

COOPERATIVE AGREEMENT

This COOPERATIVE AGREEMENT (hereinafter “Agreement”) is made and entered into this ____ day of September, 2026, but effective as of July 1, 2016, when the prior Lease between the Parties expired (hereinafter “Effective Date”), by and between **LIVONIA PUBLIC SCHOOLS**, a Michigan general powers school district, whose address is 15125 Farmington Road, Livonia, Michigan 48154 (hereinafter referred to as the “School District”) and **CITY OF LIVONIA**, a Michigan municipal corporation, whose address is 33000 Civic Center Drive, Livonia, Michigan 48154 (hereinafter referred to as the “City”). The School District and the City may each be referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the School District is the owner of a certain parcel of surplus real property, commonly known as Stymelski Veteran’s Park, located at 14305 Stark Road, Livonia Michigan (the “Property”); and

WHEREAS, the City is desirous of continuing to utilize the Property as a municipal/public park for the benefit of the community-at-large, including allowing standard park operations at the Property, i.e., events, classes, leagues, rentals, etc., all consistent with the City’s policies and park rules; and

WHEREAS, the School District and the City desire to work cooperatively and allow the City to utilize the School District’s Property to enhance the Property by repairing, improving and updating the site, including the athletic facilities and parking lot for the benefit of the School District, the City, its respective constituents and the community-at-large; and

WHEREAS, pursuant to Sections 11a(3) and (4) of the Revised School Code, MCL 380.1 *et seq.*, the School District as a general powers school district, has the authority to exercise a power incidental or appropriate to the performance of any function related to the operation of the School District in the interests of public elementary and secondary education in the School District and to enter into agreements or cooperative arrangements with other entities, or join organizations as part of performing the functions of the School District; and

WHEREAS, pursuant to the Intergovernmental Contracts between Municipal Corporations Act, 1951 PA 35, MCL 124.1, *et seq.*, each Party to this Agreement may enter into this Agreement in order to establish the terms and conditions upon which they cooperatively perform and carry out a service that they each may perform separately; and

WHEREAS, the School District and the City desire to enter into this Agreement to set forth the terms and conditions of their relationship and duties of the Parties.

NOW, THEREFORE, in consideration of the foregoing, One and 00/100 (\$1.00) Dollar per year during the Term of this Agreement and other good and valuable consideration herein contained, the Parties agree as follows:

1. Purpose of Agreement: The purpose of this Agreement is to set forth the understanding of the School District and the City with respect to the Property and the various obligations each Party agrees to undertake as part of working cooperatively to carry out this Agreement.

2. Term: The term of this Agreement shall commence on the Effective Date and terminate on August 31, 2027 (the "Term"), unless terminated early pursuant to Paragraph 22 hereof.

3. City's Obligations: The City shall be solely responsible to maintain the Property in a good and safe condition and be required to make any and all necessary repairs/replacements/improvements to the Property throughout the Term of this Agreement, as reasonably required to keep same in its current condition, normal wear and tear excepted. The City shall be solely responsible for any and all costs and expenses related to the Property, including, but not limited to, trash removal, janitorial services, if required, lawn care, snow removal and utilities supplied to the Property, if any, as well as any and all other additional operational costs associated with the Property.

4. Use of Property: The City shall have a non-exclusive right to use and occupy the Property as a municipal/public park for the benefit of the community-at-large, including allowing standard park operations at the Property, i.e., events, classes, leagues, rentals, etc., all consistent with the City's policies and park rules, and for no other purpose(s) without the prior written consent of the School District. The City shall not do or permit to be done any act or thing upon the Property that will increase the cost of casualty and liability insurance above the insurance costs normally associated with the City's principal activities as herein described. The City shall not use the Property or permit the Property to be used for the doing of any act or thing that constitutes a violation of any valid law, order or regulation of any governmental authority. The City shall not perform any acts or carry on any practices which may injure the Property or be a nuisance and shall keep the Property under its control clean and free from rubbish and dirt at all times.

5. Acceptance of the Property: The City acknowledges that it has examined the Property prior to the Effective Date of this Agreement and knows the conditions thereof. The City further acknowledges that no representation as to the condition or state of repairs thereof have been made by the School District or its agents which are not herein expressed. The City hereby accepts the Property in its present "AS IS" condition as of the Effective Date.

6. Alterations and Improvements: The City may make any and all alterations, additions, or improvements to the Property.

7. Utilities: The City shall pay for the cost of any and all utilities, if any, supplied to the Property during the Term. The School District shall not be responsible for any loss or interruption of utility services.

8. Environmental Warranty: The City represents, warrants and covenants to the School District the following:

- A. The City's use of the Property and its activities thereon shall comply with all "Environmental Laws," "Environmental Law(s)" means any federal, state or local law, statute, code, ordinance, regulation, rule, judgment, order, decree, injunction, permit or restriction or closure, post closure, or remediation plan approved by a government agency or entity, relating to the environment, waste, hazardous substances or hazardous materials and shall include without limitation, and as amended, the Asbestos Hazard Emergency Response Act, 15 USCS Sec. 2641 et seq., the Solid Waste Disposal Act, 42 U.S.C. Sec. 6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Sec. 9601 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1801 et seq., the Federal Water Pollution Control Act, 33 U.S.C. Sec. 1251 et seq., the Clean Air Act, 42 U.S.C. Sec. 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. Sec. 2601 et seq., the Safe Drinking Water Act, 42 U.S.C. Sec 300 et seq., the Rivers and Harbors Act, 33 U.S.C. Sec. 401 et seq., the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. Sec. 11001 et seq., the Oil Pollution Act of 1990, 33 U.S.C. Sec. 2701 et seq., and the Michigan Natural Resources and Environmental Protection Act (MCL § 324.101 et seq.). This definition is intended by the Parties to be amended as the applicable Environmental Laws are amended or enacted during the Term.
- B. The City shall not disturb, generate, manufacture, refine, use, treat, store, handle, transport, remove, dispose, transfer, produce or process Hazardous Substances on the Property. For purposes of this Agreement, "Hazardous Substances" shall mean any substance or material regulated under any Environmental Law. Notwithstanding the foregoing, the City may use pesticides, paint and similar products on or at the Property, as necessary for standard park maintenance, consistent with its standard park policies/practices; provided that, the City posts notices at the Property prior to use of the same.
- C. The City shall immediately and promptly notify the School District of any disturbance, release, discharge, spill or emission of Hazardous Substances on, to or from the Property, and any complaint, summons, citation, notice, directive, order, claim, litigation, judicial or administrative proceeding, inquiry or investigation judgment, letter or other communication from any governmental agency, department, bureau, office or other authority, or any third-party involving violations of any Environmental Law with respect to the Property.

9. Indemnification:

- A. General Indemnification. The City shall indemnify, defend and hold harmless the School District and its Board of Education, its Board members in their official and individual capacities, its administrators, employees, agents, contractors, successors and assigns, from and against any and all claims, counter claims, suits, debts, demands, actions, judgments, liens, liabilities, injuries, losses, costs, expenses and damages, including actual attorney's fees and actual expert witness fees, arising out of or in connection with the City's its agents', representatives', employees', contractors', licensees' and invitees' use and occupancy of the Property, from the negligence of the City, its agents', representatives', employees', contractors', licensees' and invitees' and/or from the City's its agents', representatives', employees', contractors', licensees' and invitees' violation of any of the terms of this Agreement. The indemnity obligations contained in this Paragraph shall survive the expiration or earlier termination of this Agreement and shall not be limited by the City's insurance obligations contained in this Agreement. In the event indemnification is required by the City, the Parties agree that the City shall only be responsible for its proportionate share of the damages and attorney fees in proportion to the respective percentages of fault giving rise to such liability. The indemnity clause shall not apply to liability which results from the sole negligence, of the Owner. Additionally, nothing in this Agreement is intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty or immunity of either Party and shall not be construed to waive the defense of governmental immunity held by either Party to this Agreement.
- B. Environmental Indemnification. The City shall indemnify, defend and hold harmless the School District and its Board of Education, its Board members in their official and individual capacities, its administrators, employees, agents, contractors, successors and assigns, from and against any and all fines, charges, penalties, losses, costs, damages, liabilities, injuries, cleanup or response activity costs and/or expenses (including attorneys' fees and consultants' fees) incurred by the School District as a result of any claims, demands, actions, causes of action, suits, proceedings, investigations, assessments and audits, whether of law or in equity (collectively "Claims") attributable to (i) any third party claim or demand in connection with any Hazardous Substances disturbed, generated, stored, leaked, spilled, discharged, emitted, or otherwise disbursed, in, on, under, above or about the Property, or violation of any Environmental Laws, from and after the date of this Agreement; (ii) injuries sustained or other tort actions brought for Claims arising out of or related to any Hazardous Substances; (iii) the presence, disposal (including off-site disposal), escape, leakage, discharge, emission, release or threatened release of any Hazardous Substances in, on, under, above, from or about the Property; and (iv) compliance with, defense of, and response to any

administrative notice, order, request or demand from any governmental entity or agency related to any Hazardous Substances on the Property or violation of any Environmental Laws.

- C. The City's indemnification described above specifically includes, but is not limited to, the direct obligation of the City to promptly perform any remedial or other activities required or ordered by any administrative agency or government official, or are otherwise necessary to avoid injury or liability to any person or property, to prevent the spread of any pollution and/or contamination, or to permit the continued safe use of the Property.
- D. Notwithstanding anything herein to the contrary, nothing in this Agreement shall be construed to limit the School District's or the City's defenses and rights, including the right to assert a claim of governmental immunity. This Agreement does not and is not intended to impair, divest, delegate, or contravene any constitutional, statutory and/or other legal right, privilege, power, obligation, duty or immunity of the School District or the City.

10. The City's Site Insurance. The City shall cause the Property and its improvements to be insured against loss or damage under a policy or policies of fire and extended coverage insurance, including "additional perils" in amounts acceptable to the School District.

11. The City's Personal Property Insurance: Any personal property kept on the Property by the City shall be insured at the City's sole risk, and the City shall acquire such policy or policies of insurance thereon as the City in its best judgment shall determine.

12. The City's General Liability Insurance: The City, at its sole cost and expense during the Term, shall maintain and keep in effect commercial general liability insurance in an amount not less than Five Million (\$5,000,000.00) Dollars per occurrence for bodily injury, personal injury, and property damage, or such other amounts as the School District may, from time to time, reasonably request. This policy shall be endorsed to name the School District as an additional insured. Any insurance carried by the School District shall be non-contributing and the City's insurance shall be primary to any such insurance carried by the School District. Such insurance obtained by the City shall be carried by an insurance company or companies licensed to do business in Michigan and be on terms approved by the School District. The City shall deliver to the School District a certificate of insurance in compliance with its obligations hereunder, including a thirty (30) notice of cancellation to the School District.

13. Default and Termination: If the City shall default in the performance of any obligation or covenant of this Agreement and shall not cure such default within fifteen (15) days after written notice from the School District specifying the default complained of (or, if such other default is of a nature that it cannot be cured within a fifteen (15) day period, and thereafter proceed diligently with the cure thereof) then in any such event the School District may terminate this Agreement at any time thereafter, before such default shall be cured, by giving written notice of termination. Upon termination of this Agreement, the School District may without further notice

re-enter the Property and dispossess the City or any other occupant of Property and remove its effects and hold the Property as if this Agreement had not been made, saving and reserving to the School District any other remedies which the School District may have for the recovery of damages due or to become due by virtue of this Agreement or the breach thereof by the City. Any failure at any time by either of the Parties hereto to enforce any of the provisions of this Agreement shall not be construed as a waiver of such provisions nor of such Party's right to enforce the same upon any subsequent occasion or default.

14. Bankruptcy: If the City shall file a petition in voluntary bankruptcy or be voluntarily or involuntarily adjudicated bankrupt or insolvent, or shall make an offer of composition to its creditors, or shall make an assignment for the benefit of creditors, or shall file a petition or answer seeking reorganization or readjustment under the federal bankruptcy laws or any other law or statute of the United States or any state thereof, or if a receiver or trustee shall be appointed for the City or for all or a substantial part of the property of the City and the City is not released from such receiver or trustee within thirty (30) days after appointment, or if an order shall be entered approving the reorganization of the City or the readjustment of the City's debts or obligations under the federal bankruptcy laws or any other law or statute of the United States or any state thereof, then any of such events shall be deemed to be a breach, default and anticipatory breach of this Agreement. In any of such events and whenever and as often as any such failure, default, breach or anticipatory breach shall occur, the term hereof, at the option of the School District, shall cease and determine and from thenceforth it shall be lawful for the School District to re-enter into and repossess the Property situated thereon and the City and each and every occupant to remove and put out and to relet said Property for its own benefit; but reserving to the School District all such rights as it may have for damages or otherwise because of said default, breach or anticipatory breach of the City.

15. Compliance with Laws: Each Party shall abide by and adhere to all applicable federal, state and local laws, rules, regulations and ordinances pertaining to the performance of any obligations under this Agreement.

16. Assignment: The City shall not assign, or in any manner encumber this Agreement, nor any part, right, or interest thereof, nor shall the City let or sublet or permit any part of the Property to be used or occupied by others for any reason whatsoever, without the School District's advance written consent, which consent is discretionary in the School District solely. Notwithstanding the foregoing, this Paragraph is not intended to prohibit the City from renting portions of the park to individuals or groups as part of its standard rental process for its municipal/public parks. Any assignment, transfer, hypothecation, mortgage, or sub-subletting without the prior written consent of the School District shall give the School District the right to terminate this Agreement and re-enter and repossess the Property.

17. Surrender of Property: Upon the expiration or earlier termination of this Agreement, the City shall quit and surrender the Property to the School District in good order and condition, ordinary wear and damage excepted; and the City shall remove all of its personal property, but all other improvements shall remain with the Property, and the City shall repair any damage to the Property or any of the School District's property, real or personal, caused by such removal.

18. Mechanics' Liens: The City shall pay all costs for construction done by it or caused to be done by it on the Property as permitted by this Agreement. The City shall keep the Property, its improvements, and the land of which the Property are a part, free and clear of all mechanics' liens resulting from construction done by or for the City.

19. Access to Property: The School District shall have the right to enter upon the Property at all reasonable hours for the purpose of inspecting the Property, preventing waste, loss, or destruction, removing obstructions, making such repairs or obligations as are necessary to protect the Property, performing any of its duties and obligations under the terms and conditions of this Agreement or to enforce any of the School District's rights or powers under this Agreement. The School District may show the Property to prospective tenants or purchaser at any time during the last year of the Term and during any period of default during the Term. Additionally, the School District may lease/license a portion of the Property, as described in **Exhibit A**, to a third party, in the School District's sole discretion, at any time during the Term of this Agreement.

20. Compliance: The City shall, at its own expense, under penalty of forfeiture and damages, promptly comply with all laws, orders, regulations or ordinances of all Municipal, County, State, and Federal authorities affecting use of the Property with respect to the cleanliness, safety, occupation, and use of same.

21. Challenge: The School District, although presently unaware of any such non-compliance, does not covenant that the Property is in compliance with applicable Municipal, County, State, and Federal laws, including, but not limited to, fire, safety, handicap, barrier free, zoning and use ordinances or laws and other governmental regulations relating to the use of the facility for the purpose intended through this Agreement. The City shall obtain any and all licenses, approvals and/or permits required for its use, occupancy and operation of the Property and shall promptly comply with all governmental orders and directives related thereto, all at its sole cost and expense.

22. Termination for Convenience: This Agreement may be terminated by either Party at any time and for any reason upon one (1) year advanced written notice to the other Party.

23. Right of First Refusal: If at any time during the Term of this Agreement, the School District desires to sell or otherwise transfer all or any portion of the Property, or enters into any arrangement whatsoever for the transfer of ownership of the Property, the School District shall deliver to the City written notice stating its intention to sell or otherwise transfer the Property and the City shall have the option and right to purchase the Property on the same terms and conditions offered by the School District to a third party purchaser or in an offer made by a third party purchaser to the School District. The City shall have the right and option for a period of thirty (30) days after receipt of said written notice to elect to enter into a Purchase Agreement with the School District for the Property. Exercise of this option shall be by written notice by the City to the School District. If the City does not elect to exercise such option within said thirty (30) day period, then the School District may sell or otherwise transfer the Property to a third party purchaser and this Right of First Refusal shall automatically terminate; provided, however, that if the School District does not close on the sale or transfer of the Property to a third party within

one (1) year of the expiration of said thirty (30) day period, then this Right of First Refusal shall continue as to any subsequent proposed sales or transfers of Property. In the event of such a sale to the third party purchaser, this Agreement shall automatically terminate on the date of closing.

24. Holding Over: Any holding over by the City after the expiration or termination of this Agreement, without the consent of the School District, shall be construed to be a tenancy from month to month and the Consideration to be paid by the City shall be at an amount equal to \$10,000 per month. This provision shall not operate as a waiver of the School District's right to re-entry or any other right of the School District, and the City shall be a tenant at sufferance only during the period of any such holding over without the consent of the School District.

25. Taxes and Special Assessments: If the Property is placed on the tax assessment rolls based upon the City's usage, then any real estate taxes, personal property taxes and/or special assessments assessed or levied against the Property during the Term shall be borne by the City as additional consideration.

26. No Waiver: The failure of either Party to enforce any covenant or condition of this Agreement shall not be deemed a waiver thereof or of the right of either Party to enforce each and every covenant and condition of this Agreement. No provision of this Agreement shall be deemed to have been waived unless such waiver be in writing.

27. Notices: All notices regarding this Agreement are to be in writing and delivered, or mailed by first class mail postage pre-paid, by one Party to the other Party at the Party's respective address set forth in the preface of this Agreement. Notices which are mailed shall be deemed to have been given as of the second business day following the date of mailing.

28. Heirs and Assigns: The covenants, conditions and agreements contained in this Agreement shall bind and inure to the benefit of the School District and the City and their respective successors and assigns, subject to the limitation on assignment as herein contained.

29. Condemnation: If all or a part of the Property is taken for any public or quasi-public purpose pursuant to any power of eminent domain, or by private sale in lieu of eminent domain, and such taking materially impairs the usability of the Property by the City, then either the School District or the City may terminate this Agreement, effective the date the public authority takes possession. All damages for the condemnation of the Property, or damages awarded because of the taking, shall be payable to the sole property of the School District.

30. Miscellaneous Provisions: The following miscellaneous provisions form a part of this Agreement:

A. Time is of the essence of each provision of this Agreement.

B. Consideration and all other sums payable under this Agreement must be paid in lawful money of the United States of America.

C. The unenforceability, invalidity, or illegality of any provision shall not render the other provisions unenforceable, illegal, or invalid.

D. This Agreement shall be construed and interpreted in accordance with the laws of the State of Michigan.

E. This Agreement contains all of the agreements of the Parties and cannot be amended or modified except by a written agreement.

F. The captions of this Agreement shall have no effect on its interpretation.

The Parties have caused this Agreement to be executed as of the day and year first above written.

SCHOOL DISTRICT:

LIVONIA PUBLIC SCHOOLS

By: _____

Its: _____

CITY:

CITY OF LIVONIA

By: _____

Its: _____

EXHIBIT A



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