

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE JULY 13, 2011 SPECIAL MEETING MINUTES**

The special meeting was called to order by Supervisor Brenda Stumbo at approximately 9:00 a.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township.

Members Present: Supervisor Brenda L. Stumbo. Clerk Karen Lovejoy Roe, Treasurer Larry Doe, Trustees Jean Hall Currie, Mike Martin and Scott Martin

Members Absent: Trustee Stan Eldridge

Legal Counsel: Wm. Douglas Winters

1. CHARTER TOWNSHIP OF YPSILANTI, ET AL V WASHTENAW COUNTY ET AL, WASHTENAW COUNTY CIRCUIT COURT NO. 06-059-CK - SETTLEMENT PROPOSAL

Attorney Winters stated the Township Board had met in closed session on June 29, 2011 as a result of the facilitation presided by retired Circuit Court Judge James Rashid from Wayne County. He said the facilitation was ordered by Judge Costello as a result of the February, 2011 hearing.

Attorney Winters provided a detailed account of the steps leading to the lawsuit filed against the Washtenaw County Board of Commissioners so members not on the board in 2006 would have a complete understanding of why the Township was ordered to mediation.

Attorney Winters stated he and the three full-time officials attended the mediation hearing on June 22, 2011. He said the number one issue was that the Township had not received any documentation verifying the number of hours the deputies spent in Ypsilanti Township. He said during the hearing, it was learned that all the records for Station 8 were missing and had yet to be located, which amounted to approximately 16,000 hours. Attorney Winters said, in addition, there was another 4,000 hours that did not have daily activity logs.

Attorney Winters stated it was the Township's position that the County should share a portion of the 20,000 hours in question. He said the recommendation of Judge Rashid was that Ypsilanti Township should pay the County \$732,927 based upon 60,000 hours and August Township should pay \$16,500.

Attorney Winters stated Augusta Township had met in executive session to discuss the settlement and authorized him to proceed with the settlement. He said the County had also met but the results were still unknown. Attorney Winters said all parties were required to notify Judge Rashid by the end of the day on whether or not they were in agreement with the settlement.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Scott Martin to approve the settlement proposal in the amount of \$732,927 from Ypsilanti Township to Washtenaw County as full and final settlement of all claims emanating from the case involving Washtenaw County, Case #06-59 CK and to authorize signing of the agreement.

Treasurer Doe stated it was a shame that the Township was charged this penalty but the lawsuit forced a real review of the cost per deputy.

Attorney Winters said the next four-year recommendation was approved by the County Board with 1% increase each year.

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Trustee Mike Martin said he supported the determination and dedication of Attorney Winters and Mike Radzik over the last few years. He stated he thought it was important to get the message out to the public of what it would have cost taxpayers for Police Services if the Township had not elected to file a lawsuit.

Clerk Lovejoy Roe stressed that the Township had negotiated in good faith for a long contract with the County before the County decided to change their commitment. She commended Attorney Winters for a job well-done.

Supervisor Stumbo explained this was the second time the Township had gone to mediation but this was a much better result because the right people were in the room. She said she felt Conan Smith was one of the game changers along with the new County Administrator, Verna McDaniels.

The motion carried unanimously.

**2. INTERLOCAL SERVICE AGREEMENT BETWEEN YPSILANTI
COMMUNITY UTILITIES AUTHORITY AND THE CHARTER TOWNSHIP OF
YPSILANTI**

A motion was made by Treasurer Doe, supported by Trustee Currie to approve the Interlocal Service Agreement between Ypsilanti Community Utilities Authority and the Charter Township of Ypsilanti and to authorize signing of the agreement (see attached).

Supervisor Stumbo stated the service agreement was for the repair and maintenance of township vehicles and would also help with the State's desire for more cooperative agreements with other entities in order to receive State Shared Revenue.

The motion carried unanimously.

The meeting adjourned at approximately 10:00 a.m.

Respectfully submitted,

Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti

Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

INTERLOCAL SERVICE AGREEMENT

FOR VALUABLE CONSIDERATION the receipt and adequacy of which is acknowledged, this agreement is entered into between the **Ypsilanti Community Utilities Authority**, 2777 State Road, Ypsilanti, MI 48198, and, the **Charter Township of Ypsilanti**, 7200 S. Huron River Drive, Ypsilanti, MI 48197 (the "Parties").

A. ACKNOWLEDGEMENTS

The Parties acknowledge that:

1. The Charter Township of Ypsilanti ("Township") and the Ypsilanti Community Utilities Authority ("YCUA") are separate Michigan municipal corporations that own and use certain public works vehicles and equipment that require maintenance and repair from time to time.
2. YCUA has operational vehicle and equipment maintenance garages and personnel capable of repairing and maintaining public works vehicles and equipment.
3. The Township desires and YCUA agrees that YCUA will provide repair and maintenance services for Township vehicles and equipment as provided in this agreement.

B. AGREEMENT

THEREFORE, subject to the terms, conditions and limitations herein, the Parties agree as follows:

1. The Township may, from time to time, deliver one or more Township vehicles and/or pieces of equipment to YCUA for repair or maintenance (the "services"). In advance of performing services, YCUA will prepare a written estimate of the cost of the services and will provide the estimate to the Township, by e-mail, for advance approval. No services under this agreement will be provided to the Township by YCUA without written approval from the Township, by e-mail, in advance.
2. If approved, YCUA will perform the services and will notify the Township upon completion that the vehicle and/or equipment is ready for pick up by the Township.
3. YCUA shall invoice the Township for services under this contract on a monthly basis and payment will be due from the Township to YCUA within 30 days of the Township's receipt of a services invoice.
4. YCUA, in its sole discretion, may refuse to repair and/or maintain any Township vehicle or piece of equipment and the Township is not obligated to use YCUA's services exclusively and is expressly free to seek and receive similar services from any other source or vendor, in the Township's sole discretion.

5. All services rendered by YCUA under and pursuant to this agreement are provided to the Township without warranties of any sort, express or implied, and without promises or guarantees of any nature whatsoever concerning the quality, adequacy or completeness of parts, workmanship or services, without exception.

6. Each party's relationship to the other party is that of an independent contractor under this agreement. No liability, right or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any party or to any person as a result of this agreement or as a result of services provided under this agreement.

7. The Township agrees to defend and indemnify YCUA and to hold YCUA harmless and, its Commissioners, employees, agents, and all others working for or on behalf of YCUA, against any and all claims, demands, suits, or losses, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, that arises out of or is in anyway connected or associated with services performed for the Township under this agreement. YCUA shall indemnify and defend the Township and hold the Township harmless, and its Trustees, employees, agents, and all others working for or on behalf of the Township, from any and all claims of damage against the Township or for damages to the Township's vehicles and/or equipment proximately caused by the gross negligence of YCUA in providing services under this agreement. The duties to indemnify, defend and hold harmless established and provided for under this paragraph, for the benefit of YCUA or the Township, shall include litigation costs and fees including attorney fees.

8. This agreement shall remain in effect until terminated by either party. Either party may terminate this agreement for any reason and without penalty at any time and in its sole discretion. Either party may deliver a written notice of termination of this agreement to the other party and termination shall be effective thirty (30) days from the date of such termination notice. Upon receipt of a notice of termination by the Township, YCUA shall have thirty (30) days to complete all pending services and to invoice the Township for any balances due, not previously invoiced, and the Township shall remain responsible for payment for services, parts, and supplies invoiced prior to termination or after termination, as provided in this paragraph.

9. This agreement may not be altered, amended or modified except by a written document signed by the Parties.

10. This agreement shall be construed and interpreted in accord with Michigan law and as though it was drafted equally by the Parties.

11. The Parties agree to cooperate fully and to execute any and all documents and to take all additional actions necessary to give full force and effect of the terms, conditions, and intent of this agreement.

12. If any of the provisions or a portion of any provision of this agreement is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the remaining provisions of this agreement will not be affected thereby.

13. This agreement and its terms, conditions and limitations are for the sole benefit of the Parties and do not and shall not be construed to confer any rights on any other person(s), municipality, municipalities, or any other entity or entities.

14. This agreement may be executed in counter parts, each of which will be deemed an original and all of which together will constitute one in the same instrument.

15. This agreement will be effective and binding upon the date of the last party's execution and approval of this agreement.

DATED: _____, 2011

Ypsilanti Community Utilities Authority

By: _____

Its: _____

DATED: _____, 2011

Charter Township of Ypsilanti

By: _____

Its: _____

By: _____

Its: _____