

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF DETROIT BOARD OF WATER COMMISSIONERS
AND
CITY COUNCIL OF THE CITY OF DETROIT

1. **PARTIES.** This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between the City of Detroit Board of Water Commissioners (Board) and the City Council of the City of Detroit.

2. **PURPOSE.** To provide the community with increased opportunities for public comment to the Board and, specifically, on the Detroit Water and Sewerage Department budget, rates, contract decisions, and overall operations, the Board will hold five (5) evening community meetings in various non at-large districts. The five (5) evening community meetings are in lieu of and replace regular monthly business meetings held during the day in Board chambers.

3. **BACKGROUND.** The Detroit City Council, as the duly elected representatives of the citizens of Detroit, requests the Board to hold several community meetings per year in various Districts and desires to enter into this MOU to increase citizens’ accessibility to Board meetings. The Board has a commitment to public engagement, welcomes this request and will move expeditiously to host meetings in the community. The Board will hold five (5) evening community meetings each calendar year in various Districts, including one (1) meeting in January during which the Board will hold its annual budget discussion, one (1) meeting during which the Board will hold its annual public hearing on rates, and one (1) meeting during which the Board will vote on rates that will be separate from meetings on rates held before City Council. Seven (7) other regular monthly meetings will be conducted during daytime hours in Board chambers.

4. **PROCEDURE AND RESPONSIBILITIES.**

A. The five (5) evening community meetings are in lieu of and replace regular monthly business meetings held during daytime hours in the Board chambers, and the Board will conduct its normal business, including approval of contracts, setting policies and procedures, attending to employment issues, etc.

B. The evening community meetings shall begin between the hours of six (6) o’clock P.M. and seven (7) o’clock P.M. at a location in one of the seven (7) City Districts and shall not conflict with an evening City Council meeting scheduled under City Charter Section 4-102 or a Mayoral meeting scheduled under City Charter Section 5-110.

C. The meeting shall be published and noticed in the manner set forth in the Michigan Open Meetings Act. The Board will also notify City Council Members and

Department of Neighborhoods District Managers representing the district in which the meeting will be held and the two or three districts with the closest proximity to the meeting location.

D. The Board shall hold its January meeting in the community, during which time it will hear public comment regarding the Detroit Water and Sewerage Department budget and any other matters.

E. The Board will similarly hold two (2) separate meetings in the community on water, drainage and sewer rates. One meeting will include a public hearing on the rates and a subsequent meeting will be called during which the Board will vote on rates and any other business matters.

F. The Board will set two (2) additional evening community meetings during the calendar year.

G. Each community meeting will be held in a different City District. At least two (2) of the five (5) meetings will combine two adjacent districts (i.e. District 3 & 4 will be a combined meeting).

H. The Detroit City Council will not approve a resolution to submit a ballot proposal for amendment of Charter Section 7-1202 unless the Board fails to uphold the terms of this MOU.

I. Should a Charter amendment addressing Board evening community meetings be presented to the Detroit City Council by the citizens of the City of Detroit, the Detroit City Council retains the right to approve or deny the proposed amendment for placement on a ballot. Upon successful approval by the voters of the City of Detroit, this MOU becomes null and void.

5. GENERAL PROVISIONS

A. **AMENDMENTS.** Either party may request changes to this MOU. This MOU shall be revisited and potentially amended whenever a new Chairperson is elected to the Board. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when voted for approval by a majority of the members of the respective parties.

B. **APPLICABLE LAW.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Michigan.

C. **ENTIRETY OF AGREEMENT.** This MOU, consisting of three (3) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral. No supplement, modification, or amendment of this Agreement shall be binding until there is a majority vote by the respective

parties. A waiver of any of the provisions of this Agreement shall not constitute a waiver of any other provisions of this Agreement, nor shall any one waiver constitute a continuing waiver.

D. **SEVERABILITY.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

E. **GOOD FAITH PERFORMANCE.** Each party covenants, warrants, and represents that it shall comply with all laws and regulations applicable to this MOU and that it shall exercise due care and act in good faith at all times in performance of its obligations under this MOU.

F. **APPROVAL.** The parties have approved this MOU by a majority vote of their respective members on the dates set out below and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

DETROIT CITY COUNCIL:

**DETROIT BOARD OF WATER
COMMISSIONERS:**

BY: BRENDA JONES
ITS: PRESIDENT
PURSUANT TO A MAJORITY VOTE OF ITS
MEMBERS ON

BY: MICHAEL EINHEUSER
ITS: CHAIRMAN
PURSUANT TO A MAJORITY VOTE OF ITS
MEMBERS ON

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