

**PINE LAKE PARK AFFILIATION AGREEMENT BETWEEN
THE COUNTY OF OAKLAND AND
THE WEST BLOOMFIELD PARKS AND RECREATION COMMISSION**

This Agreement (the "Agreement") is made between the County of Oakland, a Constitutional and Municipal Corporation, whose address is 1200 North Telegraph, Pontiac, Michigan 48341 ("County"), by, through, and administered by its statutory agent the Oakland County Parks and Recreation Commission ("OCPRC"), and the Charter Township of West Bloomfield Parks and Recreation Commission, a Michigan municipal corporation, whose address is at 4640 Walnut Lake Road, West Bloomfield Township, Michigan 48323 ("WBPRC"). County and the WBPRC may also be referred to singularly as a "Party" and jointly as "Parties".

INTRODUCTION AND PURPOSE OF AGREEMENT.

- A. OCPRC is authorized under Public Act 261 of 1965, MCL 46.351, *et seq.*, to plan, develop, preserve, administer, maintain, and operate park and recreational places and facilities in Oakland County, Michigan.
- B. Through a Cooperative Agreement entered into by and between WBPRC and Bloomfield Hills Schools, dated May 25, 2023, and a First Amendment To Cooperative Agreement, dated February 26, 2025, which Cooperative Agreement may further be amended by the parties to the Cooperative Agreement (collectively the "Cooperative Agreement"), WBPRC has undertaken certain obligations and duties to operate and manage the Park (as defined below) located at 3333 West Long Lake Road, West Bloomfield, Michigan 48323 (formerly the "Pine Lake Elementary School site").
- C. The Parties desire to create an affiliation agreement to facilitate OCPRC's investment in the Park (as defined below) and for OCPRC's use of the Park.

For the consideration set forth herein, the Parties agree to the following terms and conditions:

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows.
 - 1.1. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, addendum, or exhibit approved in accordance with Section 2.
 - 1.2. **Capital Improvement Project** means a project that: (1) costs thirty thousand dollars (\$30,000.00) or more; and (2) extends the life cycle of an existing facility or asset; replaces, renovates, or remodels an existing facility or asset; or adds a new facility or asset.
 - 1.3. **Claims** means any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, injuries, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against a Party, or for which a Party may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law.

- 1.4. **County** means Oakland County, a Municipal and Constitutional Corporation, including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors, including OCPRC.
- 1.5. **County Employee** means any County employee, officer, manager, volunteer, attorney, contractor, subcontractor, and/or any such person's successors or predecessors (whether such persons act or acted in their personal, representative, or official capacities). "County Employee" shall also include any person who was a County Employee at any time during the Term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.6. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
- 1.7. **Effective Date** means the date of the signature of the last Party to sign this Agreement.
- 1.8. **Exhibits** means the following documents, which this Agreement includes and incorporates:
 - 1.8.1. **Exhibit A:** describes and depicts the Park
 - 1.8.2. **Exhibit B:** Cooperative Agreement
 - 1.8.3. **Exhibit C:** Project Description
- 1.9. **OCPRC** means the Oakland County Parks and Recreation Commission, as established by resolution of the Oakland County Board of Commissioners pursuant to Public Act 261 of 1965, MCL 46.351, et seq.
- 1.10. **Park** means the real property located at 3333 West Long Lake Road, West Bloomfield, Michigan 48323 (with a parcel ID# 18-14-251-031) formerly known as the Pine Lake Elementary School site and now known as Pine Lake Park and operated and managed WBPRC. This real property is described and depicted in **Exhibit A**.
- 1.11. **Park Fees and Charges** mean the following fees and charges: (1) equipment/facility rental fees, (2) event program fees, (3) sponsorship of events/programs by third parties, and (4) and all other fees and charges charged and collected by a Party associated with the use of the Park.
- 1.12. **West Bloomfield Parks and Recreation Commission ("WBPRC")** means West Bloomfield Parks and Recreation Commission and its, departments, divisions, elected and appointed officials, commissioners, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors.
- 1.13. **West Bloomfield Parks and Recreation Commission ("WBPRC") Employee** means any WBPRC employee, officer, manager, volunteer, attorney, contractor, subcontractor, and/or any such person's successors or predecessors (whether such persons act or acted in their personal, representative, or official capacities). "WBPRC Employee" shall also include any person who was a WBPRC Employee at any time during the Term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.

2. **AGREEMENT TERM/ REAL PROPERTY DESCRIPTION & TERMINATION.**

- 2.1. **Term.** This Agreement shall commence on the Effective Date and end June 30, 2043, unless the Cooperative Agreement is terminated prior to June 30, 2053, and in such case this Agreement shall terminate on the date the Cooperative Agreement terminates (the "Term").

The approval and terms and conditions of this Agreement and any amendments shall be entered in the official minutes of the governing bodies of each Party. Any amendment to this Agreement must be approved in writing and in advance by Bloomfield Hills Schools. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State and provided to Bloomfield Hills Schools.

- 2.2. **Agreement Amendments.** All amendments or modifications to this Agreement shall be in writing and approved and filed as set forth in Section 2.1.
- 2.3. **Real Property Subject to Agreement.** WBPRC grants to the County use of the Park for the purposes and according to the terms and conditions set forth herein and only as permitted under the terms and conditions of the Cooperative Agreement.
- 2.4. **Fee for Use of the Park.** OCPRC shall not pay a monetary fee for the use of the Park.
- 2.5. **Termination/Expiration.**
 - 2.5.1. **Termination by WBPRC.** WBPRC may terminate this Agreement upon one hundred eighty (180) days written notice to the OCPRC Representative, if one of the following occur: (1) the Park is no longer being used for the purposes identified in this Agreement; or (2) OCPRC is in default or breach of any of its obligations under this Agreement, and such default/breach is not cured within one hundred and eighty (180) days after written notice to OCPRC; such default/breach shall be clearly stated in the written notice.
 - 2.5.1.1. **Termination by WBPRC in Absence of Default/Breach.** If WBPRC terminates this Agreement, in absence of default or breach by OCPRC, or in the absence of termination by Bloomfield Hills Schools of the Cooperative Agreement described in Section 3.2 below, then WBPRC shall reimburse OCPRC the amount of the non-depreciated value of Capital Improvement Projects to the Park, paid for by OCPRC, on the date of the termination notice. The depreciation values shall be determined by generally accepted accounting principles.
 - 2.5.1.2. **Termination by WBPRC for Default/Breach.** If WBPRC terminates this Agreement for default or breach by OCPRC, then WBPRC does not have to reimburse OCPRC the non-depreciated value of Capital Improvement Projects to the Park paid for by OCPRC.
 - 2.5.1.3. **Termination by WBPRC Due to Termination of Cooperative Agreement.** In the event of termination by Bloomfield Hills Schools of the Cooperative Agreement described in Section 3.2 below, or under the terms of the Cooperative Agreement, through no fault of WBPRC, then WBPRC does not have to reimburse OCPRC the non-depreciated value of Capital Improvement Projects to the Park paid for by OCPRC.
 - 2.5.2. **Termination by OCPRC.** OCPRC may terminate this Agreement, if WBPRC is notified in writing at least one hundred eighty (180) days prior to the effective date of termination and any one of the following occur: (1) the Park is no longer being used for the purposes identified in this Agreement; or (2) WBPRC is in default/breach of any of its obligations under this Agreement, and such default/breach is not cured within one hundred eighty (180) days after written notice to WBPRC; such default/breach shall be clearly stated in the written notice.

2.5.2.1. Termination by OCPRC for Default/Breach. If OCPRC terminates this Agreement under this Section, then WBPRC shall reimburse OCPRC the amount of the non-depreciated value of Capital Improvement Projects to the Park, paid for by OCPRC, before the date of the termination notice.

2.5.3. Disposition of Personal Property Upon Expiration/Termination of Agreement. Upon expiration or termination of this Agreement, for any reason, each Party shall retain ownership of personal property purchased by them, unless the Parties otherwise agree in writing. "Personal property" does not include buildings, landscaping, plantings, fixtures or Capital Improvements, as defined herein.

3. PARK GOVERNANCE & MANAGEMENT/OPERATIONS.

3.1. **Agreement Administration.** WBPRC Executive Director or their written designee is the WBPRC Agreement Administrator (hereinafter "WBPRC Representative"). The OCPRC Director or their successor or their written designee is OCPRC's Agreement Administrator (hereinafter "OCPRC Representative"). Each Party must notify the other of their written designees.

3.2. **Cooperative Agreement.** The Parties acknowledge the existence of the Cooperative Agreement, attached as **Exhibit B**, and that OCPRC's use, management, operation, and maintenance of the Park shall comply with all of the terms and conditions of the Cooperative Agreement. WBPRC certifies that it has received prior consent from the Bloomfield Hills Schools, pursuant to Section 16 of the Cooperative Agreement, to enter into this Agreement. Notwithstanding the foregoing, nothing in this Agreement is intended to change or modify any obligations or requirements relative to the use, management, operation, and maintenance of the Park as detailed in the Cooperative Agreement. In the event of a conflict, the Cooperative Agreement shall take precedence over this Agreement or any amendment thereto.

3.3. **Disputes.** All disputes arising under or relating to the interpretation, performance, or nonperformance of this Agreement involving or affecting the Parties shall first be submitted to the WBPRC Representative and the OCPRC Representative for possible resolution. If the WBPRC Representative and the OCPRC Representative cannot resolve the dispute, then the dispute shall be submitted to the signatories (or their successors) of this Agreement for possible resolution.

3.4. **Park Management and Operations.** Unless otherwise agreed in writing by the WBPRC Representative and the OCPRC Representative, WBPRC shall manage, and operate the Park in a manner consistent with other WBPRC Parks, WBPRC policies, WBPRC Master Plan, this Agreement, the Cooperative Agreement and local, state, and federal laws.

3.5. **Park Capital Improvement Projects.** The OCPRC Representative and the WBPRC Representative may agree, in writing, to construct Capital Improvement Projects at the Park in the future. The description and financing of such Capital Improvement Projects shall be contained in a Project Description similar to **Exhibit C**. The Project Description shall set forth who shall construct the Capital Improvement Project and who will pay the costs associated therewith. All Capital Improvement Projects constructed for the Park shall become an integral part of the Park and shall remain a part of the real property of the Park, except as otherwise provided in the Cooperative Agreement.

3.6. **Park Maintenance/Repairs/Services.** Unless otherwise agreed to in writing by the WBPRC Representative and the OCPRC Representative, WBPRC has the sole responsibility to provide and pay for all maintenance and repairs for the Park and for all

services needed to manage and operate the Park, including, but not limited to the Capital Improvements and other improvements constructed hereunder or in the Cooperative Agreement.

- 3.7. **Park Utilities.** WBPRC shall be solely responsible for the provision of and costs for utilities for the Park.
- 3.8. **Park Access/Parking.** WBPRC shall be responsible to determine how Park patrons will access the Park. This responsibility and the costs associated therewith shall be borne by WBPRC.
- 3.9. **Park Security.** WBPRC, at its sole expense, shall provide security for the Park.
- 3.10. **Signage/Recognition/Branding.** WBPRC shall, at its sole cost, install and maintain permanent on-site signage acknowledging OCPRC as a partner in the Park. Such recognition shall include OCPRC's name and logo in a format and location approved in writing by the OCPRC Representative and Bloomfield Hills Schools, which approval shall not be unreasonably withheld. OCPRC shall be acknowledged as a partner in digital platforms and public communications related to this Agreement. OCPRC may include the Park in OCPRC maps, digital platforms, and promotional materials.
- 3.11. **Use of the Park by OCPRC.** OCPRC may use the Park for OCPRC-sponsored events or programs with written approval from WBPRC subject to WBPRC Rules. Notwithstanding the foregoing, the priority scheduling requirements contain in the Cooperative Agreement shall take precedence over OCPRC's use. To avoid scheduling conflicts at the Park, OCPRC shall reserve use of the Park for its events or programs, through the WBPRC. The Parties shall meet each calendar year prior to March 31 to identify and reserve dates that OCPRC will use the Park for OCPRC-sponsored events or programs for that calendar year. OCPRC shall be responsible for all costs associated with the setup, operation, and cleanup of such approved events or programs.
- 3.12. **Sponsorship of Events/Programs at the Park by Third Parties.** OCPRC may solicit and accept sponsorships, including sponsorships fees, from third-parties, for OCPRC events/programs at the Park, pursuant to the OCPRC's policies and procedures, subject to written approval of WBPRC, not to be unreasonably withheld.

4. **PARK FINANCES.**

- 4.1. **OCPRC Project Investment.** OCPRC shall pay WBPRC one million five hundred thousand dollars (\$1,500,000) ("Project Funds") for the Project described in **Exhibit C**. The Project Funds shall be paid according to **Exhibit C**.
- 4.2. **Park Fees & Charges.** Park patrons shall not be charged an entry fee for use of the Park or a parking fee. This does not include fees for programs or events.
- 4.3. **Park Grants.** The Parties shall use their best efforts to work together to secure grant funding for expansion, development, improvements, operation, and maintenance for the Park. OCPRC and WBPRC shall work together to apply for and manage grants related to the Park.

5. **ASSURANCES/LIABILITY/INSURANCE.**

- 5.1. **Authority.** WBPRC warrants that it has the authority to enter into this Agreement. WBPRC, at its sole expense, shall defend (including payment of attorney fees) OCPRC against any Claim challenging WBPRC's right to execute this Agreement or OCPRC's use of the Park as set forth herein.

- 5.2. **Liability for Claims.** Except as otherwise provided herein or in the Cooperative Agreement, each Party shall be responsible for any Claims made against that Party by a third-party and for the acts or omissions of its agents, employees, volunteers, officers, or officials arising under or related to this Agreement.
- 5.3. **Liability for Claims Prior to the Agreement Effective Date.** To the extent provided by law, the WBPRC shall be solely responsible for and shall defend (including payment of attorney fees) OCPRC against, at WBPRC's sole expense, any Claim that occurred prior to the Effective Date or that was incurred but not reported prior to the Effective Date.
- 5.4. **Liability for Environmental Matters.** Notwithstanding any other provision, OCPRC shall not be responsible to perform or pay for remediation or clean-up of any environmental contamination on or around the Park.
- 5.5. **Legal Representation.** Except as provided herein, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees, for any Claim that may arise from the performance of this Agreement.
- 5.6. **Responsibility for Costs/Fines/Fees.** Each Party shall be solely responsible for all costs, fines and fees associated with any acts or omissions by its employees, volunteers, officers, or officials arising under or related to this Agreement.
- 5.7. **No Indemnification/Reimbursement.** Except as otherwise provided for in this Agreement or in the Cooperative Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.
- 5.8. **Governmental Function/Reservation of Rights.** Performance of this Agreement is a governmental function and government service. 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 Parties or Bloomfield Hills Schools, as the owner of the Park property. Nothing in this Agreement shall be construed as a waiver of governmental immunity.
- 5.9. **Limitation of Liability.** In no event shall either Party be liable to the other Party or any other person, for any consequential, incidental, direct, indirect, special, and punitive or other damages arising out of this Agreement.
- 5.10. **Insurance.**
- 5.10.1. **Liability Insurance.** Except as required in the Cooperative Agreement, this Agreement does not require either Party to obtain liability insurance to cover loss exposures associated with this Agreement and the Park. Except as required in the Cooperative Agreement, each Party is solely responsible to determine whether it will obtain liability insurance, and in what amounts, to cover loss exposures associated with this Agreement and the Park.
- 5.10.2. **Real Property Insurance.** WBPRC, at its sole cost, and not OCPRC, shall obtain real property insurance or self-insurance for existing buildings, Capital Improvements and structures located on the Park and for any future buildings and structures located on the Park whether built by WBPRC or OCPRC. If a building or structure that is covered by WBPRC's real property insurance is

damaged or destroyed, the WBPRC shall repair or replace the building, Capital Improvements or structure in a timely manner.

5.11. **Waste.** Neither Party shall commit or allow to be committed any waste or nuisance on or at the Park and will not use or allow the Park to be used, for any unlawful purpose.

5.12. **Compliance with Laws.**

5.12.1. The Parties shall comply with all applicable federal, state, or local laws, regulations, rules, and ordinances related to the operation, management, planning, maintenance, and improvement of the Park.

5.12.2. The Parties acknowledge that any violations of the federal, state, or local regulations or convictions of any resource violations by a Party may be considered a default of this Agreement and may terminate this Agreement, as provided herein.

5.13. **Authorization.** The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

6. **GENERAL TERMS AND CONDITIONS.**

6.1. **No Interest in the Park.** Through this Agreement, neither OCPRC nor WBPRC shall have title interest in and/or to the Park or any portion thereof and has not, does not, and will not claim any such title or any easement over the Park.

6.2. **Delegation or Assignment.** Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party. For purposes of this Section, consent for the County shall be given by the OCPRC Director or his/her successor and consent for WBPRC shall be given by the WBPRC Representative.

6.3. **No Employee-Employer Relationship.** Nothing in this Agreement shall be construed as creating an employer-employee relationship between County and WBPRC.

6.4. **No Third Party Beneficiaries.** Except as provided for the benefit of the Parties and Bloomfield Hills Schools, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.

6.5. **No Implied Waiver.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

6.6. **Severability.** If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.

- 6.7. **Captions.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
- 6.8. **Force Majeure.** Notwithstanding any other term or provision of this Agreement, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, floods, fire, explosion, vandalism, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, other labor difficulties, or any law, order, regulation, direction, action, or request of the United States government or of any other government. Reasonable notice shall be given to the affected Party of any such event.
- 6.9. **Notices.** Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing certified U.S. mail.
- 6.9.1. If Notice is sent to County, it shall be addressed and sent to: OCPRC Director, 2800 Watkins Lake Road, Waterford, Michigan 48328 and the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, Michigan 48341.
- 6.9.2. If Notice is sent to the WBPRC, it shall be addressed and sent West Bloomfield Parks and Recreation Commission, Executive Director, 33230 W. 14 Mile Road, West Bloomfield Michigan 48322
- 6.9.3. Either Party may change the individual to whom Notice is sent and/or the mailing address by notifying the other Party in writing of the change.
- 6.9.4. If any Notice is required to be provided to Bloomfield Hills Schools under this Agreement, it shall be addressed and sent to: Bloomfield Hills Schools Superintendent, 7273 Wing Lake Road, Bloomfield Hills, Michigan 48301.
- 6.10. **Governing Law/Consent To Jurisdiction And Venue.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 52nd District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.
- 6.11. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original agreement, but all of which together shall constitute one Agreement. Copies (photo, fax, or electronic) of signatures to this Agreement will be

deemed originals and may be relied on to the same extent as originals.

- 6.12. **Entire Agreement.** This Agreement represents the entire agreement and understanding between the Parties regarding the maintenance, operation, and management of the Park. This Agreement supersedes all other oral or written agreements between the Parties regarding that subject matter. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party.

IN WITNESS WHEREOF, Robert Brooks has been authorized by a resolution of WBPRC, to execute this Agreement.

EXECUTED: _____ DATE: _____
Robert Brooks, Chairperson
West Bloomfield Parks and Recreation Commission

WITNESSED: _____ DATE: _____

IN WITNESS WHEREOF, David T. Woodward, Chairperson, Oakland County Board of Commissioners, has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Agreement.

EXECUTED: _____ DATE: _____
David T. Woodward, Chairperson
Oakland County Board of Commissioners

WITNESSED: _____ DATE: _____

EXECUTED: _____ DATE: _____
Ebony Bagley Chairperson
Oakland County Parks and Recreation Commission

WITNESSED: _____ DATE: _____