

COOPERATIVE AGREEMENT AND BILL OF SALE

This COOPERATIVE AGREEMENT AND BILL OF SALE (the "Agreement") is entered into as of November 4, 2014 (the "Effective Date"), by and between **LIVONIA PUBLIC SCHOOLS**, a Michigan general powers school district, whose address is 15125 Farmington Road, Livonia Michigan 48154 (the "School District"), and the **CITY OF LIVONIA**, a Michigan municipal corporation, whose address is 33000 Civic Center Drive Livonia, Michigan 48154 (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 one room school house known as the "Perrinville School" located at 33344 Ann Arbor Trail, Westland, Michigan (the "School Building"); and

WHEREAS, the School District has determined that the School Building is surplus personal property and pursuant to Section 11a(3)(c), MCL 380.11a(3)(c), has the power to dispose of such surplus property and facilities of the School District; and

WHEREAS, the City desires to relocate the School Building to its Historical Village at Greenmead ("Greenmead") located at 20501 Newburgh Road, Livonia, Michigan, which village was established by the City to protect and preserve several locally significant structures that would have been lost to development in their original locations; and

WHEREAS, the School District and City desire to work cooperatively and the School District desires to transfer, and the City desires to accept said transfer and relocate the School Building to Greenmead in accordance with the terms and conditions of this Agreement; 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 Urban Cooperation Act of 1967, MCL 124.501 *et seq.*, and 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 desires to cooperate with the City, as part of its School District function, to provide lifelong education, adult education, community education, training, enrichment and recreation programs for the benefit of the community-at-large; and

WHEREAS, the School District and 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 and the mutual covenants set forth herein, the Parties agree as follows:

1. School Building. The one room school house subject to transfer and relocation under this Agreement is commonly known as Perrinville School and is located at 33344 Ann Arbor Trail, Westland, Michigan.
2. Consideration and Conveyance/Transfer of School Building to the City. In consideration of the sum of \$1.00, paid by the City to the School District, the receipt of which is hereby acknowledged, School District does hereby sell, assign, convey and transfer the above-described School Building to the City for relocation to Greenmead.
3. No Warranties. The City accepts and takes the School Building "AS IS" WITH NO WARRANTIES, either expressed or implied, as of the Effective Date of this Agreement. THE SCHOOL DISTRICT EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION, OPERATION, USE AND MAINTENANCE OF THE SCHOOL BUILDING.
4. Release of Claims. It is expressly acknowledged by the City that the School District is not responsible for any obligations with respect to the removal, installation, use or operation of the School Building. The City hereby expressly remises, releases and forever discharges the School District, its Board of Education and each member thereof, its administrators, employees and agents, past, present, and future, of and from any and all obligations, claims, counter-claims, suits, debts, demands, actions, judgments, liens, liabilities, damages, injuries, costs, expenses, including actual attorney's fees and actual expert witness fees, arising out of or in connection with the City's relocation, use, operation, maintenance or resale of the above-described School Building or the City's employees, contractors, agents, licensees or invitees relocation, use, operation, maintenance or resale of the above-described School Building.
5. Relocation of School Building. The City acknowledges and agrees that the City is fully responsible for all costs and expenses associated with the relocation of the School Building from its current location on School District owned real property, and the transfer to, and relocation by, the City to Greenmead. The City is responsible to engage, and pay all costs and expenses thereof, a reputable, licensed and trained entity(ies) to relocate the School Building to the City owned Greenmead location. The City agrees to coordinate the time(s) for the removal of the School Building with the School District, and such activity shall not interrupt the operations of the School District.

6. Liability. Each Party to this Agreement shall be responsible for any claims arising out of the acts and/or omissions of their respective employees, contractors, representatives and agents during the performance of this Agreement, as provided by law. This Agreement is not intended, nor shall it be interpreted as giving either Party hereto a right of indemnification, either by agreement or at law, for claims arising out of the performance of this Agreement. Notwithstanding the foregoing, 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 either Party and shall not be construed to waive the defense of governmental immunity held by either Party to this Agreement.
7. Damage to Real Property. The City acknowledges and agrees that if any of the School District's property, real or personal, is damaged or destroyed during the relocation of the School Building from the School District owned site to Greenmead, the City shall be responsible for all costs and expenses associated with, shall either pay directly or reimburse the School District for, the repair or replacement of such property to a condition substantially similar to that before such relocation, damage or destruction occurred. Notwithstanding the above, the Parties acknowledge that removal of the School Building from the real property shall not be considered damage to the subject property. Additionally, the Parties acknowledge that upon removal of School Building from the School District's real property, it will be the School District's responsibility to secure the real property and fill-in the basement which will be left open upon relocation of the School Building to Greenmead. As such, the Parties agree to coordinate timing of such relocation so that the School District can properly secure the real property immediately upon relocation of the School Building.
8. Warranty of Work by City or its Contractors. The City agrees to relocate the School Building in a professional and workmanlike manner, and in accordance with all applicable laws, rules, regulations and ordinances.
9. Insurance. During all times when the City or its contractors are on the School District's real property to investigate or relocate the School Building, the City and its contractors shall procure and maintain, at their sole cost and expense, general liability insurance, including bodily injury and property damage, with minimum limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate. To the extent permitted by the City's insurance provider, each policy shall be endorsed to name the School District as an additional insured and a copy of such policy shall be provided by the City and each applicable City contractor to the School District evidencing the same prior to performing any required work to relocate the School Building under this Agreement.
10. Miscellaneous. This Agreement shall be governed by the laws of the State of Michigan, with venue being Wayne County, Michigan. If a court of competent jurisdiction holds any section, subsection or provision of this Agreement is not enforceable, the remaining sections, subsections and provisions will remain in full force and effect. The City and School District agree this document is the entire agreement concerning the subject matter. Accordingly, this Agreement supersedes any and all other understandings or agreement, verbal or written, and may not be modified except by another written agreement executed by a legally authorized representative of the City and School District. This Agreement

may be signed in counterparts, and delivered via electronic means, together which shall constitute an original.

The Parties have caused this Cooperative Agreement and Bill of Sale to be executed as of the Effective Date.

LIVONIA PUBLIC SCHOOLS

CITY OF LIVONIA

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____