

Two Traverse City companies have partnered up to help bring more attention to local non-profits.

In December, Image360 and BATA announced an initiative to provide free traveling billboards for selected northern Michigan nonprofits that will be featured on the side of multiple BATA buses throughout Grand Traverse and Leelanau Counties.



The initiative will allow Image360 to work with nonprofit organizations to design and print the traveling billboard surrounding the nonprofit's mission or

promote upcoming special events the nonprofit will host.

From there, the billboard will be showcased on various BATA buses that will be seen throughout the region at absolutely no cost to nonprofit organizations.

Communications and Development Director Eric Lingaur tells us that he believes this is a unique way to help non-profits.



He says "One of the nice things about this partnership is being able to get eyeballs for an exposure for their organization. And it's, it's there's something really unique about having a bus with a large canvas that has your organization's message for spread across the whole thing driving around Grand Traverse and Leelanau County. It's just kind of something that's unique. And you see it go from creative on the screen to being up on the side of a bus, which just makes it really, really unique from that perspective."

So far, the nonprofits include GT Regional Land Conservancy, GT Conservation District, Leelanau Conservation District, The Watershed Center Grand Traverse Bay and FLOW (For the Love of Water), however, the owner of Image360 tells us that the goal is to open up the program this year to more non-profits.

Andrew Kohlmann, the owner of Image360, states "The idea is in the fall of 2023, we're going to open the program back up for additional nonprofits. And there's still details to be developed. But keep your ears open. And we'll be excited to share that news, probably in late summer of this year, on how more nonprofits can take advantage of this program."

Andrew adds that the non-profits would likely be selected via a lottery system or voting method that chose between 3-5 non-profits per year, and BATA would decide to time they receive on the bus.

# Bus breakthrough: TCAPS extends BATA program to stem driver shortage

By Grace George [ggeorge@record-eagle.com](mailto:ggeorge@record-eagle.com) / Feb 11, 2023

LINK: [https://www.record-eagle.com/news/local\\_news/bus-breakthrough-tcaps-extends-bata-program-to-stem-driver-shortage/article\\_7dc59f74-a8b1-11ed-83d6-c7b00eccd652.html](https://www.record-eagle.com/news/local_news/bus-breakthrough-tcaps-extends-bata-program-to-stem-driver-shortage/article_7dc59f74-a8b1-11ed-83d6-c7b00eccd652.html)

TRAVERSE CITY — The largest school district in northern Michigan teamed up with a local transportation authority to make up for gaps in their transportation service caused by a shortage of bus drivers.

Like most schools in the region, Traverse City Area Public Schools, which covers 270 square miles and serves about 9,000 northern Michigan students, struggled to hire and keep on enough bus drivers to fully staff their transportation department in recent years. This led to consolidated and extended routes, but the number of bus drivers on staff at TCAPS recently hit a low point, causing the school district to cut some afternoon bus services and partner with the Bay Area Transportation Authority.



The Hall Street Transfer Station in Traverse City on Friday.  
Record-Eagle/Mike Krebs

“BATA really stepped forward to help as much as they could,” TCAPS Communications Manager Ginger Smith said.

On Jan. 23, TCAPS adopted a new transportation schedule in which Central High School receives afternoon transportation on Monday, Tuesday and every other Friday while West Senior High School receives afternoon transportation Wednesday, Thursday and every other Friday.

Students at Traverse City High School are typically shuttled to and from Central or West high schools in the mornings and afternoons. TC High students get shuttled to a nearby BATA stop at the Northwest Education Services Career Tech Center in Traverse City on afternoons when their home high school does not have transportation service.

All morning transportation and all transportation at TCAPS middle and elementary schools have remained unchanged.

TCAPS also sends a late bus every day to the high school that does not have afternoon transportation to pick up any students who were unable to get home from school. The TCAPS administration is not aware of many students using this late bus route, Smith said.

Smith said there also is no indication that the recent changes to TCAPS transportation services have impacted attendance. Community members have helped students get to and from school and have been patient through these changes, which the district is thankful for, Smith said.

Since Jan. 23, TCAPS also partnered with BATA to give students free rides — the school is charged for their ridership — which does not include BATA's on-demand services. BATA also modified some of its routes to better align with students' needs and get student riders as close to their homes in the afternoon as possible, BATA Communications Director Eric Lingaur said.

Between Jan. 23 and Jan. 31, BATA provided 234 rides to TCAPS students, not including their free Bayline route, Lingaur said. That's an average of about 30 student riders per day.

TCAPS's partnership with BATA was set to only last until Friday, but TCAPS has just extended that timeline. TCAPS will now continue this schedule and partnership until the school district's spring break, which begins March 27.

BATA also has struggled to hire and maintain a full staff of bus drivers in recent years as well, Lingaur said. Right now, BATA is running 75 to 80 percent of its services, and would need about 14 more drivers to return to its previous full capacity.

Like some other jobs within schools, bus drivers have odd hours — split-shifts between the morning and afternoon — and they require background checks as well as expensive qualifications.

School districts and transportation authorities in the region have made several attempts to make the job more appealing, including sign-on bonuses, paid training and offers for other work around the district to bring them up to full-time employees.

Some of these offered incentives have worked, but many school districts in the region are still struggling to fully staff their transportation departments.

Smith said that the TCAPS administration is hopeful and confident that they will continue to hire drivers and bring transportation services back to full capacity after spring break. As of earlier this week, Smith said that the school district has already hired three new drivers, who will need a few weeks of training before they can start covering routes.

As previously reported, Benzie County Central Schools had a similar partnership with Benzie Bus, but this is the first time that BATA and TCAPS have officially teamed up like this, and it could lead to future partnerships as well, Smith and Lingaur said.

“I think it makes sense to partner like this to provide transportation to students,” Lingaur said.

Lingaur added that the partnership also shows students the benefits of using public transportation and may make them more inclined to use BATA in the future as well.

But Lingaur and Smith both said it’s currently unclear exactly how a future partnership would look like and what TCAPS’s future needs will be.

# BATA helps school district struggling with bus driver shortage

by Marc Schollett - Monday, January 23, 2023

LINK: <https://upnorthlive.com/news/local/bata-helps-school-district-struggling-with-bus-driver-shortage>

GRAND TRAVERSE COUNTY, Mich., (WPBN/WGTU) -- Northern Michigan's largest school district is having to think outside the box when it comes to getting students to and from school.

And on Monday night, a possible temporary solution could help some families.

"We are just in a real dire straits situation," said Dr. John VanWagoner, superintendent of Traverse City Area Public Schools.

Getting kids to and from class at TCAPS has been a challenge.

Too many students for too few bus drivers.

TCAPS has been aggressively trying to hire.

"We have a signing bonus; we've had increased wages over the past year; we have paid training," Dr. VanWagoner said.

But still, they are more than a dozen drivers short of where they need to be.

So, changes were implemented.



Pictured are busses for the Bay Area Transportation Authority (UpNorthLive News)

"We have to look at, at least temporarily, reducing some routes high school wise, and not be able to pick up every kid every day," Dr. VanWagoner said.

But help for parents and students may be coming from another organization that knows a thing or two about getting people from here to there.

"For anybody who needs to get from point A to point B, we want to be able to have a transportation option available for that," said Eric Linguar, director of communications and development with the Bay Area Transportation Authority.

BATA is stepping up to provide an option for TCAPS high school students who need rides.

"So, TCAPS is going to cover the cost of all ridership," Linguar said. "All students need to do is show their student ID... and BATA will provide... a free ride for their transportation."

Parents don't need to make reservations or even notify either TCAPS or BATA.

Linguar said they have tweaked some routes to make sure busses are where they need to be to meet the potential new riders.

"Whether it's a... fixed route that goes out to Interlochen or a route that runs by the library on Woodmere, we have all those different transportation outlines outlined with TCAPS and on BATA's website that show that you need to do."

It's a band-aid for a bus driver shortage.

But it's one that families may value and BATA is pleased to provide.

If there's any way that we can partner together to help... alleviate some of the strain and give some people some more options, that's all we're about," Linguar said.

Again, information about routes and procedures is available on both TCAPS and BATA's websites.

With the high school students taking final exams this week, BATA expects to have a better idea of ridership numbers next week.

## After One Week, BATA Busing High School Students Has ‘Gone Very Smoothly’

Zachariah Wheaton; 01/31/2023 11:00 PM EST

LINK: <https://www.9and10news.com/2023/01/31/after-one-week-bata-busing-high-school-students-has-gone-very-smoothly/>

It’s been a little over a week since the Bay Area Transportation Authority began busing high school students in Traverse City, and they say there’s been no issues so far.

The change in busing comes after a shortage in school bus drivers for Traverse City Area Public Schools left some students without a ride.

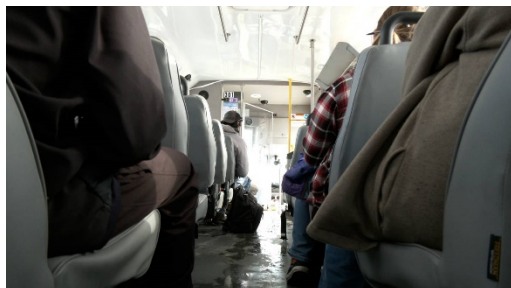


**BATA School Bus** Traverse City West High School students board BATA bus after school.

“We’re only into the second week of it so far, but the students are adapting well,” says BATA Communications Director, Eric Lingaur.

Lingaur says while some students have liked the change, it’s been a learning curve for others.

“Some of them it’s new. It’s figuring out which route to hop on, which bus to transfer to get them as close to home as possible, because they’re using existing BATA services to supplement the lack of yellow bus transportation,” Lingaur admits.



**BATA School Bus** Students from Traverse City West High School ride BATA bus from school.

BATA is giving rides to high school students from Traverse City Central and West. On one of the routes,



the bus takes students from Traverse City West High School and drops them off at the Hall Street Station. At which point students are picked up by parents or hop on another bus that takes them closer to home.

Linguar says everything has gone smoothly so far and says there's been no concerns over student safety. He also gives credit to TCAPS for getting the word out to students and parents. A student at Traverse City West High School says she's actually been enjoying the change so far.



### BATA School Bus

"I've [ridden] both and this is a lot better. It's got Wi-Fi and air conditioning and less people," she states.

BATA is in conversations with TCAPS to find out how long they will need their help. Their current timeline is until Feb. 10.

"It's all about community partnerships and trying to help out. And at the bottom line we're just trying to get people home as safely as possible whether they're students or regular BATA riders. If public transit can provide support that's what it's all about," Linguar says.

## COMPLIMENTS TO BATA STAFF

Date Received	Employee	Route #	Comment	Dept
02/01/23	Mike Lyon	VL 12A	Janet wants to express gratitude to Mike as he was attentive to her waving him down at a flag stop and also helped her get her seatbelt secure. He then had us hold bus 1 for her to catch at Hall St. She is very grateful for all his kindness and Janet wishes to thank us for hiring him .	Loop
02/06/23	Jim Lafaive, Sarah Bye	Link 15	Maureen wanted to thank Jim LaFaive as she decided at the last minute to catch the 9:49 bus this morning and he saw her coming as he pulled away from the stop so he backed up and picked her up. She also stated that Jim and Sarah are the best drivers we have and she just loves them. She also added that BATA is absolutley wonderful.	Link

Greetings BATA Board of Directors!

I hope you've all been enjoying the more frequent sunny days this past month. I sure have! Thank you for taking the time over the last couple of weeks to meet/have a conversation with our strategic planning consultants from TransPro. They are compiling feedback to shape the activities of our upcoming retreat on March 16<sup>th</sup> which will start at 9am at Hotel Indigo. The agenda is expected to go until 5pm.

The Governance Committee and the Finance Oversight Team both met earlier this week to discuss a variety of agenda items, some of which are also on the full board agenda for consideration this month. Please be sure to review the minutes/notes from those meetings to be sure you have the background for items slated for consideration this month.

We have 3 presentations on the agenda this month which may make for little longer than usual meeting but it's all important information that will make for time well spent. I've asked Eric Lingaur to provide us with a recap/update of the 5 year technology plan so that we can keep this information top of mind as we go into our strategic planning session as well as to bring the new board members up to speed. Rob Carson and Hannah Yurk from Networks Northwest will provide an update to the Board on the MPO transition process, and finally, Josh Sullivan from Rehmann will be presenting you with the FY22 audit results. Other agenda items are follow up items from the Finance Oversight Team and Governance Committee policies.

You will see several media stories in your packet this month. These are part of the new "correspondence" section of the consent agenda. You may have seen the continued coverage of the TCAPS transportation support, which has gone quite well and will be continuing at least through the end of March. Eric and I will be having conversations with TCAPS' leadership as to any long term support they foresee and if BATA has the capacity to provide.

In light of the heavy agenda, I have not assigned a discussion topic for this meeting.

As always, I look forward to seeing all of you next week! In the meantime, if there are any questions, please contact me at 231-675-2885.

Respectfully,

Kelly Dunham



# Transit Technology Plan Update



**BATA Board Presentation**  
February 23, 2023

# Why did BATA develop a Technology Road Map?

- **Fulfilling Millage Promises:** Adding new user-friendly technology is one of the top improvements the community has requested.
- **Aging Technology:** BATA's technology has started to become antiquated and is having trouble meeting the current needs of the community and positioning to adapt to future growth.
- **Timeline and Budget and Integration:** Acquiring new technology takes planning and establishing a 5-year road map helps prioritize and provide direction to meet BATA's technology goals. Selecting technologies that integrate and allow future growth with a new facility on the horizon.
- **BATA Board approved approach in February 2021.**

# Approved Projects on Deck

## Project Improvement Areas

Project / Capital Expense Item	Improves Operations	Improves Customer Experience	2023	2024 Est.	2025 Est.	Total Estimated Budget
Project A: Fixed Route CAD/AVL & Automated Vehicle Announcements	✓	✓	Implementation in progress (live June 2023)			
Project B: On-Demand / Demand Response CAD/AVL	✓	✓	Implementation in progress (live May 2023)			
Project C: Facility, Fleet and Yard Asset Management System	✓		Researching options & pricing			
Project D: Automatic Passenger Counter (APCs)	✓			\$150,000		
Project E: Automated Planning and Scheduling Software	✓			\$50,000		
Project F: Fare System (Farebox & Central System Replacement)	✓	✓			\$1,350,000	
<b>Total Expense</b>			<b>\$ -</b>	<b>\$ 200,000</b>	<b>\$ 1,350,000</b>	<b>\$ 1,550,000</b>

- All project capital expenses are conservative estimates and include full system features and functionality. Project costs can be potentially lowered by adjusting project scope and through a competitive bidding RFP process.
- Projects A and B are fully grant funded. BATA has secured an additional \$624,000 in technology grant funds to date for Projects C-F and will continue to search for additional funding opportunities.

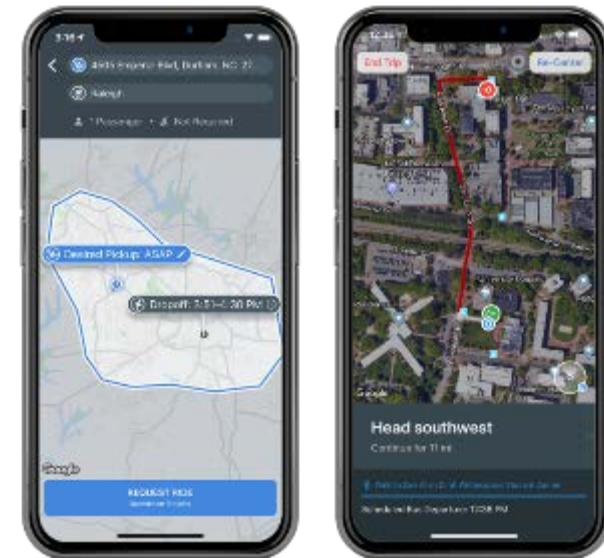
# Priority Projects & Benefits

- **Project A: Fixed Route CAD/AVL (Computer Aided Dispatch and Automotive Vehicle Location) – *In progress***
  - Benefits and Opportunities:
  - Install new on-board computer or tablet with user-friendly functionality that will be the central point of interface and control between central systems and on-board components.
  - Improved data and voice communications between on-board and central systems.
  - Turn by turn navigation instructions and graphical detour and service disruption information.
  - Provide real-time vehicle tracking information to staff and customers and supply real-time data information to third parties for the development of arrival time predictions.
  - Enhanced reporting capabilities include NTD reporting which is required now that BATA will be receiving the “Small Urban” transit system designation.
  - Additional capabilities include Audio Automated Vehicle Announcements (AVA).



# Priority Projects & Benefits

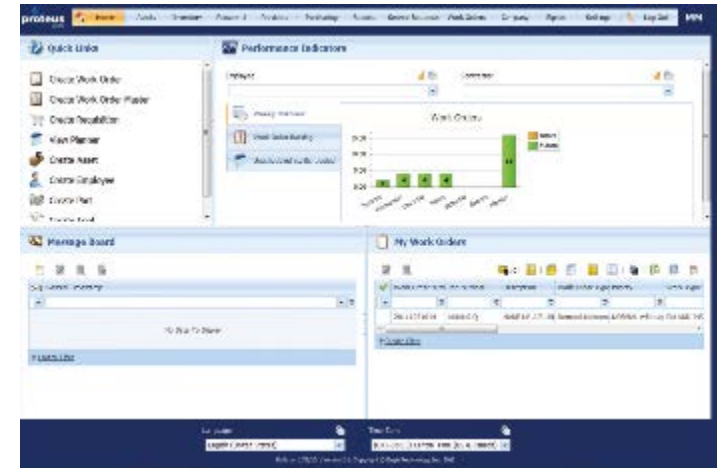
- **Project B: Demand Response / On-Demand / Specialized Paratransit CAD/AVL (Computer Aided Dispatch and Automotive Vehicle Location) – *In progress***
  - Benefits and Opportunities:
  - On-Demand service availability for BATA's entire service area should the agency choose to do so.
  - Real-time vehicle tracking.
  - Vehicle routing (scheduling) in real time.
  - Service provider management and paratransit capabilities.
  - Online and app booking functionality.
  - Enhanced reporting capabilities include NTD reporting which is required now that BATA will be receiving the "Small Urban" transit system designation.





# Priority Projects & Benefits

- **Project C: Fleet and Facility Computerized Maintenance Management System (CMMS)**
  - BATA has a basic maintenance tracking and management system that functions but could more to improve efficiency and connectivity.
  - Benefits:
  - Mileage and fuel use tracking.
  - Inventory tracking and automatic purchase order generation.
  - User-friendly system allowing for in-field use for management of in-service dispatch and robust reporting capabilities.
  - Asset/facilities management.
  - Integrated maintenance and finance management for purchase order processing.



# Priority Projects & Benefits

- **Project C: Fleet Yard Asset Management**

- BATA has a basic manual fleet tracking system for vehicle management, but it can be hard to find and navigate the vehicle resources needed for daily operation.
- Driver vehicle inspections are currently done manually using paper forms.
- In the new HQ facility buses will be parked indoors in a lane formation, which will make timing and tracking of vehicle assets even more essential.



- Benefits:
- Support tracking of all BATA assets.
- Supports Transit Asset Management (TAM) reporting.
- Provides data to optimize maintenance operations and maximize vehicle availability.
- Automated vehicle inspection reports will create a lean digital process to retain required maintenance documents.
- Schedule periodic maintenance, create and process work orders and track warrant.
- Yard management.
- Track parts inventories using technologies such as barcode enabled workstations.



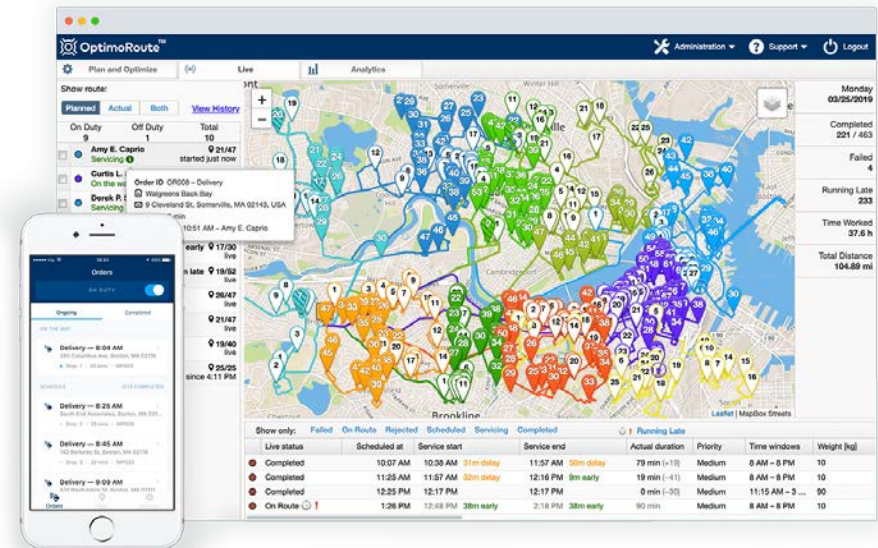
# Priority Projects & Benefits

- **Project D: Automatic Passenger Counting System**
  - BATA currently tracks ridership and passenger traffic manually.
  - Current process for tracking ridership is time consuming, adds another driver function and delays real-time ridership data collection.
  - Benefits:
    - Provides consistent up to date ridership data.
    - Reduces manual work to collect ridership data.
    - Supports NTD reporting.



# Priority Projects & Benefits

- **Project E: Automated Planning & Scheduling System**
  - BATA currently has no fixed route planning or scheduling software solution.
  - Routes are developed manually and involve multiple processes.
  - Benefits:
    - Route design software for stops, stations, timing points, and other location data.
    - Improves payroll process (integrated planned work time, via interface with payroll system). Can also help automate scheduling and bid management.
    - Automated generation of GTFS files with automatic schedule updates to Transit App, Google Maps and Apple Maps.
    - Enhanced data functionality that can build on census and other data for future route planning and adjustments.



# Priority Projects & Benefits

- **Project F: Fare System (Farebox & Central Fare System Replacement)**
  - BATA's current fare system is reaching the end of its useful life and not be supported by the vendor by the end of 2023.
  - The current fare software is old and difficult to navigate and program allowing for limiting reporting and functionality.
  - Maintenance and repair of the mechanical fare box components is time consuming and can interrupt service delivery.
- Benefits:
  - Reduced required maintenance.
  - Better data reporting.
  - Automated farebox issue logging.
  - Self-serve reload web-portal for riders to purchase fare or renew fare passes.
  - Supporting all fare types on-board.





# Outside Original Technology Plan

- **Workforce and Payroll Software Replacement**
  - BATA's current workforce and payroll software vendor (Ascentis) was recently acquired by another company, and they are discontinuing the product.
  - The new product offering is called UKG and will require a small capital and operational investment for the transition.
- **Financial Software Upgrade**
  - Quickbooks has limited functionality and BATA needs a financial software with better customization.
- **Phone System for New Facility**
  - Explore an upgraded to BATA's phone system as part of the new Operations Headquarters that is less costly to modify and maintain and has better functionality to better suite our evolving needs.

## Bay Area Transportation Authority



### **RESOLUTION: 2023-02**

#### **Michigan Class Resolution**

**Whereas**, certain public agencies, such as this public agency ("Public Agency" or collectively "Public Agencies"), desire to enter into or have entered into an interlocal agreement substantially in the form attached hereto (the "Participation Agreement") for the purpose of exercising jointly the power each Public Agency has to invest its surplus funds; and

**Whereas**, this Public Agency is a public agency as described under the Participation Agreement and is authorized by Michigan law to invest its funds in certain investments; and

**Whereas**, Act 20 of 1943, Section 129.91, as amended (Public Act 20), authorizes Public Agencies to invest surplus funds in certain permissible investments; and Section 1 (1h) of Public Act 20 permits public agencies to cooperatively invest public monies through an interlocal agreement, such as Michigan CLASS, under the Urban Cooperation Act of 1967.

**Whereas**, this Governing Body deems it advisable for this Public Agency to adopt and enter into the Participation Agreement and become a participant for the purpose of the joint investment of this Public Agency's money with those of other Public Agencies to enhance the investment earnings accruing to each Public Agency.

**Now, therefore**, be it resolved as follows,

- 1) This Governing Body adopts the Participation Agreement substantially in the form attached hereto, which is incorporated in this Resolution by reference thereto, and agrees to join with other Public Agencies to become a participant under the terms of the Participation Agreement and to accept additional Public Agencies as new participants without subsequent action.
- 2) This Governing Body agrees to and concurs in the appointment of those Trustees either being appointed, to be appointed, or currently serving as members of the Board of Trustees created under the Participation Agreement and recognizes those Trustees and their successors as the appointees of this Public Agency.
- 3) The Governing Body acknowledges and confirms the representation, warranties, and covenants provided in the Participation Agreement to the Investment Advisor and Custodian under the Participation Agreement upon which they may respectively rely.
- 4) The Governing Body hereby authorizes the authorized officer (the "Authorized Officer") to take such actions and execute any and all such documents as they may deem necessary and appropriate to effectuate the entry by this Public Agency into the Participation Agreement and the adoption thereof by this Public Agency.

- 5) This Governing Body understands and agrees that it shall not amend or repeal this Resolution except to the extent necessary to alter the limitations imposed on the Authorized Officer, to change Authorized Officers, or to withdraw from the Participation Agreement.
- 6) All resolutions and parts of resolutions in conflict with this Resolution shall be and hereby are amended or repealed to the extent of such conflict.

### **CERTIFICATE**

The undersigned duly qualified Board Secretary of the Bay Area Transportation Authority certifies the foregoing is a true and correct copy of a Resolution adopted at a legally convened meeting of the Bay Area Transportation Authority held on February 23, 2023.

---

Robert A Fudge,

Secretary of the Board of Directors

Dated: February 23, 2023





Dated as of October 1, 1991 by and among

The Michigan Public Agencies that have entered into this Agreement for the purpose of combining funds available for investment and appointing an Investment Advisor

(Restated with Amendments through November 1, 2021)

This Participation Agreement dated as of October 1, 1991 (the Participant Agreement) constitutes an interlocal agreement creating a legal entity pursuant to Section 5 of Act 7 of the Public Acts of the Extra Session of 1967, as amended (the Urban Cooperation Act of 1967), entered into by and among the Michigan Public Agencies that have adopted an Authorizing Resolution substantially in the form of this Participation Agreement for the purpose of exercising jointly each participating Public Agency's independent power to invest Surplus Funds.

WHEREAS, Section 28 of Article 7 of the Michigan Constitution of 1963 provides, among other things, that the Legislature of the State of Michigan shall "authorize two or more counties, townships, cities, villages or districts, or any combination thereof to enter into contractual undertakings or agreements with one another...for the joint administration of any of the functions or powers which each would have the power to perform separately" and "to share the costs and responsibilities of such functions and services with one another"; and

WHEREAS, pursuant to the Urban Cooperation Act of 1967 a Public Agency is authorized to exercise jointly with any other public agency of the State any power, privilege, or authority that such agencies share in common and that each might exercise separately; and

WHEREAS, each Public Agency is permitted pursuant to the provisions of the Michigan laws to invest certain of its Surplus Funds in statutory Permitted Investments; and

WHEREAS, each Public Agency will receive a substantial benefit by agreeing to invest such funds in concert with the other Participants because of economies of scale; and

WHEREAS, it will increase the efficiency of such investment if the Surplus Funds are invested through one entity, the Custodian; and

WHEREAS, it will increase the efficiency of the investment if the record keeping and other administrative functions are performed by one entity, the Investment Advisor, and if the investment instructions of the Participants are transmitted through one entity, the Investment Advisor, to the Custodian; and

WHEREAS, the governing body of each Public Agency desiring to become a Participant has adopted an Authorizing Resolution in the form attached hereto as Exhibit D, authorizing the responsible officer of the Public Agency to invest the Surplus Funds of the Public Agency pursuant to this Participant Agreement; and

NOW, THEREFORE, in consideration of the premises and the representations, warranties, covenants, and agreements contained herein, the Public Agency hereby adopts the following Participation Agreement and agrees to be bound by its terms:

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**ARTICLE I**  
**DEFINITIONS**

**Account** is defined as any account opened and maintained pursuant to Section 7.3(a) by the Custodian for the benefit of the Participants and to which the Investment Property of the Participants is credited and opened.

**ACH** is the Automated Clearing House.

**Act** refers to the Urban Cooperation Act of 1967, Act No. 7 of the Public Acts of the Extra Session of 1967, as amended, being Sections 124.501 to 124.512 of the Michigan Compiled Laws, or any successor act.

**Additional Fund** shall have the meaning ascribed to it in Section 3 hereof.

**Affiliate** refers to any Person, another Person directly or indirectly in control of, controlled by, or under common control with such Person, or any officer, director, partner, or employee of such Persons.

**Authorized Officer** is the person authorized by a Participant in an Authorizing Resolution authorized to act on behalf of the Participant.

**Authorizing Resolution** is a resolution of a Public Agency authorizing the Public Agency to become a Participant, samples of which are attached hereto as Exhibit D-1 and D-2 (the Sample Authorizing Resolution).

**Balance** for each Participant means the Investment Property Value of a Participant's account on any given day.

**Board** refers to the Board of Trustees created by Article IV.

**Business Day** is a day on which banks are not required or authorized by law to close in the State and on which the Investment Advisor or Custodian is not closed.

**Conflicting Provisions** shall have the meaning set forth in Section 12.3 hereof.

**Contribution Procedures** are the procedures for making contributions to the Investment Property set forth in Exhibit A.

**Custodian** is the Person appointed and under the direction of the Investment Advisor pursuant to Article VII.

**Custodian Agreement** is the agreement entered into by and between the Investment Advisor and Custodian.

**Fund** means any of the funds established by the Investment Advisor pursuant to Section 6.3 hereof.

**Investment Advisor** is any Person appointed, employed, or contracted with by the Board to manage the Investment Property.

**Investment Advisor Agreement** is the agreement entered into between the Investment Advisor and the Board.

**Investment Advisor Liabilities** are any liabilities for the Investment Advisor under Section 11.1 for which indemnification is not provided by Section 11.3.

**Investment Authority Acts** refer to Act No. 20 of 1943, as amended, being Sections 129.91 to 129.97a of the Michigan Compiled Laws; Act No. 451 of 1976, as amended, being Sections 380.1 to 380.1853 of the Michigan Compiled Laws; Act No. 331 of 1966, as amended, being Section 389.1 to 389.195 of the Michigan Compiled Laws; Act No. 94 of the Public Acts of 1933, as amended, being Sections 141.101 to 141.140 of the Michigan Compiled Laws; and any successor act thereto and any other act that authorizes the investment of Surplus Funds.

**Investment Criteria** are the objectives and standards for Permitted Investments set forth in Exhibit E.

**Investment Funds** are immediately available Surplus Funds delivered by each Participant to the Custodian for investment pursuant to this Participation Agreement but only if (i) such Participant is authorized pursuant to the law of the State to invest such funds and (ii) the Participant has taken all actions necessary pursuant to the laws of the State to authorize the delivery and investment of such funds.

**Investment Property** refers to any and all property - real, personal, or otherwise tangible or intangible - that is transferred, conveyed or paid to an Account by any Participant pursuant to Section 3.6 hereof and all proceeds, income, profits, and gains therefrom that have not been distributed to the Participant pursuant to Section 3.7 hereof, used to discharge an Investment Property Liability or offset by losses and expenses.

**Investment Property Liability** is defined as any liability (whether known, unknown, actual, contingent, or otherwise) incurred in connection with the Investment Property pursuant to this Participation Agreement.

**Investment Property Value** means the value of the Investment Property net of the amount of the Investment Property Liabilities as determined pursuant to the Investment Advisor Agreement and the Valuation Procedures described in Exhibit C hereto.

**Michigan CLASS** is an investment program under the Act known as the Michigan Cooperative Liquid Assets Securities System, the separate legal and administrative entity created by this Participation Agreement.

**Participant** is a Public Agency that has entered into a Participation Agreement.

**Participant in Good Standing** is a Participant with greater than a Zero Balance.

**Participation Agreement** means this Participation Agreement dated as of October 1, 1991 by and among the Participants, as amended from time-to-time.

**Permitted Investments** are bonds, securities, and other obligations of the United States or any agency or instrumentality of the United States in which the principal and interest is fully guaranteed by the United States; securities issued or guaranteed by the Government National Mortgage Association; United States government or Federal agency obligation repurchase agreements that are secured by the transfer of title and custody of obligations to which the repurchase agreements relate that maintain the market value of those obligations during the life of the repurchase agreement at levels equal to or greater than the amounts advanced and for which an undivided interest in those obligations are pledged to the Participants or to the Custodian on behalf of the Participants; and any other investment permissible to all Participants individually under the Investment Authority Acts that the Board may authorize upon recommendation of the Investment Advisor.

**Person** refers to any municipal corporation, district, corporation, natural person, firm, joint venture, partnership, trust, company, corporation, unincorporated organization, group government, or any political subdivision, department, or agency of the government.

**Person in Good Standing** is an Authorized Officer of a Participant with greater than a Zero Balance who does not serve on the Board of any other investment program in the State substantially similar in form to Michigan CLASS.

**Prime Fund** shall have the meaning ascribed to it in Section 6.3 hereof.

**Public Agency** refers to a county, city, village, township, school district, authority, or any other political subdivision organized under the laws of the State and a public agency under the Act that at all times is:

- (a) a political subdivision of the State of Michigan or a public instrumentality of the State of Michigan within the meaning of Section 3(a)(2) of the Securities Act of 1933, as amended; and
- (b) a political subdivision of the State of Michigan or an agency, authority, or instrumentality of the State of Michigan or any of its political subdivisions within the meaning of Section 2(b) of the Investment Company Act of 1940, as amended.



**Record Date** is the date no more than 30 days prior to the date of any vote of the Participants, as fixed by the Investment Advisor.

**State** means the State of Michigan.

**Surplus Funds** refers to money that belongs to or is under the control of the Public Agency and is available for investment in Permitted Investments, not being required by law or agreement with bondholders to be segregated and invested in a specific manner.

**Trustee** refers to any member of the Board of Trustees created pursuant to Article IV.

**Valuation Procedures** are the procedures for determining the value of the Investment Property set forth in Exhibit C.

**Withdrawal Procedures** are the procedures for requesting payments out of the Investment Property set forth in Exhibit B.

**Zero Balance** means any Participant's Balance that is less than or equal to \$0.00.

**ARTICLE II**  
**ESTABLISHMENT**

2.1. Establishment, Purpose: Through the creation of the Board, the Participants hereby establish a separate legal and administrative entity organized and existing pursuant to the Act for the purpose of exercising jointly each participating Public Agency's independent power to invest Surplus Funds.

2.2. Name: The name of the entity created by this Participation Agreement shall be Michigan Cooperative Liquid Asset Securities System (Michigan CLASS), and the Board shall conduct the entity's activities, execute all documents, and sue and/or be sued under that name. The Board may use such other distinctions, including Michigan CLASS, and they may adopt such other name or names as they deem proper, and the entity may hold property and conduct its activities under such designations or names. The Board shall take such action as they, acting with the advice of counsel, shall deem necessary or appropriate to file or register such names in accordance with the laws of the State or the United States of America so as to protect and reserve the right of the entity in and to such names.

2.3 Participation Requirements, Changes of Incumbency:

(a) Only those Public Agencies that have adopted this Participation Agreement and have complied with its provisions may become Participants.

(b) Each Public Agency adopting and executing this Participation Agreement and otherwise complying with the provisions hereof shall become a Participant; however, only those Participants carrying greater than a Zero Balance are entitled to voting rights, as described in Section 3.4.

2.4. Location: Michigan CLASS shall maintain an office of record in the State and may maintain such other offices or places of business as the Board may from time-to-time determine. The office of record may be changed from time to time by resolution of the Board and notice of such change of the office of record shall be given to each Participant.

### ARTICLE III

#### PARTICIPANTS

3.1. Method of Participation: Any Public Agency that wishes to become a party to this Participation Agreement may do so by adopting an Authorizing Resolution, such as, for example, the Authorizing Resolution attached here to as Exhibit D, and, upon adoption, delivering a certified copy of the Authorizing Resolution to the Investment Advisor. A copy of this Participation Agreement shall be adopted through incorporation by reference into the Authorizing Resolution of the Public Agency. The Investment Advisor shall provide written notification to the Custodian and other Participants of the admission of a new Participant. Any Public Agency that becomes a Participant shall have the same rights and obligations hereunder as any other Participant.

3.2. Exercise of Participants' Rights: All rights of the Participants as set forth in this Participation Agreement shall be exercised by their respective Authorized Officer. Wherever in this Participation Agreement action is required by or allowed to a Participant, such action shall be taken by the Authorized Officer on behalf of the Participant. All notices required to be sent to Participants shall be sent to the Authorized Officer.

3.3. Election of the Board of Trustees: The Participants in Good Standing shall elect the members of the Board.

3.4. Voting:

(a) Subject to subsection (b) below, each Participant in Good Standing, through its Authorized Officer, shall be entitled to one vote as a matter of right with respect to the following matters:

- (i) Election of the Board;
- (ii) Amendment of the Participation Agreement;
- (iii) Termination of the Participation Agreement; and
- (iv) Reorganization of the Participation Agreement.

(b) Any Participant who has a Zero Balance as of any Record Date remains a Participant but has no voting rights as of such Record Date. A Participant shall regain voting rights upon a subsequent Record Date if on such subsequent Record Date, the Participant carries greater than a Zero Balance.

3.5. Proxies: An Authorized Officer may vote by proxy, provided that no proxy shall be voted unless it shall have been placed on file with the Secretary of Michigan CLASS or with such other Officer of Michigan CLASS as the Secretary may direct. All proxies shall be revocable at the option of the Authorized Officer at any time prior to the vote.

3.6. Contributions:

(a) After the Participation Agreement is effective and the Investment Advisor Agreement is entered into with the Investment Advisor, each Participant shall have the right from time-to-time to deliver Investment Funds to the Custodian for credit to such Participant's Balance. A Participant that wishes to make such a delivery shall notify the Investment Advisor and follow the

Contribution Procedures set forth in Exhibit A. Upon the receipt of a notice from a Participant, the Investment Advisor shall notify the Custodian, by written or electronic notification, of the notice and the amount to be invested by the Participant.

(b) The Balance of a Participant shall be increased upon the delivery of Investment Funds by an amount equal to the amount of such Investment Funds.

(c) Upon receipt of a Participant's Investment Funds, the Custodian shall deliver a confirmation to the Investment Advisor. The Investment Advisor shall note the increase in such Participant's Balance, shall retain a copy of the confirmation in its records, and shall deliver electronic confirmation of the delivery to the Participant.

(d) If the Investment Advisor has received notice that a Public Agency no longer qualifies as a Participant or that any funds delivered pursuant to Section 3.6 are not Investment Funds, the Investment Advisor shall request the Custodian to return to such Participant such funds, and such Participant shall bear all of the costs and liabilities associated with the delivery of such funds.

3.7. Withdrawals:

(a) Each Participant shall have the right from time-to-time to request, in accordance with the Withdrawal Procedures set forth in Exhibit B hereto, that the Investment Advisor notify the Custodian to pay to the Participant, or to its order, any amount (rounded to the nearest whole cent) that is less than or equal to its Balance at the time that payment is made pursuant to such request.

(b) Upon the receipt of any withdrawal request, the Investment Advisor shall notify the Custodian, by written or electronic notification, of the withdrawal request from the Participant, and the requested amount (rounded to the nearest whole cent) shall be paid by the Custodian to, or on behalf of, such Participant.

(c) Whenever any payment is made to, or to the order of, any Participant pursuant to Section 3.7(b) hereof, such Participant's Balance shall be reduced by the Investment Advisor by the amount of such payment.

(d) Subject to the terms and conditions of this Participation Agreement, the Custodian shall honor a Participant's request, upon notice from the Investment Advisor, to pay to a Participant any amount (rounded to the nearest whole cent) that is less than or equal to such Participant's Balance at the time payment is made.

(e) Each Participant agrees that, without prior notice, the right to withdrawals may be temporarily suspended or postponed for the whole or any part of any period (i) during which

trading in securities generally on the New York Stock Exchange or the American Stock Exchange or over-the-counter market shall have been suspended or minimum prices or maximum daily charges shall have been established on such exchange or market; (ii) a general banking moratorium shall have been declared by Federal or State authorities or; (iii) there shall have occurred any outbreak or material escalation of hostilities or other calamity or crisis, the effect of which on the financial markets of the United States is such as to make it impracticable (a) to dispose of the Investment Property because of the substantial losses that might be incurred or (b) to determine the Investment Property Value in accordance with the Valuation Procedures set forth in Exhibit C. The Investment Advisor shall determine on behalf of the board when an event occurs that, under this Section entitles the Custodian to temporarily suspend or postpone a Participant's right to withdrawals and shall immediately notify the Custodian and each Participant by telephone or electronic medium of such determination. Such a suspension or postponement shall not itself directly alter or affect a Participant's Balance. Such a suspension or postponement shall take effect at such time as is determined by the Investment Advisor and thereafter there shall be no right to request or receive payment until the first to occur of (a) in the case of (i) or (ii) above, the time at which the Investment Advisor declares the suspension or postponement at an end, that declaration shall occur on the first day of the period specified in the clause (i) or (ii) above shall have expired; and (b) in the case of (iii) above, the end of the first day on which the period specified in clause (iii) above is no longer continuing. Any Participant that requested a payment prior to any suspension or postponement of payment may withdraw its request at any time prior to the termination of the suspension or postponement.

3.8. Receipt of Statements and Reports; Requests:

(a) The Investment Advisor on behalf of the Board shall provide to each Participant a copy of any statements or reports prepared pursuant to the Investment Advisor Agreement and applicable to such Participant.

(b) In addition, each Participant may direct the Investment Advisor to provide a statement of the value of the Participant's Balance as of the date of the request. The Investment Advisor shall provide such statement.

(c) Each Participant may direct the Investment Advisor to maintain the records relating to such Participant in a manner that subdivides the Participant's Balance into subaccounts or other special accounts to accommodate the desire of such Participant to segregate a portion of its Investment Funds and Investment Property related to the Participant's Balance.

(d) No Participant shall be entitled to any reports or statements applicable solely to another Participant.

(e) The Board is entitled to any reports or statements applicable to any or all Participants as it shall request of the Investment Advisor and prepared pursuant to the Investment Advisor Agreement.

3.9. Termination of Participation:

(a) Any Participant may withdraw from this Participation Agreement at any time upon written notice to the Investment Advisor, who shall promptly notify the Custodian and the other Participants upon receipt of such notice of withdrawal. Upon its withdrawal from this Participation Agreement, a Participant shall cease to have any rights or obligations under this Participation Agreement except for any indemnification obligations set forth in Article XI arising on or before the date of withdrawal. A notice of withdrawal shall be deemed to constitute a request under the Payment Procedures that an amount equal to the requesting Participant's Balance as of the date of such notice be paid to such Participant. No withdrawal shall become effective until such Participant has a Zero Balance, and until such time, such Participant shall continue to possess all the rights, and to be subject to all the obligations, arising from this Participation Agreement.

(b) Any Participant that no longer qualifies as a Public Agency that breaches any material covenant contained in Article IX hereof or for which any of the representations contained in Article VIII hereof ceases to be true shall be deemed to have given a notice of withdrawal pursuant to Section 3.9(a) hereof immediately upon such disqualification, breach, or cessation but shall not be deemed to have requested the payment of its Balance unless, and until, it either makes an actual payment request or the Investment Advisor determines that such a disqualification, breach, or cessation has occurred.

## ARTICLE IV

### BOARD OF TRUSTEES

4.1. Establishment of Board: The management of Investment Property shall be under the direction of the Board of Trustees that is hereby created by this Participation Agreement as a separate entity.

4.2. General Powers: The Board shall serve as the fiduciary for the Participants and shall have exclusive and absolute control over the Investment Property to the same extent as if the Board were the sole owner of the Investment Property in its own right. All powers granted by this Participation Agreement to the Investment Advisor or Custodian shall also be considered powers of the Board that have been delegated for the term of the agreement with the Investment Advisor. The Board may perform such acts as they determine in their sole discretion as proper for conducting the business of the Board. The enumeration of any specific powers shall not be construed as limiting the powers of the Board. Such powers may be exercised with or without an order or other action by any court. In construing the provisions of this Participation Agreement, the presumption shall be in favor of a grant of power to the Board.

4.3. Investment and Management; The Investment Program: The Board shall have the power to subscribe for, invest in, reinvest in, purchase, or otherwise acquire, hold, pledge, sell, assign, transfer, exchange, distribute, or otherwise deal in or dispose of Permitted Investments pursuant to the Michigan CLASS Investment Policy attached hereto as Exhibit F-1. In accordance with Section 10.1(d) hereof, the Michigan CLASS Investment Policy may be amended upon providing Participants 30 days' notice of such amendment. In the exercise of its powers, the Board shall not be limited to Permitted Investments maturing before the possible termination of this Participation Agreement.

The general investment policy and objective of the Board shall be to provide to the Participants the preservation of capital and liquidity while providing a competitive investment yield by investing in Permitted Investments. The Board shall appoint an Investment Advisor and the Board is directed to enter into the Investment Advisor Agreement with the Investment Advisor consistent with the terms of this Participation Agreement. The Investment Advisor Agreement shall not be for a term greater than ten years but may be subject to renewal for successive terms. The Investment Advisor shall have the power to manage the Investment Property including the authority to exercise all powers vested by this Section with the Board other than the designation of additional investments as Permitted Investments.

4.4. Title to Investments; Rights as Holders of Investment Property: Legal title to all Investment Property shall be vested in the Board on behalf of the Participants and shall be held by and transferred to the Board except that the Board shall have full and complete power to cause legal title to any Investment Property to be held, if permitted by law, in the name of any other Person as nominee, on such term, in such manner and with such powers as the Board may determine, so long as in the judgment of the Board the interests of the Board and the Participants are adequately protected.

The Board shall have full and complete power to exercise all of the rights, powers, and privileges appertaining to the ownership of the Investment Property to the same extent that any

individual might and, without limiting the generality of the foregoing, to vote or give any consent, request, or notice or waive any notice either in person or by proxy or power of attorney with or without the power of substitution, to one or more persons, which proxies and powers of attorney may be for meeting or actions generally, or for any particular meeting or action, and may include the exercise of discretionary powers.

4.5. Payment of Expenses: The Board shall have full and complete power:

(a) to incur and pay any charges or expenses which in the opinion of the Board are necessary or incidental to or proper for carrying out any of the purposes of this Participation Agreement;

(b) to pay any taxes or assessments validly and lawfully imposed upon or against the Investment Property or the Board in connection with the Investment Property or upon or against the Investment Property or income or any part thereof;

(c) to reimburse others for payment of such expenses and taxes; and

(d) to pay appropriate compensation or fees from the Investment Property to a person with whom the Board has contracted or transacted business.

All payments or expenses incurred pursuant to this Section will be a liability payable solely from the Investment Property. The Trustees shall not be paid compensation for their services as Trustees hereunder.

4.6. Power to Contract, Appoint, Retain and Employ: The Board is responsible for the investments of Michigan CLASS consistent with the investment policy established in this Participation Agreement and for the general administration of the business and affairs of Michigan CLASS. Subject to the limitations expressed in Section 4.11 of this Participation Agreement, the Board shall have full and complete power to, and shall at all times, appoint, employ, retain, or contract with any person of suitable qualifications (including any corporation, partnership, trust, or other entity of which one or more of them may be an Affiliate) for the transaction of the affairs of the Board.

4.7. Insurance: The Board shall have full and complete power to purchase or to cause to be purchased and pay for, entirely out of Investment Property, insurance policies insuring Michigan CLASS, officers, employees, and agents of Michigan CLASS individually against all claims and liabilities of every nature arising by reason of holding or having held any such office or position or by reason of any action alleged to have been taken or omitted by Michigan CLASS or any such person, officer, employee, and agent including any action taken or omitted that may be determined to constitute negligence, whether or not Michigan CLASS would have the power to indemnify such person against such liability.

4.8. Borrowing and Indebtedness: The Board shall not borrow money or incur indebtedness whether or not the proceeds thereof are intended to be used to purchase Permitted Investments except as a temporary measure to facilitate the transfer of funds to the Participant that might otherwise require unscheduled dispositions of portfolio investments but only to the extent permitted by law.

4.9. Remedies: Notwithstanding any provision in this Participation Agreement, when the



Board deems that there is a significant risk that an obligor to Michigan CLASS may default or is in default under the terms of any obligation of Michigan CLASS, the Board shall have full and complete power to pursue any remedies permitted by law that, in their sole judgment, are in the interests of Michigan CLASS, and the Board shall have full and complete power to enter into any investment, commitment, or obligation of Michigan CLASS resulting from the pursuit of such remedies as are necessary or desirable to dispose of property acquired in the pursuit of such remedies.

4.10 Information Statement: The Board shall have full and complete power to prepare, publish, and distribute an Information Statement regarding Michigan CLASS and/or any of the Funds created hereunder and to amend or supplement the same from time to time.

4.11. Contracting with Affiliates: To the extent permitted by law, the Board may enter into transactions with any Affiliate of any of the Trustees or any Affiliate of the Investment Advisor if:

(a) each such transaction (or type of transaction) has, after disclosure of such affiliation, been approved or ratified by the affirmative vote of a majority of the Board including a majority of the Trustees who are not Affiliates of any person who is a party to the transaction with the Board, and

(b) such transaction (or type of transactions) is, in the opinion of the Board, on terms fair and reasonable to the Board and the Participants and at least as favorable to them as similar arrangements for comparable transactions with organizations unaffiliated with the Board or with the person who is a party to the transaction with the Board.

4.12. Further Powers: The Board shall have full and complete power to take all such actions, do all such matters and things, and execute all such instruments as they deem necessary, proper, or desirable in order to carry out, promote, or advance the interests and purposes of Michigan CLASS although such actions, matters, or things are not herein specifically mentioned. Any determination as to what is in the best interest of Michigan CLASS made by the Board in good faith shall be conclusive. In construing the provisions of this Participation Agreement, the presumption shall be in favor of a grant of power to the Board.

**ARTICLE V**  
**TRUSTEES**

5.1. **Number and Qualification:**

- (a) The Board shall have at least nine (9) but no more than thirteen (13) members.
- (b) The members of the Board shall be comprised of at least one (1) but not more than four (4) members from each of the following Participant categories:
  - (i) Counties;
  - (ii) Cities/Villages;
  - (iii) Townships;
  - (iv) School Districts (including intermediate school districts); and
  - (v) Other Public Agencies not listed above (including community colleges).

The Board shall be the sole judge of the election and qualification of its members.

- (c) Only a Person in Good Standing is eligible for election to the Board.

5.2. **Term of Office:** The term of office for a Trustee elected prior to 2022 shall be three years, and in accordance with the Election Policy approved by the Board and set forth in Exhibit G attached hereto, the term of office for all Trustees elected in 2022 and thereafter shall transition to four year terms, or until a successor has been appointed and qualified. Terms of office for all Trustees shall begin at the meeting of the Board following the election. Trustees may serve any number of successive terms. The term of Trustees shall be staggered such that the term of at least three Trustees shall expire in any year.

5.3. **Election of Trustees:**

- (a) Participants in Good Standing shall elect Trustees by a majority vote of those voting Participants in accordance with Section 3.4. Prior to each vote, the Board shall prepare a ballot containing sufficient candidates to assure that at least one but no more than four Trustees from each Participant category listed in Section 5.1(b) above may be elected.
- (b) Elections procedures shall be further set forth by the Election Policy approved by the Board and attached hereto as Exhibit G.
- (c) After each election, each Participant shall by this Participation Agreement be considered to have appointed each person elected by such vote as their Trustee unless and until removed pursuant to Resignation according to Section 5.4 or Removal according to Section 5.5.

5.4. Resignation of Trustees: Any Trustee may resign without need for prior or subsequent accounting by notice in writing signed by the Trustee and delivered to the Board, and such resignation shall be effective upon such delivery or at a later date specified in the written notice.

5.5. Removal of Trustees: As provided in Section 7 of the Act, the governing body of each Participant may vote at will to remove one or more of the Trustees it appointed. A Trustee removed by a Participant will not be considered the appointee of that Participant but shall remain a member of the Board unless removed by a majority of the Participants. If a Participant elects to remove all of the Trustees it appointed, the Participant will be considered to have terminated its participation and withdrawn from this Participation Agreement. Any Trustee can be removed from the Board for all Participants for good cause by the action of at least two-thirds (2/3) of the remaining Trustees.

5.6. Vacancies: The term of office of a Trustee shall terminate and a vacancy shall occur in the event of the death, resignation, adjudicated incompetence, or other incapacity to perform the duties of the office, or removal by a majority of the Participants pursuant to Section 5.5 hereof, of a Trustee. In the case of a vacancy, the Board continuing in office shall, by majority vote, appoint another person as a replacement Trustee to serve until the expiration of the term for the office to which the replacement Trustee is appointed. The replacement Trustee shall be considered, unless removed pursuant to Section 5.5, the appointee of each Participant.

5.7. Meetings:

(a) The Annual meeting of the Board shall be the last meeting of the calendar year and shall be for the purpose of the election of officers, setting the calendar for regular meetings, and other organizational matters as provided in the Bylaws.

(b) Regular meetings of the Board shall be established annually in the method described in the Bylaws of the Board and may be held without call or notice at the time and place so established.

(c) Special meetings of the Board may be held from time to time upon the call of the Chairperson or any two Trustees in the manner described in the Bylaws of the Board.

(d) A quorum of the Board shall be a majority of all Trustees appointed and serving. Any action of the Board may be taken at a meeting by a simple majority vote of those Trustees present and voting, provided a quorum is present, unless a supermajority is required by another Section of this Participation Agreement or by law of the State.

(e) Meetings of the Board shall be subject to the Open Meetings Act (Act No. 267 of 1976, being Sections 15.261-15.275).

(f) With respect to any Affiliate of any Trustee, Trustees who are so affiliated within the meaning of Section 4.11 of this Participation Agreement or otherwise interested in any action to be taken must disclose such affiliation or interest. Such Trustees may be counted for quorum purposes, but such Trustees shall not be entitled to vote upon any matter related to the Affiliate or interest.

5.8. Bylaws: The Board shall adopt, and may, from time to time, amend or repeal Bylaws for the conduct of the business of the Board, and in such Bylaws, may among other things, define the duties of the respective officers, agents, employees, and representatives of the Board, and shall establish the

rules of calling of meetings and determination of regular and special meetings.

5.9. Officers. The Board shall annually elect a Chairperson and other officers having the responsibilities and powers described in the Bylaws.

**ARTICLE VI**  
**INVESTMENT ADVISOR**

6.1. Appointment:

(a) The Board shall appoint an Investment Advisor for the purpose of fulfilling the responsibilities provided the Investment Advisor under this Participation Agreement, and each Participant hereby delegates to the Board the authority to enter into an agreement with the Investment Advisor for a period not to exceed ten years and on the terms set forth in this Participation Agreement. Such Investment Advisor Agreement may be renewed for successive terms.

(b) The Investment Advisor shall be required pursuant to the Investment Advisor Agreement to accept such appointment and to agree to render the services and to assume the obligations set forth therein and in this Participation Agreement, for the compensation provided in the Investment Advisor Agreement.

6.2. Duties and Obligations of the Investment Advisor:

(a) The duties of the Investment Advisor shall be those set forth in the Investment Advisor Agreement. Such duties may be modified by the Board from time-to-time. The Board may authorize the Investment Advisor to effect purchases, sales, or exchanges of Investment Property on behalf of the Board or may authorize any officer, employee, agent, or member of the Board to affect such purchases, sales, or exchanges pursuant to recommendations of the Investment Advisor, all without further action by the Board. Any and all of such purchases, sales, and exchanges shall be deemed to be authorized by the Board. The Board has authorized the establishment of a primary fund for the investment of Surplus Funds of the Participants in Section 6.3 hereof and may direct the Investment Advisor to establish specially designated Funds with specific investment characteristics pursuant to Section 6.3 of this Participation Agreement; the establishment thereof shall not require any further action of the Board. After such direction, any such establishment of specially designated Funds shall be deemed authorized by the Board.

(b) The Participants and the Board delegate no discretion to the Investment Advisor hereunder to invest Investment Property in any but Permitted Investments and the Investment Advisor shall expressly refuse to accept any delegation of such discretion. Except as set forth herein and subject to law, the decision of how to invest or not to invest shall remain at all times under the control of the Board. The Investment Advisor is directed to cause Investment Property of each Participant to be invested in concert in Permitted Investments and consistent with the investment criteria set forth in Exhibit E, Exhibit F-1, or such other exhibits created pursuant to Section 6.3 hereof. The Investment Advisor shall have no additional discretion than that stated in this Participation Agreement in carrying out the directions set forth in this Section 6.2 or Section 6.3.

(c) The Investment Advisor shall at no time have custody of, or physical control over, any of the Investment Property. The Investment Advisor shall, upon approval of the Board, appoint a Custodian as defined in the Participation Agreement to receive, hold for reinvestment, and clear all Investment Property. The Investment Advisor shall not be liable for any act or omission of

the Custodian but shall be liable for the Investment Advisor's acts and omissions as provided herein. Each Participant and the Board direct the Custodian to act, and the Custodian shall agree to act in accordance with the instructions of the Investment Advisor.

(d) The types of Permitted Investments into which Investment Property shall be invested is determined by the Board pursuant to the Participation Agreement and, subject to Section 6.3 hereof, the Board delegates the selection of investments within those Permitted Investments to the Investment Advisor. All actions of the Investment Advisor in selecting investments that meet the investment parameters contained herein and in implementing the sale or purchase of securities are taken on behalf of the Board.

6.3. Funds: The Investment Advisor shall cause the Custodian to establish a primary fund (the "Prime Fund") for the investment of Surplus Funds of the Participants. The Prime Fund shall be invested in Permitted Investments pursuant to the criteria and policies contained in Exhibit E and Exhibit F-1 hereto. Notwithstanding anything in this Participation Agreement to the contrary, the Investment Advisor may, upon the direction of the Board, cause the Custodian to establish specially designated Funds, in addition to the Prime Fund, with specified investment characteristics that fully comply with the Investment Authority Acts (the "Additional Funds" and, together with the Prime Fund, the "Funds"). The Investment Advisor may cause the Custodian to establish each such Additional Fund once the Board or its designee has approved in writing the investment characteristics of such Additional Fund, which characteristics may include, without limitation, restrictions on amounts to be invested, holding periods prior to payments, or certain other conditions to be met for payments, such as possible payment penalties, special investment criteria or additional fees for administering such Additional Fund. If established, any such Additional Fund shall consist only of Permitted Investments, and the investment characteristics of each such Additional Fund shall be set forth in a separate investment policy made an exhibit to this Participation Agreement, which exhibit shall be titled "Exhibit F- " with the applicable number being inserted in the blank. The establishment of such Additional Fund and the incorporation of the associated investment policy as an Exhibit hereto shall not be deemed an amendment of this Participation Agreement. According to the contribution procedures set forth in Section 3.6 hereof, a Participant may direct the Investment Advisor to invest its surplus funds in any of the established Funds. The Investment Advisor shall cause each such Fund to maintain accounts and reports separate from any other Fund. The Investment Advisor shall cause to be maintained a separate rating on each such Fund. All provisions of this Participation Agreement and the Investment Advisor Agreement shall apply to any such Funds.

6.4 Special Subaccounts: Notwithstanding anything in this Participation Agreement to the contrary, the Investment Advisor from time-to-time may propose to the Participants that the Participants establish specially designated, individualized subaccounts within any Fund with investment, withdrawal, contribution, or other characteristics different, but no broader, than those set forth in this Participation Agreement. Such characteristics may include, without limitation, certain restrictions on amounts to be deposited, the types of Permitted Investments to be made, and additional administration fees. A Participant in its sole discretion may create such proposed special, individualized subaccounts within any Fund. Any special subaccount that is created pursuant to this Section 6.4 shall be subject to the terms and investment policies set forth in the proposal of the Investment Advisor until the terms governing such special subaccount are amended by the specific Participant having such subaccount. To amend such terms, the Participant must provide to the Investment Advisor a special investment policy governing such special subaccount. Such investment policy may not be broader than the Investment Policy of Prime Fund attached to this Participation Agreement as Exhibit F-1, or if a subaccount is created for an Additional Fund, such investment policy may not be broader than the investment policy outlined in the exhibit corresponding to such Additional Fund and in no case shall it be broader than the Investment Policy contained in Exhibit F-1 hereto. The establishment of such special subaccounts and the amendment of the investment policy for such subaccount shall not be deemed an amendment of the Participation Agreement. The Investment Advisor shall calculate the return realized by such special subaccounts separate and apart from the returns realized by other subaccounts maintained for other Participants.

6.5 Successor: In the event that, at any time, the position of Investment Advisor shall become vacant for any reason, the Board may appoint, employ, or contract with a successor.

6.6 Third Party Beneficiary: The Participants expressly agree that the Investment Advisor is a third party beneficiary of this Participation Agreement.

**ARTICLE VII**  
**THE CUSTODIAN**

7.1. Appointment and Acceptance:

(a) Subject to the approval of the Board, the Investment Advisor is directed to appoint and provide direction to the Custodian. The Custodian shall be required to accept the duties and obligations of the Custodian described in this Participation Agreement.

(b) The Investment Advisor may appoint, with the consent of the Custodian, or authorize the Custodian to utilize sub-custodians to serve as a Custodian in the performance of the obligations of the Custodian hereunder provided that (a) the use of such sub-custodians is permitted under the law of the State, (b) the use of such sub-custodians will not render the performance of any provision of this Participation Agreement by any of the parties hereto invalid, illegal, or not permitted under the laws of the State, (c) the Investment Advisor shall use its best efforts to ensure that the collective interests of the Participants in the Investment Property is clearly indicated on the records of any sub-custodian, (d) the Investment Advisor shall use its best efforts to ensure that the collective interests of the Participants in the Investment Property is not diminished or adversely affected because of the Custodian's use of a sub-custodian, and (e) the sub-custodian is a bank or trust company, savings, and loan association or credit union eligible to be a depository of surplus funds of the State under Sections 3 and 6 of Act No. 105 of the Public Acts of 1855, as amended, being Sections 21.145 to 21.146 of the Michigan Compiled Laws. A sub-custodian does not include, and a Custodian may utilize, any Affiliate of the Custodian as a depository to hold or clear Investment Property or instruments evidencing Permitted Investments made with Investment Property in the name of any nominee of the Custodian on behalf of the Participants.

(c) The Custodian shall receive, hold for reinvestment, and clear all Investment Funds and Investment Property. The Custodian shall perform those functions with respect to Investment Funds and Investment Property as provided by this Participation Agreement and the Custodian Agreement.

(d) No Investment Funds or Investment Property received by the Custodian pursuant to this Participation Agreement shall be accounted for in any manner which might cause such Investment Funds or Investment Property to become assets or liabilities of the Custodian.

(e) With respect to school districts that are Participants, the Custodian and any sub-custodian utilized by the Custodian shall be considered, for purposes of Section 1223(2) of Act No. 451 of the Public Acts of 1976, as amended, being Section 380.1223 of the Michigan Compiled Laws, to be the depository of the funds of a school district from which a contribution under Section 3.6 was made and into which the instrument representing that contribution shall be deposited.

(f) The Custodian shall, within thirty (30) days of issuance, deliver a copy of its annual report to the Investment Advisor and the Board.



7.2. Resignation and Removal; Successors:

(a) The Custodian may resign upon the giving of at least ninety (90) days' prior written notice to the Investment Advisor.

(b) Subject to the approval of the Board, the Investment Advisor may remove the Custodian upon not more than sixty (60) days' prior written notice to the Custodian. Notwithstanding the foregoing, the removal of the Custodian shall not be deemed effective unless a successor shall have been chosen and accepted the position.

7.3. Powers:

(a) (i) The Custodian is authorized and directed to open and maintain, and the Custodian shall open and maintain, one Account for each Fund established by the Investment Advisor in the name of "(Name of Custodian) as Custodian for (Name of Fund) for the Benefit of the Participants who are parties to a Participation Agreement dated as of October 1, 1991, Restated with Amendments through November 1, 2021, and will accept for safekeeping and for credit to the Account, in accordance with the terms hereof, all Investment Funds delivered pursuant to Section 3.6 and Section 6.3 hereof, and the income or earnings derived therefrom, delivered to or collected by it for deposit in or otherwise held in the Account. The Custodian may accept funds hereunder and shall not be required to make an independent determination whether such funds are Investment Funds.

(ii) All securities and other non-cash Investment Property held in the Account shall be physically segregated from other securities and non-cash property in the possession of the Custodian and shall be identified as subject to this Participation Agreement.

(b) Only upon and in accordance with instructions of the Investment Advisor as provided herein shall the Custodian, for the account and risk of the Participants:

(i) receive and deliver Investment Funds and all other Investment Property;

(ii) exchange securities in temporary or bearer form for securities in definitive or registered form and surrender securities at maturity or earlier when advised for a call for redemption;

(iii) make, execute, acknowledge, and deliver as Custodian any and all documents or instruments (including but not limited to all declarations, affidavits, and certificates of ownership) that may be necessary or appropriate to carry out the powers granted herein;

(iv) make any payments incidental to or in connection with this Section 7.3(b);

(v) sell, exchange, or otherwise dispose of any and all Investment Property free and clear of any and all interests of any and all Participants, at public or private sale, with or without advertisement and execute and deliver any deed, power, assignment, bill of sale, or other instrument in connection therewith; and

(vi) exercise all other rights and powers and to take any action in carrying out the purposes of this Participation Agreement.

(c) (i) The Custodian shall collect the income on the Investment Property and distribute it in accordance with instructions of the Investment Advisor in accordance with Article III hereof;

(ii) the Custodian shall hold the Investment Property and all instruments evidencing Permitted Investments made with Investment Property (a) in its vaults physically segregated and held separate and apart from other property of the Custodian; (b) in its account at Depository Trust Company or other depository or clearing corporation in the name of the Custodian on behalf and for the benefit of the Participants; or (c) in a book entry account in the name of the Custodian on behalf and for the benefit of the Participants with the Federal Reserve Bank, in which case a separate accounting of the Investment Property shall be maintained by the Custodian at all times. The Investment Property and all instruments evidencing Permitted Investments made with Investment Property held by any such depository or clearing corporation or Federal Reserve Bank may be held in the name of their respective nominees, provide, however, that the custodial relationship and the interests of the Participants regarding such Investment Property and instruments shall be noted on the records of the Investment Advisor and the custodial relationship on behalf of the Participants shall be noted on the records of the Custodian;

(iii) with respect to enforcing rights in connection with the Investment Property, the Custodian shall have the power to act upon instruction of the Investment Advisor in order to prevent the loss or default upon Investment Property, including without limitation, the power to: (a) collect, sue for, receive, and receipt for all sums of money or other property due; (b) consent to extensions of the time for payment or to the renewal of any securities, investments, or obligations; (c) engage or intervene in, prosecute, defend, compromise, abandon, or adjust by arbitration or otherwise any actions, suits, proceedings, disputes, claims, demands, or things relating to the Investment Property; (d) foreclose any collateral, security, or instrument securing any investments, notes, bills, bonds, obligations, or contracts that are part of or relate to the Investment Property; (e) exercise any power of sale, and convey good title thereunder free of any and all interests of any and all Participants, and in connection with any such foreclosure or sale, purchase, or otherwise acquire title to any property; (f) be a party to the reorganization of any Person and transfer to the deposit with any corporation, committee, voting trustee, or other Person any securities, investments, or obligations of any Person that form a part of the Investment Property for the purpose of such reorganization or otherwise; (g) participate in any arrangement for enforcing or protecting the interests of the holders of such securities, investments, or obligations and to pay any assessment levied in connection with such reorganization or arrangement; (h) extend the time (with or without security) for the payment or delivery of any debts or property and to execute and enter into releases, agreements and other instruments; (i) pay or satisfy any debt or claims; and (j) file any financing statements concerning the Investment Property with the appropriate authorities to protect the Investment Property from any potential claim of any creditors of any of the Participants.

7.4. Custodian Relationship; Records:

(a) The Custodian shall hold the Investment Property for the collective benefit of each of the Participants. The Investment Property shall be the property of the Participants and shall not be or be deemed to be an asset or a liability of the Custodian.

(b) The Custodian acknowledges that the records concerning the Investment Property shall be maintained by the Investment Advisor and that such records shall conclusively determine the interests of each Participant in the Investment Property; the Custodian hereby agrees that such records are conclusively determinative of the interests of the Participants. The Investment Advisor shall cause such records to separately account for each Participant, and to show any deposits, earnings, withdrawals, or fees associated with the Participant. Notwithstanding the foregoing, the Custodian shall maintain its own internal records concerning the Account and the transactions contemplated by this Participation Agreement.

7.5. Reliance on Instructions:

(a) The Custodian shall accept and shall be fully protected if it relies upon the instructions actually received and given in writing or as otherwise provided by this Section by any authorized officer, employee, or agent of the Investment Advisor, and all authorizations shall remain in full force and effect until cancelled or superseded by subsequent instructions received by the appropriate account officer of the Custodian. The authorized officers, employees, or agents of the Investment Advisor shall be only such persons as are authorized by corporate resolution of the Investment Advisor duly certified in writing to the Custodian by the Investment Advisor's Secretary. The Custodian may rely on instructions received by generally accepted methods of transmission acceptable to the Custodian that the Custodian believes in good faith to have been given by an authorized person. The Custodian may also rely on instructions transmitted electronically through the Asset Management System ("AMS") or a customer data entry system or any similar electronic instruction system acceptable to the Custodian. The Custodian shall have no responsibility to assure that the instructions of the Investment Advisor either conform to the Participation Agreement or require actions to be taken which are authorized by law. The Custodian shall incur no liability as a result of any act or omission by the Custodian in accordance with instructions on which the Custodian is authorized to rely pursuant to the provisions of this Section 7.5.

(b) In the absence of bad faith or gross negligence on its part, the Custodian may conclusively rely, as to the truth and correctness of the statements expressed in notices, certificates, or documents submitted to it, and the Custodian need not investigate any fact or matter stated in any such notice, certificate, or document submitted to it or verify the accuracy of the contents thereof.

7.6. Subrogation: The Investment Advisor on behalf of the Board shall be entitled to be subrogated to the rights of the Custodian with respect to any claim against any other person or institution which the Custodian may have as a consequence of any loss or damage to the Investment Property. In such event, the Investment Advisor shall consult with the Custodian concerning selection of counsel and management of any litigation to recover for loss.

7.7. Insurance: The Custodian will maintain insurance coverage of the types and amounts reasonably appropriate based on the Investment Property Value of Michigan CLASS, as agreed to by

the Board, in accordance with the provisions set forth in Exhibit H.

7.8. Setoff: The Custodian shall have only the rights to setoff, recoupment, or similar rights against the Investment Property for any amounts owed to the Custodian pursuant to this Participation Agreement as expressly set forth in the Custodian Agreement. Any amendments or revisions to the provisions in the Custodian Agreement regarding setoff, recoupment or similar rights against the Investment Property shall be approved by the Board prior to such amendments or revisions taking effect.

**ARTICLE VIII**  
**REPRESENTATIONS AND WARRANTIES**

8.1. Representations and Warranties of Each Participant: Each Participant hereby represents and warrants that:

(a) the Participant has taken all necessary actions and has received all necessary approvals and consents in order to execute and deliver this Participation Agreement and to perform its obligations hereunder, including without limitation the appointment of the Investment Advisor; and

(b) the adoption and performance of the Participation Agreement does not violate the Participant's charter or organizational documents or any applicable general law or other local ordinance, rule or regulation; and

(c) the performance of this Participation Agreement has been duly authorized, and this Participation Agreement is the legal, valid, and binding obligation of the Participant, as of the date specified therein, are true and complete and contain no material misstatements of fact or omissions that render them misleading; and

(d) the certificates delivered hereafter by the Participant pursuant to this Participation Agreement, as of the date specified therein, are true and complete and contain no material misstatements of fact or omissions that render them misleading; and

(e) the adoption and performance of the Participation Agreement does not (i) conflict with or result in the breach or termination of, or (ii) otherwise give any other person the right to terminate, or (iii) constitute a default, event of default, or an event with notice or lapse of time, or both would constitute a default or an event of default under the terms of, any contract or permit to which the Participant is a party or by which the Participant or its properties are bound.

8.2. Representations and Warranties of the Investment Advisor: The Investment Advisor represents and warrants in the Investment Advisor Agreement that:

(a) the Investment Advisor is a duly organized and validly existing corporation, duly qualified to conduct business in the State; and

(b) the performance of its duties described under this Participation Agreement and the execution, performance, and delivery of the Investment Advisor Agreement have been duly authorized and are the legal, valid, and binding obligations of the Investment Advisor, enforceable against the Investment Advisor in accordance with their terms.

(c) it is a United States Securities and Exchange Commission registered investment advisor.

8.3. Representations and Warranties of the Custodian: The Custodian appointed by the Investment Advisor shall represent and warrant that:

(a) it is a duly organized and validly existing banking corporation, organized under the laws of the State and duly qualified to conduct business in the State; and

(b) the performance of this Participation Agreement has been duly authorized and is the legal, valid, and binding obligation of the Custodian, enforceable against it in accordance with its terms.

**ARTICLE IX**

**COVENANTS**

9.1. Source of Contributions: Each Participant hereby covenants that it will deliver pursuant to Section 3.6 only Investment Funds that constitute Surplus Funds and are permitted to be invested pursuant to the laws of the State and any ordinance or local regulation applicable to such Participant and that it will perform all actions required by the laws of the State and any ordinance or local regulation application to such Participation to be done prior to such investment.

9.2. Truth of Representations and Warranties: Each party to this Participation Agreement hereby covenants that it shall withdraw from this Participation Agreement prior to the time any of the representations and warranties made by it in Article VIII hereof ceases to be true.

9.3. Compliance With Law: The parties agree that this Participation Agreement is intended to comply fully with all provisions of the Act.

**ARTICLE X**  
**AMENDMENT AND TERMINATION**

10.1. Amendment.

(a) This Participation Agreement may be amended from time-to-time. The Participation Agreement may be amended upon:

- (i) a two-thirds (2/3) majority approving vote of the appointed Trustees;
- (ii) following the approval of the Board, the simple majority approving vote of the Participants; and
- (iii) following the approval of the Participants, the two-thirds (2/3) majority vote of those Trustees present at the meeting of the Board at which the amendment is being finally considered, reapproving the amendment.

(b) Notwithstanding the foregoing, the Board may from time-to-time, upon a two-thirds (2/3) vote of the Board and after 45 days prior written notice to the Participants, amend or alter the provisions of this Participation Agreement without the vote of the Participants that it deems in good faith to be necessary to conform this Participation Agreement to the requirements of applicable laws or regulations or any interpretation thereof by a court or other governmental agency of competent jurisdiction, but the Board shall not be liable for failing to do so. Notwithstanding the foregoing, no amendment may be made pursuant to this Section 10.1(b) that would substantively alter the rights of the Participants or liability of the Participants or Trustees.

(c) Any amendment executed pursuant to Section 10.1(a) or (b) hereof will be effective thirty (30) days after the last affirmative vote is obtained as required by Section 10.1(a) or (b) hereof. A certification signed by a two-thirds (2/3) majority of the Board setting forth an amendment and reciting that it was duly adopted or a copy of the Participation Agreement, as amended and executed by a two-thirds (2/3) majority of the Board, shall be conclusive evidence of such amendment.

(d) The amendment of any Exhibit to this Participation Agreement shall not be considered an amendment to the Participation Agreement and may be made by the Board to the extent consistent with the terms of the Participation Agreement. An amendment to an Exhibit pursuant to this Section 10.1(d) shall not be made effective until 30 days after each Participant has received notice of the amendment.

10.2. Termination:

(a) This Participation Agreement may be terminated at any time pursuant to the following procedures:



(i) a three-quarters (3/4) majority approving vote of the Trustees appointed and serving;

(ii) following the approval of the Board, the simple majority approving vote of the Participants; and

(iii) following the approval of the Participants, the three-quarters (3/4) majority vote of the Trustees appointed and serving, reapproving the termination.

(b) This Participation Agreement shall terminate automatically if:

(i) at any time after one year after the date of this Participation Agreement there are fewer than two Participants; or

(ii) the Board did not act to name a new Investment Advisor on or before the day that is immediately prior to the date on which the term of the Investment Advisor expires, or the resignation or withdrawal of the Investment Advisor would otherwise become effective.

(c) Upon the termination of this Participation Agreement pursuant to this Section 10.2:

(i) The Custodian and the Investment Advisor shall carry on no business in connection with the Investment Property except for the purpose of the protecting the value of the Investment Property, satisfying the Investment Property Liabilities and winding up its affairs in connection with the Investment Property;

(ii) The Custodian and the Investment Advisor shall proceed to wind up their affairs in connection with the Investment Property and all of the powers and responsibilities of the Custodian and the Investment Advisor under this Participation Agreement shall continue until the affairs of the Custodian and the Investment Advisor in connection with the Investment Property shall have been wound up including but not limited to the power to collect amounts owed, sell, convey, assign, exchange, transfer, or otherwise dispose of all or any part of the remaining Investment Property to one or more persons at public or private sale for consideration which may consist in whole or in part of cash, securities, or other property of any kind, discharge or pay Investment Property Liabilities, and do all other acts appropriate to liquidate its affairs in connection with the Investment Property; provided, however, that any sale, conveyance, assignment, exchange, transfer, or other disposition of all or substantially all of the Investment Property shall require approval of the principal terms of the transaction and the nature and amount of the consideration by not less than the affirmative two-thirds (2/3) vote of the Board appointed and serving, and;

(iii) After paying or adequately providing for the payment of all Investment Property Liabilities, and upon receipt of such releases, indemnities, and refunding agreements as each of the Custodian and the Investment Advisor deem necessary for their protection, the

Investment Advisor shall direct the Custodian to distribute the remaining Investment Property, in cash or in kind or partly in each, among the Participants according to their respective proportionate Balances.

(d) Upon termination of this Participation Agreement and distribution to the Participants as herein provided, the Investment Advisor shall execute and lodge among the records maintained in connection with this Participation Agreement an instrument in writing setting forth the fact of such termination, and the Investment Advisor, the Custodian, and the Participants shall thereupon be discharged from all further liabilities and duties hereunder, and the rights and benefits of all Participants hereunder shall cease and be canceled and discharged; provided that Sections 12 of the Investment Advisor Agreement and Article XI hereof shall survive any termination of this Participation Agreement.

(e) If this Agreement is terminated pursuant to Section 10.2(b) (ii) hereof because of the expiration of the term of the Investment Advisor or resignation and/or withdrawal of the Investment Advisor, such expiration, resignation, and/or withdrawal shall be postponed until the instrument contemplated by Section 10.2(d) hereof has been executed and lodged among the records maintained in connection with this Participation Agreement.

10.3. Power to Effect Reorganization: If permitted by applicable law including without limitation the Act and the Investment Authority Acts, the Board, by vote or written approval of two-thirds (2/3) of the Board appointed and serving, may select or direct the organization of a corporation, association, trust, or other person with which Michigan CLASS may merge or that shall take over the Investment Property and carry on the affairs of Michigan CLASS, and after receiving the affirmative vote of not less than a majority of all of the Participants, and a second affirmative vote of not less than two-thirds (2/3) of the Board appointed and serving, the Board may effect such merger or may sell, convey, and transfer the Investment Property to any such corporation, association, trust, or other person in exchange for cash or shares or securities thereof or beneficial interests therein with the assumption by such transferee of the liabilities of Michigan CLASS; and thereupon the Board shall terminate Michigan CLASS and deliver such cash, shares, securities, or beneficial interests ratably among the Participants of Michigan CLASS in redemption of their investments.

**ARTICLE XI**  
**LIMITATION OF LIABILITY**

11.1. Liability to Third Persons:

(a) No member or representative of a Participant shall be subject to any personal liability whatsoever to any person in connection with the Investment Property or the acts, obligations, or affairs of the Board. No Trustee, officer, employee, or agent including the Investment Advisor and Custodian of the Board shall be subject to any personal liability whatsoever to any person in connection with the Investment Property or affairs of the Board other than liability arising from the bad faith, willful misfeasance, gross negligence, or reckless disregard of duty by such Trustee, officer, employee, or agent; and all persons shall look solely to the Investment Property for satisfaction of claims of any nature arising in connection with the affairs of the Board. No member or officer of a Participant, Trustee, officer, employee, or agent of the Board who is made a party to any suit or proceeding to enforce any such liability shall on account thereof be held to any personal liability.

(b) Claims of any nature arising in connection with the affairs of the Board from which a Trustee, officer, employee, or agent of the Board are protected by this Section shall include any claims sustained by reason of any act or omission (including but not limited to investment advice or the failure to give investment advice at any time).

(c) The Board shall indemnify and hold harmless each member or officer of a Participant from and against all claims and liabilities to which such member or officer of such Participant may become subject on behalf of the Participant by reason of being or having been a Participant and shall reimburse such Participant or its officer or member for all legal and other expenses of such Participant reasonably incurred in connection with any such claim or liability. The rights accruing to a Participant or its members or officers under this Section shall not exclude any other right to which such Participant or member or officer may be lawfully entitled, nor shall anything herein restrict the right of the Board to indemnify or reimburse in any appropriate situation even though not specifically provided herein.

11.2. Liability of Trustees and Others: No Trustee, officer, employee, or agent of the Board shall be liable to the Board or to any Participant, Trustee, officer, employee, or agent thereof for any damages caused by action or failure to act except for damages caused by bad faith, willful misfeasance, gross negligence, or reckless disregard of duties. Any agreements with the Investment Advisor or the Custodian shall provide for the personal liability of the Investment Advisor or the Custodian, as the case may be, for a willful or negligent failure to take reasonable measures to restrict investments of Investment Property to those permitted by law and this Participation Agreement. The provisions of this Section shall not limit the liability of any agent of the Board (including without limitation the Investment Advisor or the Custodian) with respect to breaches by it of a contract between the agent and the Board.

11.3. Indemnification:

(a) The Board shall indemnify to the extent permitted by law each of the Trustees, officers, employees, and agents including the Investment Advisor and Custodian against all liabilities and expenses (including without limitation amounts paid in satisfaction of judgments, in compromise, as fines and penalties, and as counsel fees) reasonably incurred in connection with the defense or disposition of any actual or threatened action, suit, or other proceeding, whether civil or criminal, while in office or thereafter by reason of being or having been such a Trustee, officer, employee, or agent except with respect to any matter as to which the Trustee, officer, employee, or agent shall have adjudicated to have acted in bad faith, willful misfeasance, gross negligence, or reckless disregard of their respective duties, or in the case of the Investment Advisor, in willful or negligent violation of the restrictions on investments of the Investment Property; provided, however, that so to any matter disposed of by a compromise payment by such person, pursuant to a consent decree or otherwise, no indemnification either for said payment or for any other expenses shall be provided unless the counsel approved by the Board agrees to the effect that if either the matter of willful misfeasance, gross negligence or reckless disregard of duty, or the matter of good faith and reasonable belief as to the best interests of the Board had been adjudicated, it would have adjudicated in favor of such person.

(b) The provisions of this Section shall not be construed to permit the indemnification of any agent Board with respect to any breach of a contract between the agent and the Board.

(c) The rights accruing to any person under these provisions shall not exclude any other right to which the person may be lawfully entitled; provided, however, that no person may satisfy any right of indemnity or reimbursement granted in this Article or to which the person may be otherwise entitled except out of the Investment Property, and no Participant shall be liable to any person with respect to any claim for indemnity or reimbursement of otherwise.

11.4. Reliance on Experts

(a) Each Trustee and each officer of the Board shall, in the performance of his or her duties, be fully and completely justified and protected with regard to any act or any failure to act resulting from reliance in good faith upon the books of account or other records of the Board, upon an opinion of counsel or upon reports made to the Board by any of its officers or employees or by the Investment Advisor, the Custodian, accountants, appraisers, or other experts selected with reasonable care by the Board or officers of the Board.

(b) Each Participant and the Board understands that in performing its services hereunder the Investment Advisor will rely on information provided by others and agree that the Investment Advisor is not responsible for the accuracy of such information.

11.5. Liability Insurance: The Board shall at all times, payable from the Investment Property, maintain insurance or cause insurance to be purchased for the protection of the Trustees, the Officers, employees, and agents thereof, if any, in such amounts as the Board in its discretion shall deem adequate to cover foreseeable tort and contract liability to the extent available at reasonable rates.

**ARTICLE XII**  
**MISCELLANEOUS**

12.1. Governing Law: This Participation Agreement is executed by the Participants and delivered in the State and with reference to the laws thereof, and the rights of all parties and the validity, construction, and effect of every provision hereof shall be subject to and construed according to the laws of the State.

12.2. Counterparts: This Participation Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument that shall be sufficiently evidenced by any such original counterpart.

12.3. Severability: The provisions of this Participation Agreement are severable, and if any one or more of such provisions (the Conflicting Provisions) are in conflict with any applicable laws, the Conflicting Provisions shall be deemed never to have constituted a part of this Participation Agreement and this Participation Agreement may be amended pursuant to Section 9.1 hereof to remove the Conflicting Provisions; provided, however, that such conflict or amendment shall not affect or impair any of the remaining provisions of this Participation Agreement or render invalid or improper any action taken or omitted prior to the discovery or removal of the Conflicting Provisions.

12.4. Gender; Section Headings and Table of Contents:

(a) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa.

(b) Any headings preceding the texts of the several Articles and Sections of the Participation Agreement and any table of contents or marginal notes appended to copies hereof shall be solely for convenience of reference and shall neither constitute a part of this Participation Agreement nor affect its meaning, construction, or effect.

12.5. No Assignment: No party hereto may sell, assign, pledge, or otherwise transfer any of its rights, benefits, or interests under this Participation Agreement to any other Person and any purported sale, assignment, pledge, or other transfer shall be null and void.

12.6. No Partnership: Notwithstanding any provision hereof to the contrary, this Participation Agreement does not constitute an association of two or more Persons to carry on as co-owners a business for profit, and none of the parties intends this Participation Agreement to constitute a partnership or any other joint venture or association. Furthermore, none of the parties has any authority hereunder to personally bind or act as agent for another party in any manner whatsoever, except to the extent, if any, expressly provided elsewhere herein.

12.7. Notice: Unless otherwise specified in this Participation Agreement, all notices required to be sent under this Participation Agreement:

(a) shall be in writing addressed to the Authorized Officer if notice is to be given to a Participant; to the address identified in the Investment Advisor Agreement if to the Investment Advisor; and to the address identified in the Custodian Agreement if to the Custodian.

(b) shall be deemed to be sufficient if given by depositing the same in the United States mail, postage prepaid, addressed to the person entitled thereto at his address as it appears on the records maintained by the Investment Advisor; and

(c) shall be deemed to have been given on the day of such mailing.

12.8. Entire Agreement: This Participation Agreement shall constitute the entire agreement of the parties with respect to the subject matter and shall supersede all prior oral or written agreements in regard thereto.

12.9. Confidentiality:

(a) All information and recommendations furnished by the Investment Advisor to the Participants that is marked confidential or is a trade secret and all information and directions furnished by the Investment Advisor to the Custodian shall be regarded as confidential by each such Person to the extent permitted by law. The Investment Advisor and the Custodian shall regard as confidential all information concerning the Investment Property and the affairs of the Participants or the Board. Nothing in this paragraph shall prevent any party from divulging information to civil, criminal, bank, or securities regulatory authorities where such party may be exposed to civil or criminal proceedings or penalties for failure to comply.

(b) In the event that online terminals and similar electronic devices are used for communication from the Investment Advisor to the Custodian, the Investment Advisor agrees to safeguard and maintain the confidentiality of all passwords or numbers and to disclose them only to such of its employees and agents as reasonably require access to the information concerning the Investment Property. The Custodian agrees to safeguard and maintain the confidentiality of all passwords or numbers and to limit access to this information for the purpose of acting pursuant to this Participation Agreement. The Custodian may electronically record any instructions given by telephone, and any other telephone discussions with respect to the Account or transactions pursuant to this Participation Agreement.

(c) The Custodian may rely on the accuracy of all data received by it through electronic means and initiated by any person authorized by the investment advisor. Every person who uses the correct passwords to obtain information by electronic means or to make permissible transactions shall be presumed to have the Investment Advisor's authority unless the Investment Advisor can prove all of the following:

(i) a person using a correct password was not authorized to have access to this information if the Custodian has knowledge of such unauthorized use;

(ii) the person using the password obtained it through or as a result of the Custodian's gross negligent disclosure; and

(iii) the disclosure by the Custodian was not authorized by the Investment Advisor prior to its unauthorized use.

12.10. Disputes: In the event of any dispute between the parties, the parties agree to attempt to resolve the dispute through negotiation or a method of alternative dispute resolution. No litigation shall be commenced without a certification by an authorized officer, employee, or agent of any party that the dispute cannot be resolved by negotiation or alternative dispute resolution provided in writing at least ten days before commencing legal action.

12.11. Effective Date: This Participation Agreement shall be effective on the date two or more Public Agencies have executed this Participation Agreement, adopted an Authorizing Resolution, and delivered such documents pursuant to Section 3.1.



**EXHIBIT A**

**CONTRIBUTION PROCEDURES**

- 1) A Participant shall provide notification to the Investment Advisor via methods acceptable to the Investment Advisor indicating the amount to be invested, and if more than one Fund has been established by the Investment Advisor, into which Fund such amount shall be invested (there is no minimum investment). The Participant shall instruct its bank depository to wire or process through ACH Investment Funds to the corresponding Account at the Custodian.
- 2) Receipt of the Investment Advisor prior to the cut-off time established pursuant to the Michigan CLASS website, accessible at <http://www.michiganclass.org>, of notification of Investment Funds being deposited will cause the value of the Investment Funds to be credited and earn interest on the same Business Day.
- 3) Receipt by the Investment Advisor after the cut-off time established pursuant to the Michigan CLASS website, accessible at <http://www.michiganclass.org>, of notification of Investment Funds being deposited will cause the value of the Investment Funds to be credited and earn Interest on the next Business Day.
- 4) If Investment Funds for which notification of deposit has been given are not received (except if the Participant can show the contribution procedures have been followed) by the end of the Business Day on which such notification is given, the Investment Advisor shall deduct the value of such Investment Funds from the Participant's Balance if previously credited.

If the Participant fails to instruct its bank depository to wire or process through ACH Investment Funds before the cut-off time established pursuant to the Michigan CLASS website, accessible at <http://www.michiganclass.org>, on the day notice of the deposit is provided the Investment Advisor, the Participant's Balance shall be charged interest equal to any interest earned on such failed deposit for each day the Participant's Balance was credited with the deposit before the date the deposit was received. If the Participant can show the contribution procedures have been followed, and, notwithstanding, the Investment Funds are not received, then the Investment Advisor shall seek to obtain such Investment Funds from the party responsible for failure of delivery.

- 5) Participants are prohibited from withdrawing Investment Funds credited to their Balance pursuant to (2) or (3) above until such Investment Funds are received by the Custodian.



**EXHIBIT B****WITHDRAWAL PROCEDURES**

The following payment procedures below apply to the Michigan CLASS Prime Fund. In the event the Board elects to introduce a Fund or subaccount pursuant to this Agreement which does not provide for same-day liquidity, such disclosures will be provided to Participants within the separate Information Statement.

- 1) The Participant shall provide notification to the Investment Advisor via methods acceptable to the Investment Advisor indicating the amount to be withdrawn, and if more than one Fund has been established, from which Fund such amount shall be withdrawn.
- 2) The Participant shall indicate the payee and include wire or ACH instructions.
- 3) Requests for withdrawals received by the Investment Advisor by the cut-off time established pursuant to the Michigan CLASS website, accessible at <http://www.michiganclass.org>, will be processed to permit payment on the Business Day.
- 4) Requests for withdrawals received by the Investment Advisor after the cut-off time established pursuant to the Michigan CLASS website, accessible at <http://www.michiganclass.org>, will be processed the following Business Day.
- 5) Participants may only request withdrawals of an amount not to exceed their Balance at the time payment is made pursuant to such request.
- 6) Requests for withdrawals received in accordance with (3) above by the Investment Advisor shall be wired or processed through ACH in accordance with the Participant's instructions after noon on such Business Day and the funds so wired or processed through ACH shall be immediately available funds.

**EXHIBIT C**

**VALUATION PROCEDURES**

**Valuation of Investments:**

At least daily, the Investment Property Value shall be determined on a mark-to-market basis as follows:

The Investment Advisor shall determine the market value of the specific investment holdings for the Michigan CLASS portfolio. The market values shall be obtained from one or more sources that the Program Administrator believes to be reliable for providing such information. A credible pricing source will be used by the Investment Advisor to price the underlying securities on a daily basis.

The market value of the collateral supporting repurchase agreements that are "delivery versus payment" shall be determined by the Michigan CLASS portfolio manager using the current bid price of the collateral securities obtained from Bloomberg L.P.

The market value of the collateral supporting tri-party repurchase agreements shall be determined by the tri-party custodian. The tri-party custodian shall forward a collateral report to the Michigan CLASS operations team every Business Day.

**Accounting for Investments.**

Security transactions are accounted for on the trade date. Realized gains and losses on sales of investments are calculated on an identified cost basis. Interest income, including any amortization of discount or premium, is recorded on an accrual basis.

**EXHIBIT D-1**

**SAMPLE AUTHORIZING RESOLUTION – PUBLIC AGENCY**

WHEREAS, certain public agencies, such as this public agency ("Public Agency" or collectively "Public Agencies"), desire to enter into or have entered into an interlocal agreement substantially in the form attached hereto (the "Participation Agreement") for the purpose of exercising jointly the power each Public Agency has to invest its surplus funds; and

WHEREAS, this Public Agency is a public agency as described under the Participation Agreement and is authorized by Michigan law to invest its funds in certain investments; and

WHEREAS, Act 20 of 1943, Section 129.91, as amended (Public Act 20), authorizes Public Agencies to invest surplus funds in certain permissible investments; and Section 1 (1h) of Public Act 20 permits public agencies to cooperatively invest public monies through an interlocal agreement, such as Michigan CLASS, under the Urban Cooperation Act of 1967.

WHEREAS, this Governing Body deems it advisable for this Public Agency to adopt and enter into the Participation Agreement and become a participant for the purpose of the joint investment of this Public Agency's money with those of other Public Agencies to enhance the investment earnings accruing to each Public Agency.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS;

- 1) This Governing Body adopts the Participation Agreement substantially in the form attached hereto, which is incorporated in this Resolution by reference thereto, and agrees to join with other Public Agencies to become a participant under the terms of the Participation Agreement and to accept additional Public Agencies as new participants without subsequent action.
- 2) This Governing Body agrees to and concurs in the appointment of those Trustees either being appointed, to be appointed, or currently serving as members of the Board of Trustees created under the Participation Agreement and recognizes those Trustees and their successors as the appointees of this Public Agency.
- 3) The Governing Body acknowledges and confirms the representation, warranties, and covenants provided in the Participation Agreement to the Investment Advisor and Custodian under the Participation Agreement upon which they may respectively rely.
- 4) The Governing Body hereby authorizes the authorized officer (the "Authorized Officer") to take such actions and execute any and all such documents as they may deem necessary and appropriate to effectuate the entry by this Public Agency into the Participation Agreement and the adoption thereof by this Public Agency.
- 5) This Governing Body understands and agrees that it shall not amend or repeal this Resolution except to the extent necessary to alter the limitations imposed on the Authorized Officer, to change Authorized Officers, or to withdraw from the Participation Agreement.
- 6) All resolutions and parts of resolutions in conflict with this Resolution shall be and hereby are amended or repealed to the extent of such conflict.

RESOLUTION DECLARED ADOPTED

Clerk \_\_\_\_\_

**EXHIBIT D-2**

**SAMPLE AUTHORIZING RESOLUTION – PUBLIC SCHOOL**

WHEREAS, certain school districts, intermediate school districts, and other public agencies including this public school district ("Public School District" or collectively "Public Agencies") desire to enter into or have entered into an interlocal agreement substantially in the form attached hereto (the "Participation Agreement") for the purpose of exercising jointly the power each Public Agency has to invest its surplus funds; and

WHEREAS, this Public School District is a public agency as described under the Participation Agreement and is authorized by Michigan law to invest its funds in certain investments; and

WHEREAS, Act 451 of the Revised School Code Act of 1976, as amended, authorizes public school districts to invest in certain investments and; Act 451 of the Revised School Code Act of 1976 is incorporated within the Michigan CLASS Participation Agreement.

WHEREAS, Act 7 of the Public Acts of the Extra Session of 1967, as amended, authorizes Public Agencies, including public school districts, to contract in the form of an interlocal agreement to provide for the manner of investment of surplus funds or proceeds of grants, gifts, or bequests to the parties to the interlocal agreement under the control of a legal or administrative entity created by that interlocal agreement; and

WHEREAS, this Board deems it advisable for this Public School District to adopt and enter into the Participation Agreement and become a participant for the purpose of the joint investment of this Public School District's money with those of other Public Agencies to enhance the investment earnings accruing to each Public Agency.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS;

- 1) This Board adopts the Participation Agreement substantially in the form attached hereto, which is incorporated in this Resolution by reference thereto, and agrees to join with other Public Agencies to become a participant under the terms of the Participation Agreement and to accept additional Public Agencies as new participants without subsequent action.
- 2) This Board agrees to and concurs in the appointment of those Trustees either being appointed, to be appointed, or currently serving as members of the Board of Trustees created under the Participation Agreement and recognizes those Trustees and their successors as the appointees of this Public School District.
- 3) This Board acknowledges and confirms the representation, warranties, and covenants provided in the Participation Agreement to the Investment Advisor and Custodian under the Participation Agreement upon which they may respectively rely.
- 4) This Board hereby authorizes the authorized officer (the "Authorized Officer") to take such actions and execute any and all such documents as they may deem necessary and appropriate to effectuate the entry by this Public School District into the Participation Agreement and the adoption thereof by this Public School District.
- 5) This Board understands and agrees that it shall not amend or repeal this Resolution except to the extent necessary to alter the limitations imposed on the Authorized Officer, to change Authorized Officers, or to withdraw from the Participation Agreement.
- 6) All resolutions and parts of resolutions in conflict with this Resolution shall be, and hereby are, amended or repealed to the extent of such conflict.

RESOLUTION DECLARED ADOPTED

\_\_\_\_\_  
Secretary

## EXHIBIT E

### INVESTMENT CRITERIA

The Investment Criteria below apply to the Michigan CLASS Prime Fund. In the event the Board elects to introduce a Fund or subaccount pursuant to this Agreement which has characteristics or objectives different than the Prime Fund, such as a Fund which does not provide same-day liquidity or which does not maintain a stable asset value, such disclosures will be provided to Participants within the separate Information Statement and Investment Policy for such Fund or subaccount. Notwithstanding anything herein to the contrary, however, the Permitted Investments for any such Fund or subaccount shall consist only of those investments permissible to all Participants under the Investment Authority Acts.

#### 1. General Objectives

- (a) Legality: invest only in investments legally permissible to all Participants individually.
- (b) Safety: minimize risk by managing portfolio investments so as to preserve principal and maintain a stable asset value.
- (c) Liquidity: manage portfolio investments to ensure that cash will be available as required to finance Participants' operations.
- (d) Yield: maximize current income to the degree consistent with legality, safety and liquidity.

#### 2. Permitted Investments

The Investment Advisor is hereby authorized by the Board to invest the Investment Property in any investment permissible to all Participants individually under the Investment Authority Acts provided that such investment is consistent with the general objectives set forth above and with any specific requirements for a particular investment that may be set forth in the definition of Permitted Investments.

### EXHIBIT F-1

#### INVESTMENT POLICY

##### **Michigan CLASS Investment Policy**

#### 1.0 PURPOSE:

Michigan CLASS is an interlocal investment program created by an interlocal agreement of various Michigan public agencies of government dated as of October 1, 1991, restated and with amendments through November 1, 2021 (the "Participation Agreement") for the purpose of jointly investing surplus funds of the participant public agencies of government. Pursuant to the Participation Agreement and as authorized by the Urban Cooperation Act of 1967, 1967(Ex Sess) PA 7, a Board of Trustees was created to hold title to investments on behalf of each Participant. Capitalized terms used in this policy shall have the meaning ascribed to them in the Participation Agreement.

#### 2.0 SCOPE AND OBJECTIVE:

It is the obligation of Michigan CLASS to cause funds of its participants to be invested in a manner which complies with the Investment criteria contained in the Participation Agreement. Those investment criteria apply to all assets considered Investment Property under the Participation Agreement and specify the objectives of the program related to safety, liquidity, and yield (return on investment).

The investments will be diversified by security type and institution in an effort to minimize risk and exposure. Concentration of investments will depend on market conditions, availability in terms of desired maturities, collateral, creditworthiness, and market yields among other things.

#### 3.0 DELEGATION OF AUTHORITY

The authority of the Board to manage the Investment Property is derived from the Participation Agreement approved by each Participant pursuant to the Urban Cooperation Act of 1967, 1967(Ex Sess) PA 7. Pursuant to the Participation Agreement and the Investment Advisor Agreement, the Board and the Participants have appointed Public Trust Advisors, LLC as Investment Advisor for the term set forth in an Investment Advisor Agreement between Public Trust Advisors, LLC and the Board and have delegated the authority to manage the Investment Property in accordance with the terms of the Participant Agreement and the Investment Advisor Agreement.

#### 4.0 AUTHORIZED INSTRUMENTS:

Consistent with the Investment Criteria contained in the Participation Agreement and attached thereto as Exhibit E, the board and the Investment Advisor are authorized to invest Investment Property in only the following:

- (a) US Treasury Bonds, Bills, Notes, and Treasury Strips,
- (b) Obligations of an agency or instrumentality of the United States.
- (c) Commercial paper rated at the time of purchase within the highest two classifications established by not less than two standard rating services (i.e., as of September 18, 2009, A- 1+ and A-1 by S&P Global Ratings Service, P-1 by Moody's Investors Service, or F1+ and F1 by Fitch, Inc.) and that matures not more than 270 days after the date of purchase.
- (d) Bankers' acceptances issued by FDIC member United States banks.
- (e) Repurchase agreements consisting of instruments listed in a subdivision (a or b)

F-1

Repurchase agreements shall be 102% collateralized with Public Securities Association (PSA) Master Repurchase agreement on file and or tri-party custody agreement on file.

- (f) Certificates of deposit of a financial institution eligible under law to be a depository of Participant public agencies of government so long as such articles of deposit are secured 102% at the value of each by eligible collateral listed on Schedule I for any amount of principal and accrued interest not insured by an agency of the United States.
- (g) In addition to the investments authorized in subsection (f), certificates of deposit issued in accordance with all of the following conditions:
  - a. The funds are initially invested through a financial institution that is not ineligible to be a depository of surplus funds belonging to the State of Michigan under section 6 of 1855 PA 105, MCL 21.146.
  - b. The financial institution arranges for the investment of the funds in certificates of deposit in 1 or more insured depository institutions, as defined in 12 USC 1813, or 1 or more insured credit unions, as defined in 12 USC 1752, for the account of Michigan CLASS.
  - c. The full amount of the principal and any accrued interest of each certificate of deposit is insured by an agency of the United States.
  - d. The financial institution acts as custodian for Michigan CLASS with respect to each certificate of deposit.
  - e. At the same time that the funds of Michigan CLASS are deposited and the certificate or certificates of deposit are issued, the financial institution receives an amount of deposits from customers of other insured depository institutions or insured credit unions equal to or greater than the amount of the funds initially invested by the Michigan CLASS through the financial institution.
- (h) In addition to the investments authorized in subsection (f), deposit accounts that meet all of the following conditions:
  - a. The funds are initially deposited in a financial institution that is not ineligible to be a depository of surplus funds belonging to the State of Michigan under section 6 of 1855 PA 105, MCL 21.146.
  - b. The financial institution arranges for the deposit of the funds in deposit accounts in 1 or more insured depository institutions, as defined in 12 USC 1813, or 1 or more insured credit unions, as defined in 12 USC 1752, for the account of Michigan CLASS.
  - c. The full amount of the principal and any accrued interest of each deposit account is insured by an agency of the United States.
  - d. The financial institution acts as custodian for Michigan CLASS with respect to each deposit account.
  - e. On the same date that the funds of Michigan CLASS are deposited, the financial institution receives an amount of deposits from customers of other insured depository institutions or insured credit unions equal to or greater than the amount of the funds initially deposited by Michigan CLASS in the financial institution.
- (i) Mutual funds registered under the investment company act of 1940 maintaining a \$1.00 per share net asset value and with authority to purchase investment vehicles that are legal for direct investment by all participant public agencies whose monies are invested in mutual funds that such participants acknowledge that the funds be placed in a special sub account created pursuant to the Participation Agreement, as amended.
- (j) Any other investment permissible to all Participants individually under Michigan law and authorized by the board.



**5.0 SAFEKEEPING AND CUSTODY:**

As provided by the Participation Agreement and the Investment Advisor Agreement, all security transactions including collateral for repurchase agreements and financial institution deposits entered into on behalf of Participants may be on a cash or delivery versus payment basis as determined by the Investment Advisor. Pursuant to the Participation Agreement and the Investment Advisor Agreement, the Investment Advisor has appointed a Custodian to receive, hold for reinvestment, and clear all Investment Funds and Investment Property, as a fiduciary, in accordance with the Participation Agreement.

**6.0 PRUDENCE:**

The standard of prudence to be used for managing the Investment Property is the prudent investor rule applicable to a fiduciary, which states that a prudent investor "shall exercise the judgment and care, under circumstances then prevailing, which men of prudence, discretion, and intelligence exercise in the management of the property of another, not in regard to speculation but in regard to the permanent disposition of funds, considering the probable income as well as the probable safety of their capital."

**7.0 ACKNOWLEDGEMENT:**

The Investment Advisor shall provide the broker or financial intermediary a copy of the Michigan CLASS Investment Policy and a form on which the broker or financial intermediary must acknowledge receipt of the Investment Policy and agree to comply with the said policy regarding the purchase and sale of securities.

**8.0 REPORTS:**

In accordance with the Investment Advisor Agreement, the Investment Advisor shall prepare or cause to be prepared a quarterly report and a written annual report including the opinion of an independent public accountant to the Board of Trustees of Michigan CLASS within ninety days after the close of the fiscal year.

**9.0 EFFECTIVE DATE:**

This policy shall become effective on the day following adoption by the Board of Trustees of the Participation Agreement (Michigan CLASS). Any amendment to this Investment Policy shall become effective thirty days (30 days) after each Participant has received notice of the amendment.

Adopted: December 12, 2008  
Last Amended: June 18, 2021



**EXHIBIT F-2**

**INVESTMENT POLICY**

**Michigan CLASS EDGE  
Investment Policy**

**1.0 PURPOSE:**

Michigan CLASS EDGE (EDGE) was organized in 2021 and was created pursuant to the Participation Agreement. As further described in the EDGE Information Statement, the EDGE portfolio is a professionally managed portfolio consisting of money market instruments and medium-term notes designed for the short to intermediate reserve and surplus funds of Michigan Public Agencies.

**2.0 SCOPE AND OBJECTIVE:**

It is the obligation of Michigan CLASS to cause funds of its participants to be invested in a manner which complies with the Investment criteria contained in the Participation Agreement. Those investment criteria apply to all assets considered investment property under the Participation Agreement and specify the objectives of the program related to safety, liquidity, and yield (return on investment).

The investments will be diversified by security type and institution in an effort to minimize risk and exposure. Concentration of investments will depend on market conditions, availability in terms of desired maturities, collateral, creditworthiness, and market yields among other things.

EDGE is designed to complement the Michigan CLASS daily liquidity fund for Michigan Public Agencies. The general objective of the EDGE is to seek to generate a high level of income for Participants while reserving capital by investing only in investments legally authorized by Michigan Compiled Laws. EDGE offers longer dated, fixed-income investments seeking to enhance returns while providing weekly liquidity to its participants.

**3.0 DELEGATION OF AUTHORITY**

The authority of the Board to manage the investment property is derived from the Participation Agreement approved by each Participant pursuant to the Urban Cooperation Act of 1967, 1967(Ex Sess) PA 7. Pursuant to the Participation Agreement and the Investment Advisor Agreement, the Board and the Participants have appointed Public Trust Advisors, LLC as Investment Advisor for the term set forth in an Investment Advisor Agreement between Public Trust Advisors, LLC and the Board and have delegated the authority to manage the investment property in accordance with the terms of the Participant Agreement and the Investment Advisor Agreement.

**4.0 AUTHORIZED INSTRUMENTS:**

Consistent with the investment criteria contained in the Participation Agreement, the Board and the Investment Advisor are authorized to invest investment property in only the following:

- (a) US Treasury Bonds, Bills, Notes, and Treasury Strips,
- (b) Obligations of an agency or instrumentality of the United States.
- (c) Commercial paper rated at the time of purchase within the highest two classifications established by not less than two standard rating services (i.e., as of September 18, 2009, A- 1+ and A-1 by S&P Global Ratings Service, P-1 by Moody's Investors Service, or F1+ and F1 by Fitch, Inc.) and that matures not more than 270 days after the date of purchase.
- (d) Bankers' acceptances issued by FDIC member United States banks.

- (e) Repurchase agreements consisting of instruments listed in a subdivision (a or b) Repurchase agreements shall be 102% collateralized with Public Securities Association (PSA) Master Repurchase agreement on file and or tri-party custody agreement on file.
- (f) Certificates of deposit of a financial institution eligible under law to be a depository of Participant public agencies of government so long as such articles of deposit are secured 102% at the value of each by eligible collateral listed on Schedule I for any amount of principal and accrued interest not insured by an agency of the United States.
- (g) In addition to the investments authorized in subsection (f), certificates of deposit issued in accordance with all of the following conditions:
  - a. The funds are initially invested through a financial institution that is not ineligible to be a depository of surplus funds belonging to the state of Michigan under section 6 of 1855 PA 105, MCL 21.146.
  - b. The financial institution arranges for the investment of the funds in certificates of deposit in 1 or more insured depository institutions, as defined in 12 USC 1813, or 1 or more insured credit unions, as defined in 12 USC 1752, for the account of Michigan CLASS EDGE.
  - c. The full amount of the principal and any accrued interest of each certificate of deposit is insured by an agency of the United States.
  - d. The financial institution acts as custodian for Michigan CLASS EDGE with respect to each certificate of deposit.
  - e. At the same time that the funds of Michigan CLASS EDGE are deposited and the certificate or certificates of deposit are issued, the financial institution receives an amount of deposits from customers of other insured depository institutions or insured credit unions equal to or greater than the amount of the funds initially invested by the Michigan CLASS EDGE through the financial institution.
- (h) In addition to the investments authorized in subsection (f), deposit accounts that meet all of the following conditions:
  - a. The funds are initially deposited in a financial institution that is not ineligible to be a depository of surplus funds belonging to the State of Michigan under section 6 of 1855 PA 105, MCL 21.146.
  - b. The financial institution arranges for the deposit of the funds in deposit accounts in 1 or more insured depository institutions, as defined in 12 USC 1813, or 1 or more insured credit unions, as defined in 12 USC 1752, for the account of Michigan CLASS EDGE.
  - c. The full amount of the principal and any accrued interest of each deposit account is insured by an agency of the United States.  
The financial institution acts as custodian for Michigan CLASS EDGE with respect to each deposit account.
  - d. On the same date that the funds of Michigan CLASS EDGE are deposited, the financial institution receives an amount of deposits from customers of other insured depository institutions or insured credit unions equal to or greater than the amount of the funds initially deposited by Michigan CLASS EDGE in the financial institution.
- (i) Mutual funds registered under the investment company act of 1940 maintaining a \$1.00 per share net asset value and with authority to purchase investment vehicles that are legal for

direct investment by all participant public agencies whose monies are invested in mutual funds that such participants acknowledge that the funds be placed in a special sub account created pursuant to the Participation Agreement, as amended.

- (j) Any other investment permissible to all Participants individually under Michigan law and authorized by the board.

### 5.0 SAFEKEEPING AND CUSTODY:

As provided by the Participation Agreement and the Investment Advisor Agreement, all security transactions including collateral for repurchase agreements and financial institution deposits entered into on behalf of Participants may be on a cash or delivery versus payment basis as determined by the Investment Advisor. Pursuant to the Participation Agreement and the Investment Advisor Agreement, the Investment Advisor has appointed a Custodian to receive, hold for reinvestment, and clear all investment funds and investment property, as a fiduciary, in accordance with the Participation Agreement.

### 6.0 PRUDENCE:

The standard of prudence to be used for managing the investment property is the prudent investor rule applicable to a fiduciary, which states that a prudent investor "shall exercise the judgment and care, under circumstances then prevailing, which men of prudence, discretion, and intelligence exercise in the management of the property of another, not in regard to speculation but in regard to the permanent disposition of funds, considering the probable income as well as the probable safety of their capital."

### 7.0 ACKNOWLEDGEMENT:

The Investment Advisor shall provide the broker or financial intermediary a copy of the Michigan CLASS EDGE Investment Policy and a form on which the broker or financial intermediary must acknowledge receipt of the Investment Policy and agree to comply with the said policy regarding the purchase and sale of securities.

### 8.0 REPORTS:

In accordance with the Investment Advisor Agreement, the Investment Advisor shall prepare or cause to be prepared a quarterly report and a written annual report including the opinion of an independent public accountant to the Board of Trustees of Michigan CLASS EDGE within ninety days after the close of the fiscal year.

### 9.0 EFFECTIVE DATE:

This policy shall become effective on the day following adoption by the Board of Trustees of the Participation Agreement (Michigan CLASS EDGE). Any amendment to this Investment Policy shall become effective thirty days (30 days) after each Participant has received notice of the amendment.

Adopted: September 24, 2021

**SCHEDULE 1**  
**ELIGIBLE COLLATERAL**

1. Assets considered acceptable to the Michigan State Treasurer under Section 3 of the Surplus Funds in Treasury Act, 1855 PA 105 to secure deposits of State surplus funds.
2. Any of the following:
  - a. Securities issued by the Federal home loan mortgage corporation.
  - b. Securities issued by the Federal national mortgage association.
  - c. Securities issued by the government national mortgage association.
3. Other securities considered acceptable to the depositor of public funds and the financial institution.
4. Any other collateral permissible by Michigan law and authorized by the Board except that in no case shall an asset with a rating classification lower than A-1 by S&P Global Ratings Service, P-1 by Moody's Investors Service, or F1 by Fitch, Inc. be accepted as eligible collateral.

## EXHIBIT G

### ELECTION POLICY

On an annual basis, the Michigan CLASS Board shall determine which of its members' terms are expiring and shall direct the Board's Nominating Committee to conduct the annual election to present the number of prospective Trustees to the number authorized by Section 5.1 of the Michigan CLASS Participation Agreement. The Nominating Committee shall annually prepare and present to the Board for approval an election schedule for the following dates:

- Nominations (date of opening and closing)
- Election (date of opening and closing)

The Nominating Committee shall cause a Notice of Nominations to be prepared and delivered to all Participants upon the opening of the Nominations period as specified in the election schedule. The Notice of Nominations shall also contain a copy of this Election Policy. The Nominating Committee shall review all prospective nominations and shall determine the qualifications of the nominees to assure that each candidate meets all qualifications required by the Michigan CLASS Participation Agreement and is fully aware of the responsibilities and duties of a Board of Trustee member. Nominations may only be made by active Participants in Good Standing and shall be returned to the Administrator or an office designated by the Nominating Committee. Prospective nominations must be submitted on the official nomination form that shall be approved by the Nominating Committee. All prospective nominations must be received by the Notice of Nominations closing date as specified in the election schedule. The Nominating Committee shall take whatever steps it deems necessary or appropriate to ensure that each of the following participant categories will be properly represented in the election including counties, cities/villages, townships, school districts, and other public agencies.

The Nominating Committee shall cause ballots to be prepared and to be made accessible to each eligible Participant on the election opening date as specified in the election schedule. Candidate ballot position shall be randomly determined.

The ballot shall include:

- a. Appropriate instructions with details regarding the number of candidates to be elected from each category of public agency.
- b. A biographical sketch of each candidate not to exceed 500 words.
- c. The entity the candidate represents and their corresponding public agency category.

All ballots counted shall be cast by the election closing date, as specified in the election schedule.

Following the completion of the election process, the Nominating Committee shall review the results of the Board election to ensure a fair and accurate vote and to resolve any issues relating to ties. If there are more candidates than available positions on the Board, those candidates receiving the highest number of votes will be declared elected except when such would result in the lack of a category representative required by Section 5.1 of the Participation Agreement. If the election outcome would result in any category not being represented by a Trustee, the candidate from each unrepresented category receiving the highest number of votes among the nominees from within each unrepresented category, if any, will be deemed elected regardless of the number of votes cast for any other candidate. The balance of the open positions, if any, will be filled by those candidates receiving the highest number of votes up to the maximum number of members per category according to 5.1(b) regardless of affiliation.

In the event of a tie, a majority vote of the Board shall serve as the tie-breaker. Should an active Trustee be a part of the tie, he or she must abstain from such vote.

At the first regularly scheduled Board meeting following the election, the Board shall review the election results and shall declare the appropriate candidates elected. If there remains any unrepresented category following any election, the Board shall appoint a representative for that category from among the Participants in the unrepresented category. The Board shall determine any challenge or other matter relating to the conduct of the election and the Board's decision shall be final.

### **Special Policies Regarding Transition to Four-Year Terms**

Beginning with the elections to be held in 2022, the terms for elected Trustees shall transition to four-year terms as follows:

Election Year 2022: there shall be four Trustee positions up for election, and the candidates receiving the three highest vote tallies shall be awarded four-year terms. The candidate receiving the fourth-highest vote tally shall be awarded a three-year term.

Election Year 2023: there shall be five Trustee positions up for election, and the candidates receiving the three highest vote tallies shall be awarded four-year terms. The candidate receiving the fourth-highest vote tally shall be awarded a three-year term, and the candidate receiving the fifth-highest vote tally shall be awarded a two-year term.

Election Year 2024: there shall be four Trustee positions up for election, and the candidates receiving the three highest vote tallies shall be awarded a four-year term. The candidate receiving the fourth-highest vote tally shall be awarded a three-year term.

Election Year 2025: there shall be two Trustee positions up for election (comprised of the candidate receiving the lowest vote tallies from each of the 2022 and 2023 election cycles, each of which was awarded a shorter-than-four year term as set forth above). The candidate receiving the highest vote tally shall be awarded a three-year term and the candidate receiving the second highest vote tally shall be awarded a two-year term.

Election Year 2026 and thereafter: all winning candidates shall be awarded four-year terms.

Nothing set forth in this "Special Policies Regarding Transition to Four-Year Terms" section of the Election Policy shall be interpreted as amending the requirement of Section 5.1 of the Participation Agreement or the previous sections of this Election Policy to maintain representation from each category of Participant. The procedures set forth above in "Election Policy" shall govern the instance in which the required category representation has not been achieved in the results of the election.

Approved June 18, 2021  
Amended September 23, 2022

**EXHIBIT H**

CUSTODIAN INSURANCE PROVISIONS

The Custodian will maintain insurance coverage of the types and amounts reasonably appropriate based on the Investment Property Value of Michigan CLASS, as agreed to by the Board, which shall be no less than the following:

Financial Institutions Bond: \$100,000,000 per occurrence and in the aggregate

Professional Liability: \$75,000,000 per occurrence and in the aggregate

Approved June 18, 2021

SUBJECT: Investment Policy

EFFECTIVE DATE:

REVISED:

ISSUED BY:

APPROVED:

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**PURPOSE:**

It is the policy of the Bay Area Transportation Authority (BATA, Authority) to invest funds in a manner which will ensure the preservation of principal while providing the highest investment return with maximum security, meeting the daily cash flow requirements of the Authority and comply with all state statutes governing the investment of public funds, including Public Act 20 of 1943.

**SCOPE:**

This investment policy applies to all financial assets of the Authority, including any cash reserve funds established by BATA's Board of Directors.

**OBJECTIVE:**

The primary objectives, in priority order, of the Authorities investment activities shall be:

**Safety:** Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of principal in the overall portfolio.

**Diversification:** The investments will be diversified by security type and institution in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

**Liquidity:** The investment portfolio shall remain sufficiently liquid to meet all operating requirements that might be reasonably anticipated.

**Return on investments:** The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow characteristics of the portfolio.

**DELEGATION OF AUTHORITY:**

Authority to manage the investment program is derived from Public Act 196 of 1986. Management responsibility for the investment program is hereby delegated to the Executive Director, or his/her designee. The Executive Director shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the investment activities.



The Authority is authorized to participate in an interlocal investment program pursuant to the Urban Cooperation Act of 1967, Public Act 7 of 1967(Ex Sess).

**AUTHORIZED INVESTMENTS:**

The Authority is limited to investments authorized by Public Act 20 of 1943, as amended, and may invest in the following:

- (a) US Treasury Bonds, Bills, Notes, and Treasury Strips.
- (b) Obligations of an agency or instrumentality of the United States.
- (c) Commercial paper rated at the time of purchase within the highest two classifications established by not less than two standard rating services and that matures not more than 270 days after the date of purchase.
- (d) Bankers' acceptances issued by FDIC member United States banks.
- (e) Repurchase agreements consisting of instruments listed in a subdivision (a or b).
- (f) Certificates of deposit, savings accounts, or depository receipts of a financial institution, but only if the financial institution complies with MCL 129.91(2); certificates of deposit obtained through a financial institution as provided in MCL 129.91(5); or deposit accounts of a financial institution as provided in MCL 129.91(6).
- (g) Mutual funds registered under the investment company act of 1940, 15 USC 80a-1 to 80a-64, with authority to purchase only investment vehicles that are legal for direct investment by a public corporation as provided in MCL 129.91(1)(g).

**SAFEKEEPING AND CUSTODY:**

All securities transactions, except certificates of deposits as described below, shall be conducted on a cash or delivery-versus-payment (DVP) basis. Securities will be held by a third-party custodian, as designated by the Executive Director, and shall be evidenced by a safekeeping receipt. Non-collateral, non-negotiable certificates of deposits, as is allowed under State of Michigan law, shall be evidenced by a safekeeping receipt from the issuing bank.

**PRUDENCE:**

The standard of prudence to be used for managing the investment property is the prudent investor rule applicable to a fiduciary, which states that a prudent investor "shall exercise the judgment and care, under circumstances then prevailing, which men of prudence, discretion, and intelligence exercise in the management of the property of another, not in regard to speculation but in regard to the permanent disposition of funds, considering the probable income as well as the probable safety of their capital."

**REPORTING:**

BATA Management shall provide a quarterly report to the Board of Directors, which provides a clear picture of the status and types of investments of the current investment portfolio. This report shall be prepared in such a way that will allow the Board to ascertain whether investment activities during the reporting period have conformed to the investment policy.

**ADOPTION:**

This investment policy shall be adopted by the Board of Directors and shall be reviewed annually by the Executive Director. Any revision to the policy shall be brought to the Board of Directors for approval.

## BAY AREA TRANSPORTATION AUTHORITY

### HUMAN RESOURCE INFORMATION SYSTEM (HRIS) SUMMARY

February 23, 2023

**HISTORY:** Bay Area Transportation Authority changed to Ascentis for their Human Resource Information System (HRIS) in August 2011. Ascentis was acquired in December 2021 by Ultimate Kronos Group (UKG). BATA can continue with Ascentis or transition to another platform including UKG Ready.

**ACQUISITION CONSEQUENCES:** No additional features, enhancements or improvements will be made to Ascentis. The Ascentis product as it stands today is all it will be in the future except for compliance updates. If BATA transitions to UKG Ready, the transition will be expedited because BATA is a current client of UKG. Since both platforms are with the same company, a smoother transition would be expected over transitioning to a platform owned by a different company.

**PLATFORM REVIEW:** UKG has conducted three demonstrations of their platform to BATA staff to date. BATA staff include operations, facilities, human resources, finance and technology staff. UKG Ready has many improvements over Ascentis. UKG Ready is a single platform for payroll and employee scheduling. While the UKG scheduling component is better than BATA's current scheduling platform, others will continue to be evaluated. It is a secure platform hosted in Google Cloud. UKG Ready will continue to be enhanced. It can be accessed anywhere through a cell phone, computer, smart watch, etc., and has geofencing and geosensing capabilities. UKG Ready recruitment connects with Indeed, LinkedIn, social media, websites, etc. It has an HR component with employment records. In addition, these improvements include removing many manual processes that Ascentis does not have the capability of handling. These processes include the recording of performance evaluations, training, corrective actions, etc. There are many components that UKG Ready has. While BATA may not have immediate need for some of the components, they can be easily added at a future date.

**WHY NOW:** Changing to UKG Ready will allow BATA to take advantage of the additional 18% federal operating reimbursement (all allowable for FY23), reduce the inefficiency of year-end tax reporting and setting up of employee benefits in two systems and finding a replacement for year-end tax reporting.

**COSTS:** Attached is a copy of the projected costs for UKG Ready compared to the current Ascentis system. The initial implementation of \$22,200 as well as the increase of \$5,225 in annual support costs is available in the existing FY23 planned expenses.

**TIMELINE:** Board approval now provides for an ideal startup timeline of October 1, 2023.

Bay Area Transportation Authority  
UKG Ready Payroll and HR Software

UKG Ready	FY23	FY24	FY25
Implementation Costs	\$ 22,200		
Timeclocks (Capitalized)	7,268		
<b>One-Time Costs</b>	<b>\$ 29,468</b>		
Annual Software Subscription	39,720	\$ 39,720	\$ 39,720
Depot Exchange Maintenance	570	\$ 570	\$ 570
<b>Total Costs</b>	<b>\$ 69,758</b>	<b>\$ 40,290</b>	<b>\$ 40,290</b>
Capital Exp	7,268	-	-
Operating Exp	62,490	40,290	40,290
Eligible Depr	1,454	1,454	1,454
<b>Eligible Expenses</b>	<b>\$ 63,944</b>	<b>\$ 41,744</b>	<b>\$ 41,744</b>
Fed Reimb Rate	36.0%	18.0%	18.0%
State Reimb Rate	34.9%	34.6%	34.6%
<b>Net Cost to BATA</b>	<b>\$ 18,628</b>	<b>\$ 19,793</b>	<b>\$ 19,793</b>

	Ascentis Annual	UKG Annual	Inc (Dec)
HR	7,711	7,200	(511)
Payroll	3,261	7,200	3,939
Attestation		600	600
Time and Attendance	5,578	7,200	1,622
Accruals		1,200	1,200
Leave		1,800	1,800
ACA	1,844	600	(1,244)
Benefits (HR Carrier Connect)	3,996	6,600	2,604
Recruiting	6,690	1,200	(5,490)
Rental Clock	1,482		(1,482)
Rental Clock	1,482		(1,482)
Tax Filing	600	1,920	1,320
Scheduler (currently When to Work)	650	3,000	2,350
<b>Current Services</b>	<b>33,295</b>	<b>38,520</b>	<b>5,225</b>
Performance		1,200	1,200
<b>New Services</b>	<b>-</b>	<b>1,200</b>	<b>1,200</b>
<b>Grand Total</b>	<b>\$ 33,295</b>	<b>\$ 39,720</b>	<b>\$ 6,425</b>

SUBJECT: Board of Directors Compensation Policy

EFFECTIVE DATE:

REVISED:

ISSUED BY:

APPROVED:

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PURPOSE:

To establish a compensation policy to address the compensation rates paid to the members of the Bay Area Transportation Authority Board of Directors.

POLICY:

Applies to actively serving BATA board members.

PROCEDURE:

Board members will receive an annual compensation payment based on \$40.00 per meeting for all regularly scheduled BATA Board Meetings, Special Meetings and Committee Meetings as well as the opportunity to take advantage of the BATA Free Ride Privilege Policy. Board members may choose to waive all or part of their compensation at their discretion.

Board members receiving compensation or reimbursement from another source for BATA meeting attendance shall not be compensated additionally by BATA (such as County Commissioners).

Board members shall submit their annual compensation request to the Board Chairperson prior to the end of the year for approval. Payment will be made by the Authority in the form of an accounts payable check. Any applicable taxes shall be the responsibility of the board member.

SUBJECT: Board of Directors Recognition Policy

EFFECTIVE DATE:

REVISED:

ISSUED BY:

APPROVED:

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PURPOSE:

To establish a recognition policy for members of the Bay Area Transportation Authority Board of Directors who serve the Board for ten years or more.

POLICY:

Applies to exiting BATA Board of Director members.

PROCEDURE:

Exiting BATA Board of Directors who have served on the BATA Board of Directors for at least 10 years will be recognized with a Board Resolution as well as a lifetime BATA rider pass, allowing the exiting Director free rides.

**ARTICLES OF INCORPORATION  
OF  
BATA**

**ARTICLE I**

The name of the corporation is BATA, hereinafter referred to as the "Authority."

**ARTICLE II**

The Authority created under these Articles is a new and successor organization to the Bay Area Transportation Authority, pursuant to the Public Transportation Authority Act. 1986 PA 196.

**ARTICLE III**

The Members of the Authority shall be Grand Traverse County and Leelanau County.

**ARTICLE IV**

The Authority shall be directed and governed by a 9-person Board of Directors, herein referred to as the "Board." Grand Traverse County shall appoint four members of the Board. Leelanau County shall appoint two members of the Board. The three remaining seats shall be "at-large" and shall be appointed by the majority vote of those members appointed and qualified to serve. The three at large Board members shall be appointed every three years for a three-year term. Each county's appointees shall be appointed for three-year terms.

**ARTICLE V**

The Authority is to be financed through grants of money or property from federal or state governments, other revenues from federal or state governments, fees from riders, fees from contract users, financial contributions from federal, state, county, city or township governments, taxes authorized by the voters or by members, and other miscellaneous sources. .

**ARTICLE VI**

The registered office and the registered agent of the Authority shall be as designated in the Bylaws.

## ARTICLE VII

The name and address of the incorporator is the Bay Area Transportation Authority, 3233 Cass Road, Traverse City, MI 49684.

## ARTICLE VIII

The purposes for which the Authority is created are:

1. To, pursuant to 1986 Public Act 196, as amended (Act 196), plan, promote, purchase, acquire, establish, own, lease, operate, or cause to be operated, maintained, improved, enlarged, or modernized, public transportation facilities and system within and outside the limits of the Members.
2. To do all things reasonably necessary, proper, or convenient for the accomplishments of any of the above purposes.

## ARTICLE IX

The Authority is hereby empowered to do anything authorized or permitted by Act 196, expressly or by implication, and to do any other lawful act reasonably necessary, proper, suitable, or convenient for the achievement of furtherance of the purposes above-stated.

## ARTICLE X

1. The Board members appointed by the Members shall be residents of the public entity appointing them and shall be over the age of 18 years. Board members may be elected or appointed officials of a political subdivision.
2. The term of each Board member shall begin on December 31.
3. The Board shall hold at least an annual meeting at such place and time as shall be fixed by the Board. The Board shall, at its annual meeting, elect a chairperson, vice-chairperson, and secretary, who shall be members of the Board. The Board shall have the authority to appoint a treasurer and recording secretary, who need not be members of the Board. The Board shall transact such other business as may be necessary at its annual meeting and shall fix the time and place for regular meetings.

4. The Authority and the Board shall be subject to the provisions of 1976 Public Act 442, as amended, (Freedom of Information Act) and 1976 Public Act 276, as amended, (Open Meetings Act).
5. The Board shall supply a system of accounts to conform to the system required by law and shall provide for the auditing of said accounts at least once a year by a certified public accountant.
6. The Board shall adopt bylaws, policies, and procedures it deems reasonably necessary or proper for the conduct of the business of the Board and for accomplishing the purposes for which the Authority is created.
7. The Board shall employ an Executive Director with such duties and authority as shall be determined by the Board. The Executive Director shall adopt rules, regulations, and/or policies governing the employees, property, and facilities under the Authority's jurisdiction.
8. The Executive Director of the Authority shall be charged with the responsibility of causing these Articles of Incorporation to be published in the Record Eagle and the Leelanau Enterprise and the printed copies of the Articles of Incorporation to be filed as provided in Act 196.

#### ARTICLE

##### XI

These Articles of Incorporation may be amended at any time by written document signed by not less than two-thirds (2/3) of the entire Board.

#### ARTICLE

##### XII

The Restated and Amended Articles of Incorporation shall be effective on the \_\_\_\_ **day of** \_\_\_\_, **2023**.

I hereby certify that the Restated and Amended Articles of Incorporation of BATA were adopted by the affirmative vote of not less than two-thirds of the entire BATA Board, at a meeting held on \_\_\_\_\_, **2023**.





## BYLAWS AND RULES OF PROCEDURE OF BATA

ADOPTED JULY 26, 1996, REVISED MARCH 31, 1999, REVISED JANUARY 30, 2013,  
REVISED APRIL 30, 2014, REVISED FEBRUARY 24, 2016, REVISED JANUARY 27,  
2022, \_\_\_\_\_

### PREAMBLE

This public body corporate, having been created pursuant to Act 196 of 1986, as amended, Public Acts of the State of Michigan (the "Act"), is named BATA (the "Authority"), and pursuant to the Act, power is granted to the Board of Directors of the Authority (the "Board") to make such rules and bylaws for its government as it may deem appropriate, not inconsistent with the Act creating the Authority. The bylaws of the Board are as follows:

### ARTICLE I

#### OFFICES

Section 1. Office. The principal office of the Authority shall be 3233 Cass Road, Traverse City, MI 49684.

### ARTICLE II

#### BOARD OF DIRECTORS

Section 1. General Powers. The property, affairs, and business of the Authority shall be managed by the Board to the extent of the powers and authority delegated to the Board by the Act. No person shall be entitled to exercise a proxy vote for any Board member. The governing body of the Authority is the Board.

Section 2. Number, Tenure and Qualifications. The Board shall consist of ~~seven~~nine members who shall be appointed as provided in its Articles of Incorporation. The Board shall exercise all of the powers and duties set forth under the provisions of said Act.

Section 3. Board Composition. It shall be the responsibility of the BATA Board Governance Committee to identify gaps in representation on the BATA Board as at-large seats are appointed. The Governance Committee shall endeavor to maintain balance in Board composition when recommending the at-large seat appointments.

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BATA's Board Governance Committee shall strive to maintain membership that will allow BATA's Board of Directors to be comprised of at least one representative of each of the following:

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- City of Traverse City
- Rider and/or Rider Representative
- Multi-modal Transportation Representative (such as TART, Norte, Groundworks)

- Rural Townships Representative
- Urban Townships Representative i.e., Garfield, East Bay, Acme, Elmwood

Section 3. Regular Meetings. Regular meetings of the Board shall be held at such times and places determined from time to time by resolution of the Board. If the date fixed for any such regular meeting be a legal holiday under the laws of the state of Michigan, then the same shall be held on the next succeeding secular day not a legal holiday under the laws of the state of Michigan, or at such other time within the month as may be determined by resolution of the Board. At such meetings the Board may transact such business as may be brought before the meeting. Virtual attendance is allowed within the parameters of the Open Meetings Act.

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Section 4. Order of Business\*. Conduct of a regular meeting shall require the following items of business:

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1. Call to Order by Chairperson
2. Pledge of Allegiance/Moment of Silence
3. Roll Call/Quorum
- ~~4.~~ First Public Comment
- ~~5.~~ 4. Approval of Agenda – Conflict of Interest
- ~~6.~~ 5. Consent Calendar\*
  - a. Approval of BATA Board Meeting Minutes
  - ~~b.~~ Acceptance of Reports and Other Minutes
  - ~~b-c.~~ Correspondence
- ~~7.~~ 6. Items Removed from Consent Calendar
- ~~8.~~ 7. Executive Director's Report
- ~~9.~~ 8. Chairperson Report
- ~~10.~~ 9. Committee Reports
- ~~11.~~ 10. Quarterly Finance Reports
- ~~12.~~ 11. Old Business
- ~~13.~~ 12. New Business
- ~~14.~~ 13. Board Discussion Items
- ~~15.~~ 14. Second Public Comment
- ~~16.~~ 15. Directors' Comments and Announcements/Open Floor
- ~~17.~~ 16. Adjournment

\*The Chairperson may establish the order of business, subject to an objection by a Board member in which case the order shall be decided by the Board. Items may be added to the Consent Calendar at the discretion of the Chairperson.

Section 5. Agenda Materials. Preparation of agenda materials for annual, regular, and special Board meetings shall be the responsibility of the Executive Director.

Section 6. Special Meetings. A special meeting of the Board may be called at any time by the Chairperson or Executive Director at his/her discretion. Special meetings shall also be called by the Executive Director after having received a written request by two members of the Board. Within 48 hours of written request by two members of the Board, the Executive Director shall schedule the special meeting within ten calendar days from the date of receipt of the second written request. Notice of special meetings stating the purpose shall be given to each member of

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the Board not less than 48 hours prior to the day named for the meeting.

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Section 7. Study Sessions of the Board. Study sessions of the Board may be held periodically as determined by the Chairman or by the Board. Notice of such study sessions shall be given to each member of the Board orally at least two days prior to the date of holding of such study sessions.

Section 8. Minutes of Meetings. The Board shall keep minutes of each meeting of the Board showing the date, time, place, members present, members absent, and any decisions made at the meeting. The minutes shall be public records open to public inspection and shall be available for public inspection not later than eight business days after the meeting to which the minutes refer. Approved minutes shall be available for public inspection not later than five business days after the meeting at which the minutes are approved by the Board.

Section 9. Open Meetings. The Board shall follow the Open Meetings Act.

Section 10. Quorum. A simple majority of the Board shall be necessary to constitute a quorum for a meeting.

**Commented [KD1]:** In person attendance for quorum and voting only allowable in person are components of the OMA. Due to the statement in Section 9, I have not changed the existing verbiage.

Section 11. Voting. All official action by the Board shall be taken in public session and shall be by resolution or motion. The affirmative vote of a majority of members present and qualified to vote shall be necessary for the adoption of any resolution or motion. All votes of the Board shall be taken and recorded by the Secretary. A roll call vote shall be taken when called for by any member of the Board.

Section 12. Vacancies. The Board may declare a vacancy occurring among its members by reason of death, resignation, disqualification, incapacity to serve, removal from office in accordance with law, or otherwise. A vacancy shall be filled in the manner provided for appointment in the Articles of Incorporation. No vacancies on the Board shall impair the power of the Board to transact any and all business for the Authority and perform all its duties as provided for by the Act.

Section 13. Compensation. Each member of the Board shall receive reimbursement for expenses incurred in the discharge of his/her duties as a Board member. Each member of the Board may receive compensation as determined by the Board.

**Commented [KD2]:** The Governance Committee needs to discuss whether this language is sufficient and/or if a meeting stipend should be identified and included in the Bylaws.

Section 14. Issue Policy Memoranda. The Board shall from time to time, issue policy memoranda, the purpose of which is to maintain continuity, coherence, and consistency in the policies of the Board for the benefit of all Board members and for the guidance of the Executive Director and staff.

Section 15. Public Comment. At any regular or special meeting, any interested person may address the Board on any agenda item if recognized by the presiding officer. Any interested person may address the Board on any matter of BATA concern during an agenda item designated Public Comment. The comment of any member of the public or special interest group may be limited in time to not more than five (5) minutes by the presiding officer. The presiding officer shall have the authority to limit and terminate any public comment that becomes disruptive,

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unduly ~~repetitive, or~~ repetitive or impedes the orderly progress of the meeting. The presiding officer shall control the order and duration of any public comment, subject to appeal.

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### **ARTICLE III**

#### **OFFICERS**

Section 1. Executive Director. The Executive Director shall be hired by the Board of Directors to be the Chief Executive of the Authority. The Executive Director shall have control and management of the Authority and shall be responsible for the business of the Authority and the employees thereof. The Executive Director shall direct the enforcement of all resolutions, rules, and regulations adopted by the Board. The Executive Director shall normally attend all meetings of the Board. The Executive Director shall be responsible for all purchases on behalf of the Authority. All of the above powers shall be exercised by the Executive Director under the general policy of the Board, consistent with the Authority's annual operating budget as approved by the Board.

Section 2. Officers of the Board. The officers of the Board shall be elected by the Board from among its members and shall be a Chairperson, Vice-Chairperson and Secretary. Terms shall be for one year with elections annually at the annual meeting.

Section 3. Vacancies. Should any office described above become vacant, the Board shall elect a successor from among its members at a regular or special meeting of the Board and such election shall be for the unexpired term of said office.

Section 4. Duties. Board member officers:

(a) Chairperson. The Chairperson of the Board shall have the following powers and duties.

- (1) Preside, when present, at all meetings of the Board and shall consult with the Executive Director on the agenda for regular and special Board meetings.
- (2) Propose and discuss motions and shall vote on all resolutions and motions but the Chairperson shall vacate the chair when participating in discussions or when proposing motions.
- (3) Together with the Executive Director, execute and acknowledge in the name of the Authority all mortgage, bonds, and other instruments of indebtedness except that the Board, by resolution, may authorize the Chairperson and the Executive Director to execute short term promissory notes provided that both of the authorized signatures appear on the short term promissory note.
- (4) Appoint members of committees with concurrence of the Board.
- (5) Be a member ex-officio without voting authority of all committees.
- (6) Perform all such other duties as from time to time shall be assigned by the Board.

(b) Vice-Chairperson. In the absence or disability of the Chairperson, the Vice-Chairperson shall perform all the duties of the Chairperson, and when so acting, shall have all the powers of, and be subject to all the restrictions upon the Chairperson.

(c) Secretary. The Secretary shall cause minutes to be kept of all meetings and shall attend to the giving and receiving of all notices of the Authority and the Board. The Secretary may designate a BATA employee to assist in performing these duties.

Section 5. Registered Agent. The Executive Director shall be the registered agent and the principle office the registered address.

#### **ARTICLE IV**

#### **COMMITTEE**

##### **Section 1. Committees.**

Established. The Board may by resolution establish committees which shall consist of members of the Board as may be appointed by the Chairperson, with the concurrence of the Board.

Duties. The instructions, procedures, and scope of the committee's responsibility shall be determined by the Board.

#### **ARTICLE V**

#### **FISCAL YEAR**

Section 1. Fiscal Year. The fiscal year of the Authority shall be a fiscal year beginning in the first day of October of each year and ending on the 30th day of September the next ensuing year.

#### **ARTICLE VI**

#### **AMENDMENTS TO BYLAWS**

Section 1. Bylaws. These Bylaws may be altered, amended, or repealed and new Bylaws adopted, by vote of five members of the Board at any regular or special Board meeting, provided that at least ten days' written notice incorporating the exact language of the proposed change has been given to all members of the Board.



**ARTICLE VII**

**PARLIAMENTARY RULES**

Section 1. Parliamentary Rules. Except where inconsistent with the Act or these Bylaws, Robert's Rules of Order, as from time to time revised, shall govern the proceedings of the Board and its committees.

ADOPTED JULY 26, 1996, REVISED MARCH 31, 1999, REVISED JANUARY 30, 2013,  
REVISED APRIL 30, 2014, REVISED FEBRUARY 24, 2016, REVISED JANUARY 27, 2022