



AGENDA
CHARTER TOWNSHIP OF MERIDIAN
TOWNSHIP BOARD – SPECIAL MEETING
April 21, 2024 10:00 AM

1. CALL MEETING TO ORDER
2. PLEDGE OF ALLEGIANCE/INTRODUCTIONS
3. ROLL CALL
4. CITIZENS ADDRESS AGENDA ITEMS AND NON-AGENDA ITEMS
5. APPROVAL OF AGENDA
6. ACTION ITEMS
 - A. Resignation Agreement
 - B. Consultation Agreement
 - C. Appointment of Interim Manager
 - D. Other action as the Board deems appropriate.
7. COMMENTS FROM THE PUBLIC
8. OTHER MATTERS AND BOARD MEMBER COMMENTS
9. ADJOURNMENT

All comments limited to 3 minutes, unless prior approval for additional time for good cause is obtained from the Supervisor.
Appointment of Supervisor Pro Tem and/ or Temporary Clerk if necessary. Individuals with disabilities requiring auxiliary aids or services should contact the Meridian Township Board by contacting: Township Manager Frank L. Walsh, 5151 Marsh Road, Okemos, MI 48864 or 517.853.4258 - Ten Day Notice is Required.

Meeting Location: 5151 Marsh Road, Okemos, MI 48864 Township Hall
Providing a safe and welcoming, sustainable, prime community.

From: Meridian Township, MI <webmaster@meridian.mi.us>
Sent: Saturday, April 20, 2024 10:22 PM
To: Deborah Guthrie <guthrie@meridian.mi.us>
Subject: giving outgoing twp mgr a contract , MI

Message submitted from the <Meridian Township, MI> website.

Site Visitor Name: [REDACTED]

Site Visitor Email: [REDACTED]

I am writing to express my concern with giving Frank Walsh, the outgoing township manager, some type of "contract" after the board negotiates his removal. If he has done any of the things I've read about in the news he needs to be terminated and leave. It's bad enough he gets a \$160,000 payout. NO CONTRACT.

RESIGNATION AGREEMENT AND RELEASE OF CLAIMS

This Resignation Agreement and Release of Claims ("Agreement") is between Meridian Charter Township, ("Township") and Frank L. Walsh ("You") (collectively, the "Parties"), who agree:

1. **Resignation and No Further Duties as Manager.** As of April 21, 2024, you irrevocably resign your employment with the Township. You are relieved of all duties and obligations as Township Manager on that date. You acknowledge that the Township has relied upon the irrevocable effect of your resignation as consideration for the benefits granted in the Agreement.

2. **Payments Previously Owed.** You will receive your regular wages and benefits and all other forms of compensation which you have earned from your employment with us through April 21, 2024, according to our written policies and your Employment Agreement. This includes:
 - A. payout of 70 days of accumulated but unused paid vacation time, to be paid with the next regular payroll period for the Township; and
 - B. Retiree health care (medical, dental, and vision coverage) for you and your spouse, provided that you pay 50% of the annual cost for same. This benefit shall terminate if the Township eliminates retiree health care for all current and future retirees. Coverage may also be available to you (at your cost) under the law commonly known as "COBRA." You will receive information about your rights under this law in a separate mailing.

3. **Release Consideration.** Based on the parties' mutual agreement to conclude your employment, and in exchange for the Release in this Agreement:
 - A. The Township will payout 33 days of accumulated, but unused vacation time; and
 - B. The Township will waive the two-week notice of resignation and permit payment of the value of 25% of your sick time into your ICMA/RHS account; and
 - C. Through the calendar year 2024, the Township will pay the full annual cost for retiree health care (medical, dental, and vision coverage) for you and your spouse.

Except as provided in this Section 3, all fringe benefits end at midnight on your last day of employment as set forth in Section 1.

4. **Consideration Exceeds Pre-Existing Obligations.** You understand that the release consideration you are receiving would not otherwise be available but for your resignation and the terms of this Agreement. You agree the release consideration in Section 3: (1) exceeds any pre-existing obligation which the Township has to you; (2) is not compensation for any services which you have already performed but for which you have not been paid; and (3) is not being paid for services to be rendered by you at some future time. You are neither required, nor authorized, to provide any service to the Township or on its behalf after the date your employment ends, except as expressly provided for in this Agreement or such other agreement as the parties may negotiate. You are not to hold yourself out in any way as being currently affiliated with the Township in any capacity as an employee or agent, unless so authorized by the Township Board.

5. **References.** If a third party contacts the Township for a reference, the Township will provide only dates of employment as Manager and the effective date of your resignation. No additional information will be provided without a signed release from you.

6. **Release.** In further exchange for the promises in this Agreement, you release the Township from all claims and rights which you may have, whether they are currently asserted or not. This includes but is not limited to any claim, charge, or suit before any court of competent jurisdiction, or administrative body, alleging a breach of any duty or duties under statute or common law. This release applies to claims resulting from anything which has happened up until now, even if you do not discover that you have a claim until later. This release applies to all types of claims, including but not limited to discrimination, harassment, or retaliation claims arising under Title VII of the Civil Rights Act of 1964, the Federal Age Discrimination in Employment Act, the Americans with Disabilities Act, the Elliott-Larson Civil Rights Act, the Whistleblower's Protection Act, the Occupational Safety and Health act, the Michigan Occupational Safety and Health Act, and every other federal, state, or local law or ordinance. This release also applies to breach of contract claims and all other equitable or tort claims that you could bring against the Township arising out of your employment or the end of your employment. Both parties acknowledge that some legal claims may not be waived under the law without court or agency approval. You specifically warrant and acknowledge that you are not aware of any claim that you might have under either of these or other laws and that, regardless of the existence of such a claim, the compensation being provided as part of this Agreement constitutes full and fair compensation for any claim that you have but which you may not legally waive. This compensation shall be applied as a credit to any claim that you might assert. For those claims that you are not legally permitted to release, you agree not to seek or accept any damages, remedies, or other relief for yourself personally with respect to any claim.

7. **Compliance with Agreement.** To receive the release consideration described in this Agreement, you must comply with the terms of this Agreement. If you breach or fail to abide by the terms of this Agreement, in addition to other remedies which may be available to the Township, the Township may permanently discontinue all remaining payments and benefits and, to the extent any such payments have already been made, you must repay such to the Township. If the Township exercises its right to discontinue or recoup payments and benefits, you will continue to be bound by this Agreement.

You agree that any breach of this Agreement would result in irreparable injury to the Township for which there would be no adequate remedy at law, and any such breach or threat of such breach by you shall entitle the Township to an immediate injunction and restraining order to prevent further harm without having to prove damages, or post bond or other security. This does not limit the ability of the Township to pursue and secure an award for financial damages as well.

8. **21 Days To Consider.** You acknowledge that you are advised that you have a period of 21 days during which to consider the terms of this Agreement prior to accepting and signing it. If you decide to sign the Agreement prior to the expiration of that 21-day period, you represent that it is your desire to do so, and that you are not waiving your right to consider this Agreement at the demand, advice, or suggestion of the Township.

9. **7 Days to Revoke** You also acknowledge that you have a period of 7 days following your execution of this Agreement within which to revoke your agreement to the same by timely notification by 5 p.m. to Supervisor Pro Tem Scott Hendrickson via e-mail at hendrickson@meridian.mi.us. You understand that this Agreement will become effective and enforceable after the 7-day period without any further action by you.
10. **Return of Property.** You agree to immediately return to the Township any property in your possession, custody, or control that belongs to the Township, except the Township cellular phone at this time.
11. **Compromise.** The Parties understand that releases and agreements such as this one arise out of a mutual desire to have employment end in an amicable manner. By agreeing to this release, neither party concedes they have done anything illegal or are liable to each other for any reason.
12. **Consultation with an Attorney.** Even though this Agreement is written in plain English, you are advised to discuss it with, or have it reviewed by, an attorney or other advisor of your own choosing before signing it.
13. **Acknowledgments.** The parties have each read this entire Agreement. They have had an opportunity to discuss it with their attorneys or advisors. They each understand the effects of this Agreement. They are entering into this Agreement and accept all terms voluntarily.
14. **Benefit of Agreement.** The parties intend this Agreement will be binding upon and benefit both parties, including upon persons or entities that might assume either parties' legal rights in the future, such as families, heirs, trustees, successors, officers, employees, and directors of the Township.
15. **Entire Agreement.** This document sets forth the entire agreement between the parties. It supersedes any promises or agreements that the parties might have discussed or made to each other, but which were not placed in this Agreement. This Agreement may not be modified or amended except by another agreement that is in writing and that is signed by both parties.

Signature Page to Follow

Agreed:

Date: April ____, 2024

Frank L. Walsh

Meridian Charter Township

Date: April ____, 2024

Supervisor Patricia Herring Jackson

Date: April ____, 2024

Clerk Deborah Guthrie

CONSULTING AGREEMENT

This Consulting Agreement (“Agreement”) is entered into as of April 21, 2024 between Meridian Charter Township, whose address is 5151 Marsh Rd., Okemos, MI 48864 (“Township”) and Frank L. Walsh (“Consultant”) (collectively, the “Parties”).

WHEREAS, Mr. Walsh previously served as Township Manager for 11 years until his resignation on April 21, 2024

WHEREAS, in the interest of a smooth transition and in recognition of Mr. Walsh’s municipal management experience and knowledge, particularly his experience and knowledge regarding Meridian Charter Township, the Township desires to retain his services beginning May 1, 2024 through the remainder of calendar year 2024.

Therefore, the Parties agree:

1. **Scope of Work.** The Township agrees to engage the services of Frank Walsh as a consultant. He will provide advice and assistance to the Township on the following: (1) oversight and facilitation of the development of the 2025 Township Budget and (2) a lead the Meridian Township Community & Senior Center Project conceptual team. In the Community & Senior Center Project role, he will facilitate site selection, design decisions, fundraising, and financial oversight.

The Consultant and the Township Board may agree to expand the scope of work to fit the Township need and goals. He will also make himself available to answer questions, provide information and otherwise fully cooperate in any pending or transitional matters on which he worked as the Township Manager, or about which he may have personal knowledge.

The Consultant reports directly to the Township Board. He will have no set hours, nor office, but shall make himself available on an as-needed basis for meetings of the Township Board or other Boards, Commissions, or management meetings, based on the scope of work.

2. **Term and Termination.** The Term of this Agreement shall end at the close of business on December 31, 2024. Unless the Parties mutually agree to extend the Term, it will end at the expiration of the Term. This Agreement may be terminated by either party for any reason upon thirty (30) calendar days’ prior written notice.
3. **Compensation.** Township shall pay Consultant a total of \$160,823 over the course of the Term of this Agreement, paid in equal installments bi-weekly through accounts payable.
4. **Independent Contractor Status.** Consultant is an independent contractor, not an employee and Consultant may not hold himself out to the public as anything but that. The Township will not provide, nor will it be responsible to pay for, any insurance or benefits for Consultant. Consultant is responsible for securing insurance and benefits at his sole option and cost, including but not limited to, workers' compensation or disability benefits insurance, and any other insurance as may be required by law, as well as automobile and personal injury insurance.

Consultant is responsible for the payment of all required payroll taxes, whether federal, state, or local in nature, including, but not limited to, income tax, Social Security, unemployment, and any other fees, charges, or licenses required by law. Consultant is responsible to supply his own personnel, equipment, materials, and supplies to accomplish the designated services to be performed. The only exception to this is (1) Consultant may utilize a cellular phone previously provided to him for his Manager role and (2) the Township may be required to provide certain equipment, facilities, etc. if doing so is within the Township's sole ability or otherwise required to facilitate this scope of work. Consultant may engage in any other business and is not required to devote all of his energies exclusively for the benefit of the Township.

5. **Removal and Return of Township Property.** The parties agree that Consultant may need to perform responsibilities under this Agreement at locations other than the Township offices and to that limited extent and purpose, may remove related documents and property from the Township office with Township Manager approval. Consultant must provide access to and return any such removed documents and property upon request of the Township. Consultant must return all Township property immediately upon the termination of this Agreement.
6. **No Assignment.** Consultant shall not assign any rights or delegate or subcontract any obligations under this Agreement. Any assignment shall terminate this Agreement immediately and this Agreement shall be deemed null and void.
7. **Governing Law; Consent to Jurisdiction.** The parties agree that all rights and obligations under this Agreement are governed by the laws of the State of Michigan without giving effect to its conflicts of law provisions. Both Parties irrevocably agree and consent that any action related to this Agreement may be brought in any state or federal court that has subject matter jurisdiction and is located in, or whose district includes, Ingham County, Michigan.
8. **Remedies.** No right or remedy under this Agreement conferred upon or reserved to the Township is exclusive of any other right or remedy. Every right or remedy is cumulative and in addition to any other right or remedy now or later existing.
9. **Entire Agreement; Modification.** This Agreement contains all the terms and conditions governing Consultant's services to the Township. This Agreement may only be modified by a writing signed by both Parties.
10. **Maximum Effect of Agreement.** If any provision of this Agreement is, at any time, prohibited or unenforceable by law, it shall be ineffective only to the extent and for the duration of such prohibition and such enforceability shall not invalidate the remaining provisions of this Agreement.

11. Consultation & Drafting. Both Parties have carefully read this Agreement and had the opportunity to consult with their respective attorneys, understand its contents, and sign as their free act and deed. This Agreement shall be deemed to have been drafted by all Parties.

Agreed:

Date: April ____, 2024

Frank L. Walsh

Meridian Charter Township

Date: April ____, 2024

Supervisor Patricia Herring Jackson

Date: April ____, 2024

Clerk Deborah Guthrie