

SETTLEMENT AGREEMENT AND COMPLETE RELEASE

This Settlement Agreement and Complete Release (“Agreement”) is entered into by and between Plymouth District Library (“PDL”), a district library established under Act 24 of 1989 with its principal place of business at 223 S. Main St, Plymouth, MI 48170 and Wayne County, Michigan, collectively “the Parties” on the terms and conditions set forth below.

WHEREAS,

- Wayne County Treasurer sent an Invoice to the Plymouth District Library, Invoice # WCT-11, dated May 6, 2025, claiming PDL owed Wayne County \$274,637.39 for years 2014 to 2023 as follows:

DESCRIPTION	AMOUNT
2014 Year	89,046.69
2015 Year	70,491.41
2016 Year	90,807.62
2017 Year	41,089.86
2018 Year	37,009.48
2019 Year	(11,031.00)
2020 Year	(12,404.01)
2021 Year	(9,834.22)
2022 Year	(12,524.48)
2023 Year	(8,013.96)
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For Questions please call Melissa Evans at 967-2289 **SUBTOTAL** 274,637.39

- PDL responded on May 28, 2025 objecting to this invoice (1) because there is no legal basis or mechanism for the Wayne County Treasurer to issue an invoice to a library for alleged overpayment of penal fines, (2) because PDL had no information about how the payments/charges on the Invoice were calculated and the invoice lacked a detailed explanation of how the alleged overpayments and underpayments were calculated and the data that was the basis for the calculation, and (3) because the Invoice sought payment of funds more than six years old and any claims for overpayments prior to May 6, 2019 are time-barred and unenforceable.

3. The Parties, through counsel, have had numerous discussions regarding the amounts in the invoice and the basis therefore. The Parties have reached a compromise and wish to resolve all disputes and differences on the terms stated herein to avoid litigation and buy peace;

THEREFORE, in consideration of the mutual promises and agreements contained herein, the Parties agree as follows:

1. Both parties acknowledge they have full knowledge of all the facts concerning any and all claims each has and may have against the other, warrants and represents that each owns the claims being released and discharged herein and has the express authority to enter into this Agreement. Both parties also acknowledge that no third party has been assigned or subrogated any rights or claims referred to herein.
- 2.—Wayne County states that the alleged overpayment figures were calculated by the Library of Michigan and that it did not conduct any independent calculations. PDL agrees to pay Wayne County \$274,637.39 as a full and final settlement amount. There shall be no interest or other fees added to this amount. Wayne County agrees this will satisfy all financial obligations of PDL to Wayne County through the date of this Agreement. PDL shall issue said payment within twenty-one (21) days of the last signature on this agreement. ~~Wayne County shall defend, indemnify, and hold PDL harmless from and against any and all claims, demands, actions, liabilities, damages, losses, or expenses of any kind asserted by any person or entity arising out of or relating in any way to calculation, allocation, withholding, or payment of penal fines through the date of this Agreement, including any allegation of overpayment, underpayment, or improper payment of such funds, whether or not the claim relates to the payments addressed in this Agreement.~~
3. Wayne County Treasurer shall within ~~seven (7)~~ twenty-one (21) days of the last signature on this Agreement remit to PDL \$40,106.10 for PDL's 2025 Penal Fine disbursement which Wayne County withheld. Wayne County agrees it shall timely remit PDL's 2026 portion of all penal fines and PDL's portion of penal fines going forward in accordance with applicable law and within the time frames provided by statute or administrative rule.
4. The obligations herein are a full and final settlement of this dispute of all issues between the Parties through the date of the signatures on this Agreement. Aside from the obligations in this Agreement, the Parties release and forever discharge each other and each of their agents, attorneys, representatives, successors, affiliates, assigns, and insurers, from any and all actions, causes of action, claims, demands, damages, both actual and exemplary, whether actually raised or which could have been raised regarding any disputes arising out of or relating to the allocation, calculation,

disbursement, collection, or payment of penal fines through the date of this Agreement..

It being the intention of the Parties to make this release as broad and as general as the law permits, this release includes all claims whatsoever founded on contract, tort, statute, local or common law, warranty (implied or expressed), licensing or administrative claims, or any other theory or grounds. This is a full, complete and unequivocal release. For the sake of clarity and not limitation, this release applies to all claims, known or unknown, accrued or unaccrued.

5. This Settlement Agreement is made without any admission of liability, fault, or wrongdoing by any Party, all of which is expressly denied. This resolution is simply to avoid further disputes and buy peace.
6. This Agreement shall be interpreted in accordance with, and governed by the laws of, the State of Michigan.
7. In the interpretation of this Agreement, it shall be construed as if it were written jointly by all Parties hereto, and no inference or presumption shall be made or drawn either for or against any Party by virtue of who might have prepared this document. The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
8. The Parties acknowledge that they have each had an opportunity to review this Agreement with counsel of their choice, that they are satisfied with all the terms, conditions, obligations and responsibilities contained in this Agreement, that no other representations, warranties, guaranties, or promises, either written or oral, have been made to him or his counsel to either induce or coerce them to accept and sign this Agreement, and that the terms contained in this Agreement are all the terms agreed upon by the Parties.
9. This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes any and all prior negotiations, discussions, representations, or understandings, whether written or oral.
10. If any provision of this Agreement is found to be invalid or unenforceable by a court of law with appropriate jurisdiction, the remaining provisions shall remain in full force and effect and the invalid or unenforceable provision shall be modified to the minimum extent necessary to make it enforceable while preserving the Parties' original intent.
11. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall constitute a single instrument. The Parties to this Agreement further agree that a facsimile, scan or email copy of this Agreement containing counterpart signatures shall be valid and binding for all purposes. Electronic signatures (such as via docuSign) are also binding as original ink signatures.

By signing below the parties hereby acknowledge, understand, and agree to be bound by the terms of this Agreement.

WAYNE COUNTY

By:

[PRINTED NAME], [TITLE]

[PRINTED NAME], [TITLE]

PLYMOUTH DISTRICT LIBRARY

By:

[PRINTED NAME], [TITLE]

[PRINTED NAME], [TITLE]